

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

**AGENDA
REPRESENTATIVE TOWN MEETING
REGULAR MEETING
Monday, February 2, 2026
7:00pm – Waterford Town Hall**

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 21 A 11:03
ATTEST: *[Signature]*
TOWN CLERK

- A. Pledge of Allegiance
- B. Roll Call
- C. To consider and act upon the minutes of the December 1, 2025 Meeting
- D. Correspondence
- E. Public Comment
- F. Committee reports and referrals
- G. Appointee & Liaison updates
- H. Transaction of Business on the Call:
 - 1. To consider and act upon a recommendation from Finance Director Kim Allen to deposit a check into the Contributed Gift Fund for **\$20,000** from **Mr. Paul Eccard** to be used for treatment, rehab and continuing protection/maintenance of donated trees at Waterford Beach Park.
 - 2. To consider and act upon a recommendation from the Board of Finance to transfer **\$110,721** from the **Capital-Nonrecurring Expenditure Fund (Undesignated Fund Balance, #205-31520)** to the **Enterprise Fund (Service Contracts & Repairs, #21131-52040)** to reimburse the City of New London for the emergency repair of a water main break on Quinley Way.
 - 3. To consider and act upon a recommendation from the Board of Finance to move **\$25,000** from designated **Line #20511-57871 (Police Department Building HVAC)** to the appropriated **Line #20511-57871 (Police Department Building HVAC)**
 - 4. To consider and act upon a recommendation from the Board of Finance to move **\$28,168** from designated **Line #20547-57882 (Computer Replacements)** to appropriated **Line #20547-57882 (Computer Replacements)**.

5. To consider and act upon a recommendation from the Board of Finance to appropriate **\$50,000 for a new capital project (Vauxhall Street Multi-Phased Project)** from **Undesignated Fund Balance of the Capital Non-recurring Expenditure Fund (CNR) Line #205-31520.**
6. To consider and act upon three regular member appointments to the Ethics Commission. (Term 02/02/2026 – 02/07/2028)
7. To consider and act upon an alternate member appointment to the Ethics Commission. (Term 02/02/2026 – 02/07/2028)
8. To consider and act upon one RTM appointment to the Oswegatchie Fire Station Building Committee.
9. To consider and act upon the budget schedule for the May 2026 budget hearings for the Fiscal Year 2027 Budget.
10. Report by First Selectman on agreements with private organizations, including the Waterford Ambulance Association.

I. New Business

J. Adjournment

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

RECEIVED FOR RECORD
TOWN OF WATERFORD, CT

2025 DEC -4 PM 4:13

David L. Campo

C

MINUTES
REPRESENTATIVE TOWN MEETING
Regular Meeting
December 1, 2025

First Selectman Robert Brule, Acting Moderator, called the December 1, 2025 Annual Meeting of the Representative Town Meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Kyras Augmon-Bossa, Jim Bartelli, JoAnna Bennett, Steve Besade, Guy Calkins, Erica Casper, Mary Childs, Timothy Condon, Susan Driscoll, Tim Floravanti, Emmy Franklin, Paul Goldstein, Kristin Gonzalez, Narciss Greene, Lindsay Khan, Kate MacKenzie, Ursula Moreshead, Kayla Mullen, Kathy Mullen Kohl, Kathy Nunes Peterson, Ted Olynciw, Ocean Pellett, Danielle Steward-Gelinas, David Sugrue, Tim Sullivan, Julie Watson Jones

ABSENT: Christina Jessuck

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule; Board of Finance Chair Glenn Patterson; Selectman Richard Muckle; Selectman Greg Attanasio

EX-OFFICIO MEMBERS ABSENT: None

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Nick Kepple; Director of Finance Kim Allen.

AGENDA ITEM C – Elect a Moderator

NOMINATION by Childs, seconded by Mullen Kohl, to nominate Susan Driscoll to serve as Moderator for a term of one year.

MOTION PASSED: 25-0-1 (Driscoll abstained)

AGENDA ITEM D – October 6, 2025 Minutes

MOTION by Condon, seconded by Goldstein, to accept the October 6, 2025 Minutes as presented.

A friendly amendment was offered by Mary Childs and accepted to refer to the minutes as "amended"

MOTION PASSED: 19-0-7 (Abstained: Bartelli, Calkins, Franklin, Nunes Peterson, Pellett, Sullivan, Watson Jones)

CORRESPONDENCE

The following items were received: a letter from First Selectman Robert Brule in regard to the State of Connecticut's Revaluation Schedule, a letter of interest from Joshua Steele Kelly to serve on the Utility Commission, and a request from Waterford Police Chief Marc Balestracci to begin committee review of Street Takeovers and Traffic Camera Enforcement issues. Late-arriving correspondence (See Attachment) were a revised letter from Finance Director Allen on Agenda Item 2, three recommendations for open Personnel Review Board and one recommendation for the open seat on the Utility Commission.

PUBLIC COMMENT

Waterford resident Joshua Steele Kelly, 6 Marlin Dr, spoke concerning his credentials to as a potential candidate for Utility Commission.

AGENDA ITEM G

MOTION by Childs, seconded by Goldstein, to accept the Moderator report with the noted amendments. (See Attachment)

MOTION PASSED: Unanimous

AGENDA ITEM G

Moderator Driscoll confirmed that Committee Term Reports would be provided to incoming Standing Committee Chairs. Goldstein voiced his concerns that the body will need some direction on the interpretation of the Ethics Ordinance and Advisory opinion and that Legislation & Administration needs to meet on the matter.

CALL ITEM 1 – Harbor Management Fees

PRESENTATION: Harbor Management Chairman John Hughes

MOTION by Childs, seconded by Moreshead, to approve a request from the Harbor Management Commission, effective January 1, 2026, to increase moorings and pulley rates as presented. (See Attachment)

MOTION PASSED: Unanimous

CALL ITEM 2 – Protection/Maintenance of Donated Trees

Motion by Goldstein, seconded by Childs, to approve a request from Finance Director Kim Allen to deposit a check for \$20,000 from the Mr. Paul Eccard to be used for treatment, rehab and continuing protection/maintenance of donated trees at Waterford Beach Park.

A friendly amendment was offered by Childs and accepted to remove the "the" prior to "Mr." and add that the check is to be deposited "into the Contributed Gift Fund" to read as follows:

Motion by Goldstein, seconded by Childs, to approve a request from Finance Director Kim Allen to deposit a check for \$20,000 from Mr. Paul Eccard into the Contributed Gift Fund to be used for treatment, rehab and continuing protection/maintenance of donated trees at Waterford Beach Park.

MOTION PASSED: Unanimous

CALL ITEM 3 – Resurfacing of Roads Year 1

PRESENTATION: Public Works Director Gary Schneider

Motion by Childs, seconded by Moreshead, to approve a recommendation from the Board of Finance for an additional appropriation in the amount of \$1,533,238 from the Undesignated Fund Balance of the General Fund to a new project line within the Capital Improvements Project Fund for the resurfacing of roads identified in Year 1 of the three-year plan.

A friendly amendment was offered by Gonzalez and accepted to adjust the amount to \$1,533,283.

VOTING IN FAVOR: 23-1-2 (Mullen opposed; Moreshead, Condon abstained)

CALL ITEM 4: Library Electrical

PRESENTATION: Public Works Director Gary Schneider

Motion by Moreshead, seconded by Khan, to approve a recommendation from the Board of Finance to move \$25,000 from the Undesignated Fund Balance of the Capital Non-recurring Expenditure Fund #205-31520 to a new project line (Library Electrical Project).

VOTING IN FAVOR: Unanimous

CALL ITEM 5: Assessor Revaluation

PRESENTATION: Assessor Paige Walton

MOTION by Childs, seconded by Khan, to approve an appropriation in the amount of \$210,000 from designated Line #20501-57369 (CNR Revaluation) for property revaluation project to Vision

Government Solutions Inc.

MOTION PASSED: Unanimous

CALL ITEM 6 – Full-Time Firefighter/EMTs

PRESENTATION: Director of Fire Services Chris Haley

MOTION by Goldstein, seconded by Khan, to approve a request from the Board of Finance for an additional appropriation in the amount of \$88,640 from the Unassigned Fund Balance of the General Fund to the designated lines #10123-51410 (\$73,293), 10123-53111 (\$8,584), 10123-52370 (\$4,463), and 10123-52310 (\$2,300) to support the hiring of two full-time Firefighter/EMTs.

MOTION PASSED: 25-0-1 (Sullivan abstained)

CALL ITEM 7 – SCBA Upgrade

PRESENTATION: Director of Fire Services Chris Haley

MOTION by Childs, seconded by Moreshead, to approve a request from the Board of Finance for an appropriation in the amount of \$49,102 from designated line 20523-57777 (Fire Service-SCBA Upgrade Prog) for the SCBA Upgrade Program.

MOTION PASSED: 25-0-1 (Sullivan abstained)

CALL ITEM 8– Non-union Administrative/Technical Crafts Wage Increase

PRESENTATION: HR Director Christine Walters

MOTION by Steward-Gelinas, seconded by Childs, to approve a request from the First Selectman to approve the non-union Administrative Support (AS) and Technical Crafts (TC) general wage increase of 2.50% for fiscal year 2026-2027. This also includes an increase in employee cost-sharing of health benefits from 16% to 17% effective July 1, 2026.

MOTION PASSED: Unanimous

CALL ITEM 9 – Non-union Professionals & Management Professionals

PRESENTATION: HR Director Christine Walters

MOTION by Childs, seconded by Steward-Gelinas, to approve a request from the First Selectman to approve the non-union Professionals & Management Professionals general wage increase of 2.50% for fiscal year 2026-2027. This also includes an increase in employee cost-sharing of health benefits from 16% to 17% effective July 1, 2026.

MOTION PASSED: 25-0-1 (Nunes Peterson abstained)

At the request of Steward-Gelinas, a moment of silence was observed for long-serving Member and former Moderator Thomas Dembek.

CALL ITEM 10: Personnel Review Board

MOTION by Childs, seconded by Gonzalez, to nominate Gwendolyn Braxton to the Personnel Review Board. (Term 12/01/2025 – 11/30/2028)

MOTION by Steward-Gelinas, seconded by Goldstein, to nominate Krum Chuchev, to the Personnel Review Board. (Term 12/01/2025 – 11/30/2028)

MOTION by Steward-Gelinas, seconded by Goldstein, to nominate Rikki Wells to the Personnel Review Board. (Term 12/01/2025 – 11/30/2028)

Roll call vote taken in order of nominations.

VOTING IN FAVOR OF BRAXTON: Augmon-Bossa, Bennett, Calkins, Casper, Childs, Driscoll, Fioravanti, Franklin, Gonzalez, Greene, Khan, Moreshead, Mullen, Mullen Kohl, Olynciw, Pellett, Sullivan, Watson Jones

VOTING AGAINST: Bartelli, Besade, Condon, Goldstein, MacKenzie, Steward-Gelinas, Sugrue

UNAVAILABLE: Nunes Peterson

GWENDOLYN BRAXTON appointed: 18-7-0

VOTING IN FAVOR OF CHUCHEV: Bartelli, Besade, Casper, Condon, Goldstein, MacKenzie, Steward-Gelinas, Sugrue

VOTING AGAINST: Augmon-Bossa, Bennett, Calkins, Childs, Driscoll, Fioravanti, Franklin, Gonzalez, Greene, Khan, Moreshead, Mullen, Mullen Kohl, Nunes Peterson, Olynciw, Pellett, Sullivan, Watson Jones

NOMINATION FAILED: 8-18-0

VOTING IN FAVOR OF WELLS: Unanimous

RIKKI WELLS appointed: Unanimous.

CALL ITEM 11: Utility Commission

MOTION by Childs, seconded by Gonzalez, to nominate Beth Sabilia to the Utility Commission. (Term 04/01/2025 – 03/31/2029)

MOTION by Steward-Gelinas, seconded by Goldstein, to nominate Rich Gonyo to the Utility Commission. (Term 04/01/2025 – 03/31/2029)

MOTION by Moreshead, seconded by Khan to nominate Joshua Kelly to the Utility Commission. (Term 04/01/2025 – 03/31/2029)

Roll call vote taken in order of nominations.

VOTING IN FAVOR OF SABILIA: Augmon-Bossa, Bennett, Calkins, Casper, Childs, Driscoll, Gonzalez, Khan, Mullen, Mullen Kohl, Nunes Peterson, Olynciw, Pellett, Sullivan, Watson Jones

VOTING AGAINST: Bartelli, Besade, Condon, Franklin, Goldstein, Greene, MacKenzie, Moreshead, Steward-Gelinas, Sugrue

ABSTAINED: Fioravanti

BETH SABILIA APPOINTED: 15-10-1

CALL ITEM 12 – Committee on Committees

MODERATOR Driscoll appointed the following members to serve with Majority Leader Childs (District 2) and Minority Leader Steward-Gelinas (District 1) on the Committee on Committees: Tim Fioravanti, Lindsay Khan, Dave Sugrue.

RECESS: MODERATOR Driscoll called for a recess at 9:10 p.m. to allow the Committee on Committees to meet and prepare their recommendations.

CALL TO ORDER: MODERATOR Driscoll called the body back to order at 9:35 p.m.

CALL ITEM 13 – Committee on Committees Recommendations

MOTION by Childs, seconded by Steward-Gelinas, to accept the committee assignments as presented by the Committee on Committees. (See Attachment)

MOTION PASSED: Unanimous

CALL ITEM 14 – Long Range Fiscal Planning Committee, School Building Committee, Energy Task Force

MOTION by Steward-Gelinas, seconded by Goldstein, to accept the Long Range Fiscal Planning Committee and School Building Committee appointments as presented. (See Attachment)

A friendly amendment was offered by Childs and accepted to include the continued appointments of MacKenzie and Childs to the Energy Task Force as part of the motion.

MOTION PASSED: Unanimous

CALL ITEM 15 – Retirement Commission

MOTION by Childs, seconded by Goldstein, to appoint Paul Goldstein and Susan Driscoll to the Retirement Commission. (Term 12/01/2025 – 12/06/2027)

MOTION PASSED: Unanimous

CALL ITEM 16 – Social Services Grants Review Board

MOTION by Steward-Gelinas, seconded by Goldstein, to appoint Kate MacKenzie and Lindsay Khan to the Social Services Grants Review Board. (Term 12/01/2025 – 12/06/2027)

MOTION PASSED: Unanimous

CALL ITEM 17 – Oswegatchie Fire Station Building Committee

MOTION by Moreshead, seconded by Condon, to Passover and address at the February Meeting

MOTION PASSED: Unanimous

CALL ITEM 18 – RTM Proposed Schedule

MOTION by Steward-Gelinas, seconded by Condon, to approve the proposed schedule as presented. (See Attachment)

VOTING IN FAVOR: Unanimous

CALL ITEM 19 – RTM Proposed Budget

MOTION by Childs, seconded by Steward-Gelinas, to approve the FY27 budget in the amount of \$17,803 and forward to the Board of Selectmen for approval.

MOTION by Childs, seconded by Franklin, to amend Line Item #51210 by a reduction of \$1 for a new total of \$17,802

VOTING IN FAVOR: 24-2-0 (Goldstein, Steward-Gelinas opposed)

MOTION by Childs, seconded by Moreshead, to amend Line #53010 by a reduction of \$400 for a new total of \$17,402.

MOTION FAILED: 3-22-1 (Childs, Driscoll, Pellett voted in favor; Bennett abstained)

MOTION WITH AMENDED TOTAL PASSED (\$17,802): Unanimous

NEW BUSINESS:

A brief discussion ensued on start times of future meetings. No motions made.

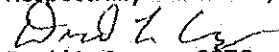
Moderator Driscoll made the body aware that all RTM members' names, email addresses and/or phone numbers will be posted on the Town's website and asked that members relay their preferred—if any—email address or phone number to her and Clerk Campo by the end of the week.

Moderator Driscoll discussed the need to begin scheduled reviews of the town's contracts with private organizations (Ordinance 3.04.070). The First Selectman agreed to present the Waterford Ambulance Service contract at the Feb. 2nd RTM meeting.

Moderator Driscoll requested that all members remain after adjournment for the purpose of newly formed Standing Committees electing their Chairs.

MOTION by Condon, seconded by Childs, to adjourn at 10:09 P.M.

Respectfully Submitted,



David L. Campo, CCTC
Waterford Town Clerk

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

REVISED – 11/21/25

TO: Paul Goldstein
RTM Moderator

FROM: Kim Allen, Director of Finance

COPY: Rob Brulé, First Selectman
Ryan McNamara, Director of Recreation & Parks

RE: Contributed Gift Approval

DATE: August 28, 2025

RECEIVED FOR RECORD
WATERFORD, CT
2025 NOV 21 P 12:45
ATTEST: *Carol A. Hopper*
TOWN CLERK

Per Waterford Ordinance 3.05.030 (Contributed Gifts Fund), all third party receipts over \$10,000 require the approval of the Representative Town Meeting.

Mr. Paul Eccard has donated \$20,000 to the Recreation and Park Department to be used for the treatment, rehab and continuing protection/maintenance of donated trees at Waterford Beach Park. As directed, funds will be deposited into the Contributed Gift Fund and utilized to begin a treatment plan of said trees and continuing protection that will ensure the continued health of the trees located at Waterford Beach Park.

I respectfully request the RTM's approval for the donation to be deposited into the Contributed Gift fund under the Recreation & Parks to be used for the treatment, protection and maintenance of trees located at Waterford Beach Park.

Respectfully,

Kimberly Allen

Kimberly Allen

David Campo

From: Erin McBride <emcbride.murphy@gmail.com>
Sent: Sunday, November 30, 2025 8:47 PM
To: David Campo
Subject: Utility Commission - Beth Sabilia
Attachments: Sabilia_Resume_UtilityComm.pdf

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Good evening, David,

Apologies for the late email, but I wanted to ensure I reached out to express that the Waterford DTC and Nominations Committee strongly recommends **Beth Sabilia** for the mid-term appointment to the **Utility Commission (4/1/25-3/31/29)**.

Beth has served in several elected and appointed positions, demonstrating a continued commitment to the town of Waterford. In addition, Beth brings an impressive array of professional experiences that make her uniquely qualified for this position. Please see the attached resume for additional information on Beth's experiences and qualifications. Thank you.

Contact Info for Beth:

Beth Sabilia
132 Oswegatchie Rd
860-961-2622
beth@sabilialaw.com

Please let me know if you have any questions. Have a good rest of your night, and thank you for your time.

Erin

--
Erin E. McBride (she/her/hers)
Waterford DTC, Chair

RECEIVED FOR RECORD
WATERFORD, CT
2025 DEC - 1 A 9:14
ATTEST: *[Signature]*
TOWN CLERK

David Campo

From: Elizabeth Ritter <betsyritter24@gmail.com>
Sent: Sunday, November 30, 2025 11:07 AM
To: David Campo
Subject: RTM Appointment to Personnel Review Board
Attachments: Personnel Review Board.pdf

CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hello Dave,

On behalf of the Nominations Committee (Waterford Democratic Town Committee) I am sending you the necessary information for appointment to the Personnel Review Board for a term beginning 12/1/2025. Please share this with the full RTM. Gwen is eager to serve our Town in this way!

--
Betsy

RECEIVED FOR RECORD
WATERFORD, CT
2025 NOV 30 P 2:37
ATTEST: *Betsy Ritter*
TOWN CLERK

Gwendolyn Braxton
278 Boston Post Road, Apt 1
Waterford, CT 06385

(860) 287-0838

usidb@aol.com

Gwen is a long-time Waterford resident, retired, past experience with a variety of community groups, programming with Connecticut College, and Waterford RISE.

WATERFORD REPUBLICAN TOWN COMMITTEE
P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

November 20, 2025

Dear Dave,

Please be informed that the Waterford Republican Town Committee has endorsed Rik Wells to serve on the Personnel Review Board for the December 1, 2025, to November 30, 2028 term.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on December 1, 2025, the name of Rik Wells for a term on the Personnel Review Board. Rik has been on the board for over 30 years and has been the chairman for 15 years. He brings a lot of knowledge to lead the younger members of the board.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
Danielle Steward-Gelinas

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WATERFORD, CT
2025 NOV 21 A 8:35
ATTEST: *[Signature]*
TOWN CLERK

WATERFORD REPUBLICAN TOWN COMMITTEE
P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

November 20, 2025

Dear Dave,

Please be informed that the Waterford Republican Town Committee has endorsed Krum Chuchev to serve on the Personnel Review Board for the December 1, 2025, to November 30, 2028, term.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on December 1, 2025, the name of Krum Chuchev for a term on the Personnel Review Board. He has been a member for three years. His profession as an attorney has helped the board to evaluate personnel issues.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
Danielle Steward-Gelinas

RECEIVED FOR RECORD
WATERFORD, CT
2025 NOV 21 A 8:35
ATTEST: *Danielle Steward-Gelinas*
TOWN CLERK

WATERFORD REPUBLICAN TOWN COMMITTEE

P.O. BOX 671 WATERFORD CT 06385

December 1, 2025

To the Members of the Representative Town Meeting:

The Waterford Republican Town Committee endorses Rich Gonyo of 35 Pepperbox Road, Waterford to be a member of the Utility Commission.

Rich is a lifelong Waterford resident with a great deal of experience in infrastructure, construction and budgeting and, most importantly, he has the time to commit to the Utility Commission.

Thank you for your consideration.

Respectfully Submitted,

Kate MacKenzie

Kate MacKenzie
Vice Chairman, WRTC

RECEIVED FOR RECORD
WATERFORD, CT
2025 DEC - 1 P 12:30
ATTEST: *[Signature]*
TOWN CLERK

MODERATOR'S REPORT

UPDATED

Representative Town Meeting

December 1, 2025

Matters Currently in Standing Committees

LEGISLATION & ADMINISTRATION

Review how the RTM considers recommendations for committee assignments,
RTC 06/06/22

Public Act 22-3, an act concerning remote meetings under the freedom of
information act, RTC 02/06/23

Review of a "Public Comment Ordinance" RTC 02/06/23

Police Commission expansion to seven members, RTC 10/02/23

Review of ordinances included within Senior Citizens Commission and Youth &
Family Services Bureau, RTC 08/07/24

Review of Chapter 2.50 Ethics Commission of the Waterford Code of Ordinances,
RTC 10/07/24

* Review of Chapter 3.08 to Reflect Public Act 25-92, RTC 10/06/25

EDUCATION

FINANCE, WAGE & PERSONNEL

Review of Ordinance 3.17 Fleet Management, *RTC 08/04/25

CIP Approval Process Pilot Program, RTC 06/02/25

Salaries of Elected Officials, RTC 12/02/24

PUBLIC HEALTH, RECREATION & ENVIRONMENT

*Review of Chapter 12.2, RTC 10/06/25

PUBLIC PROTECTION & SAFETY

Review of assigned duties to the Director of Fire Services, RTC 06/03/24

Street Takeovers and Enforcement Cameras, RTC 08/04/25

PUBLIC WORKS, PLANNING & DEVELOPMENT

Short Term Rentals, RTC 12/06/21

RTC: referred to committee

*Inadvertently left off the original 12/01/2025 report.

RECEIVED FOR RECORD
WATERFORD, CT
2025 DEC -5 AM 9:49
TOWN CLERK



1

Waterford Harbor Management Commission
Waterford Public Safety Building
204 Boston Post Road
Waterford, CT 06385

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
Attn: Town Clerk's Office
Mr. David Campo

RECEIVED FOR RECORD
WATERFORD, CT
2025 NOV 13 | P 3:45
ATTEST: *David Campo*
TOWN CLERK

Re: Mooring and Pulley Pole Rate Increase Request

Mr. Campo,

The Waterford Harbor Management Commission has found the East Lyme Harbor/Shellfish Commission has again raised their rates for moorings in the waters of East Lyme effective for the 2026 season (See attached minutes from their September 16, 2025 meeting, "Old Business", Item F). Those waters include the Niantic River as well as Niantic Bay. The Niantic River is a shared resource between East Lyme and Waterford. In the interest of parity, the Waterford Harbor Management Commission would like to raise the rates for moorings and pulley poles in all Waterford areas to match the rates instituted in East Lyme. Our current and proposed rates are as follows:

Current Rates:

New Mooring or Pulley Pole Rate	-	\$100.00 per year
Renewal Mooring or Pulley Pole Rate	-	\$ 75.00 per year

Proposed Rates:

New Moorings or Pulley Poles	-	\$125.00 per year
Renewing Moorings and Pulley Poles	-	\$100.00 per year

I would like to present this information to the Waterford Representative Town Meeting and ask for their approval to increase our mooring and pulley pole rates to stay at parity with the East Lyme Harbo/Shellfish Commission.

Respectfully submitted by:

John J. Hughes III
John J. Hughes III, Chair
Waterford Harbor Management Commission

2025-2027 RTM Member Committee Assignments/Appointments

Committee on Committees

Moderator appoints at first annual meeting; minimum of 5 members; all 4 districts must be represented.

Majority Leader—Mary Childs (2)

Minority Leader—Danielle Steward-Gelinas (1)

Tim Fioravanti (3)

Dave Sugrue (4)

Lindsay Khan (1)

RECEIVED FOR RECORD
WATERBURY, CT
2025 DEC -5 AM 9:40
JENN CLARK

RTM Standing Committees (for duration of current RTM term)

Prepared by Majority and Minority Leader; endorsed by Committee on Committees; approved by RTM at first annual meeting. Every member must serve on at least one standing committee; minimum of 3 members; simple majority applies. Moderator serves as ex-officio member of every committee.

Legislation & Administration

D Erica Casper *

D Emmy Franklin

D Mary Childs

R Paul Goldstein

R Danielle Steward-Gelinas

Public Health, Recreation & Environment

D Kayla Mullen*

D Narciss Greene

D Ocean Pellett

R Steve Besade

R Christina Jessuck

Public Works, Planning & Development

D Guy Caulkins*

D Ted Olynciw

D Kyrach Augmon Bossa

R Jim Bartelli

R Dave Sugrue

Education

D Tim Fioravanti*

D Kristin Gonzalez

D Julie Watson Jones

R Dave Sugrue

R Danielle Steward-Gelinas

Finance, Wage & Personnel

D JoAnna Bennett*

D Lindsay Khan

D Ursula Moreshead

R Kate MacKenzie

R Steve Besade

Public Protection & Safety

D Tim Sullivan*

D Kathy Mullen Kohl

D Kathy Nunes Peterson

R Tim Condon

R D3 Vacancy

* denotes Chair

RTM Member Appointments to Outside Committees/Commissions (for duration of current RTM term unless limited/expanded by oversight dept/board or by ordinance)

When more than one seat, at least one member from each caucus; nominated by caucus, approved by RTM

Social Service Grants Review (2-yr term)

D Lindsay Khan

R Kate MacKenzie

Retirement Commission (2-yr term)

D Susan Driscoll

R Paul Goldstein

School Building Committee (5-yr terms)

two vacancies to be filled mid-term on 12/1/25:

D Ted Olynciw 7/1/25 – 6/30/30

D Julie Watson Jones 7/1/22 – 6/30/27

R Dave Sugrue 7/1/24 – 6/30/29

OSW Fire Station Building Committee (term for life of project; replacements only when appointee resigns from BC or is no longer on RTM)

D Ted Olynciw

R tbd at Feb. meeting.

RTM Special Committees (Written charge/mission required. Duration of terms specified by charge/mission statement or applicable ordinance. Simple majority applies.)

Long-Range Fiscal Planning Committee

D JoAnna Bennett

D Lindsay Khan

D Ursula Moreshead

R Christina Jessuck

R Jim Bartelli

Energy Task Force

D Mary Childs

R Kate MacKenzie

**REPRESENTATIVE TOWN MEETING
2026 REGULAR MEETING SCHEDULE
7:00pm – Waterford Town Hall Auditorium**

February 2, 2026

April 6, 2026

May 4, 6, 11 and 13, 2026 (FY27 Annual Budget Meeting)

June 1, 2026

August 3, 2026

October 5, 2026

December 7, 2026 (Annual Meeting)

January 18, 2025

Kathleen Jacques
10 Magonk Point Rd
Waterford, CT 06385

David Campo, Town Clerk
Town of Waterford
15 Rope Ferry Rd
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT

2025 JAN 21 A 9:53

ATTEST: *David L. Campo*
TOWN CLERK

D

RE: Letter to RTM regarding Town of Waterford Code of Ordinances, Title 9, Chapter 9.08 Mass Gatherings

Dear Moderator Driscoll:

I respectfully request that the Waterford RTM review and take action to revise the Town of Waterford Ordinance Title 9, Public Peace, Morals & Welfare, Chapter 9.08 Mass Gatherings, and its applicability to gatherings on public property. A copy of the ordinance is attached.

In the fall of 2025, community members notified the Town Police Chief of plans for an assembly of 200 to 1999 people for a peaceful rally. The Police Chief advised them that the activity could require the approval of the Board of Selectmen and be subject to the provisions of Chapter 9.08, which applies to "Mass Gatherings." After receiving approval from the Board of Selectmen at their meeting on 09/09/2025, the organizers were provided with a copy of the license application.

The license application and the conditions for issuance proved burdensome and ultimately insurmountable to carry out a planned rally of three hours or less: for example, requiring thirty days advance notice; a plan for portable toilets, security and fire protection; insurance indemnification, etc.

While it is certainly necessary that the safety and well-being of all people should be a priority for the Town government, in this case the determination that this activity should be subject to the provisions of Ordinance 9.08 revealed that: 1. the definitions are too broad, 2. the statute was improperly applied, or 3. the existing license application is prohibitive for a gathering whose **sole** purpose is to exercise the people's First Amendment rights of free speech and assembly.

State of Connecticut law permits towns to regulate public gatherings, and a wide range of procedures and permitting requirements have been adopted. In the City of New London, a site permit is completed that requires the date, location, number of attendees expected, and a determination of whether a noise permit is required. The administrative

assistant communicates with the city officials involved and events have been held with as little as forty-eight hours' notice. The Town of East Lyme has a Mass Gathering Ordinance in its municipal code, but gatherings of this type are exempt from permit requirements per East Lyme Town Charter Section 92.09. ACLU Connecticut has a publication that explains the rights of protestors and guidelines for permitting.

We respectfully request that the RTM revise or amend the Town Code of Ordinances and clarify the permitting procedure to ensure that the First Amendment rights of the citizens of Waterford and the community at large are protected and guaranteed.

Sincerely,

Kathleen Jacques

Attachments (3): Town of Waterford Code of Ordinances, Title 9, Chapter 9.08 Mass
Gatherings
East Lyme Town Charter Section 92.09
ACLU Connecticut Know Your Rights

Chapter 9.08 - MASS GATHERINGS

Sections:

9.08.010 - Definitions.

For the purposes of this chapter, the words set out in this section shall have the following meanings:

"Assembly" means a company of persons gathered together at any location at any single time for a purpose.

"Persons" means any individual, partnership, corporation, firm, company, association, society or group.

(Prior code § 12-42)

9.08.020 - Exemptions.

This chapter does not apply to any regularly established, permanent place of worship, stadium, athletic field, arena, auditorium, hotel, motel, building owned by any fraternal, charitable, religious or educational organization, town-owned property, or other similar permanently established place of assembly for assemblies which do not exceed by more than two hundred fifty people the maximum seating capacity of the structure where the assembly is held, provided that the nature of the assembly is consistent with the customary use of the facility.

(Prior code § 12-50)

9.08.030 - License—Required—Fee.

A. No person shall permit, maintain, promote, conduct, advertise, act as entrepreneur, undertake, organize, manage or sell or give tickets to an actual or reasonably anticipated assembly of more than two hundred people, whether on public or private property, unless a license to hold the assembly has first been issued by the board of selectmen. A license to hold an assembly issued to one person shall permit any person to engage in any lawful activity in connection with the holding of the licensed assembly.

B. A separate license shall be required for each location at which such number of people assemble or can reasonably be anticipated to assemble and shall include the number of days and the hours of assembly. The fee for each license shall be ten dollars.

C. A license shall permit the assembly of only the maximum number of people stated in the license. The licensee shall not sell tickets to or permit to assemble at the licensed location more than the maximum permissible number of people.

D. The licensee shall not permit the sound of the assembly to carry unreasonably beyond the boundaries of the location of the assembly.

(Prior code § 12-43)

9.08.040 - License—Application.

A. Application for a license to hold such an actual or anticipated assembly shall be made in writing to the board of selectmen at least thirty calendar days in advance of such assembly for groups of under two thousand and at least sixty calendar days for larger groups and shall be accompanied by the bond, or other surety satisfactory to the board of selectmen, required by Section 9.08.050 B10 and the license fee required by Section 9.08.030 B. At this time, the first selectman shall provide the applicant with a written list of any additional requirements which must be met in order for the assembly to be held.

B. The application shall contain a statement made upon oath or affirmation that the statements contained therein are true and correct to the best knowledge of the applicant and shall be signed and sworn to or affirmed by the individual making application in the case of an individual, by all officers in the case of a corporation, by all partners in the case of a partnership or by all officers of an unincorporated association, society or group or, if there are no officers, by all members of such association, society or group.

C. The application shall contain and disclose:

1. The name, age, residence and mailing address of all persons required to sign the application by subsection B of this section and, in the case of a corporation, a certified copy of the articles of incorporation together with the name, age, residence and mailing address of each person holding ten percent or more of the stock of such corporation;
2. The address and legal description of all property upon which the assembly is to be held, together with the name, residence and mailing address of the record owner or owners of all such property;
3. Proof of ownership of all property upon which the assembly is to be held or a statement made upon oath or affirmation by the record owner or owners of all such property that the applicant has permission to use such property for such an assembly;
4. The nature or purpose of the assembly;
5. The total number of days or hours during which the assembly is to last;
6. The maximum number of persons which the applicant shall permit to assemble at any time, not to exceed the maximum number which can reasonably assemble at the location of the assembly, in consideration of the nature of the assembly or the maximum number of persons allowed to sleep within the boundaries of the location of the assembly by the zoning regulations of the town if the assembly is to continue overnight;
7. The maximum number of tickets to be sold, if any;
8. The plans of the applicant to limit the maximum number of people permitted to assemble;
9. The plans for supplying potable water including the source, amount available and location of outlets;
10. The plans for providing toilet facilities, including the source, number, location and type, and the means of disposing of waste deposited;
11. The plans for holding, collecting and disposing of solid waste material;
12. The plans, if any, to illuminate the location of the assembly, including the source and amount of power and the location of lamps;
13. The plans for parking vehicles, including size and location of lots, points of highway access and interior roads, including routes between highway access and parking lots;
14. The plans for camping facilities, if any, including facilities available and their location;
15. The plans for security, including the number of guards, their deployment, and their names, addresses, credentials and hours of availability;
16. The plans for fire protection, including the number, type and location of all protective devices including alarms and extinguishers, and the number of emergency fire personnel available to operate the equipment;
17. The plans for sound control and sound amplification, if any, including the number, location and power of amplifiers and speakers;

18. The plans for food concessions and concessioners who may be allowed to operate on the grounds including the names and addresses of all concessioners and their license or permit numbers;

19. Plans for providing medical service.

(Prior code § 12-44)

9.08.050 - License—Conditions for issuance.

Before he may be issued a license, the applicant shall first:

A. Determine the maximum number of people which will be assembled or admitted to the location of the assembly, provided the maximum number shall not exceed the maximum number which can reasonably assemble at the location of the assembly in consideration of the nature of the assembly; and provided, where the assembly is to continue overnight, the maximum number shall not be more than is allowed to sleep within the boundaries of the location of the assembly by the zoning regulations or health ordinances of the town.

B. Provide proof that any food concessions to be in operation on the grounds will have sufficient capacity to accommodate the number of persons expected to be in attendance and that he will furnish at his own expense, before the assembly commences, the following:

1. Potable water, from a source approved by the local director of health, sufficient to provide drinking water for the maximum number of people to be assembled at the rate of at least one gallon per person per day and, if the assembly is to continue overnight, water for bathing at the rate of at least ten gallons per person per day;
2. Separate enclosed toilets for males and females, meeting all state and local specifications, conveniently located throughout the grounds, sufficient to provide facilities for the maximum number of people to be assembled at the rate of at least one toilet for every two hundred females and at least one toilet for every three hundred males, together with an efficient, sanitary means of disposing of waste matter deposited, which is in compliance with all state and local laws and regulations;
3. A sanitary method of disposing of solid waste, in compliance with state and local laws and regulations, sufficient to dispose of the solid waste production of the maximum number of people to be assembled at the rate of at least two and one-half pounds of solid waste per person per day, together with a plan for holding and a plan for collecting all such waste at least once each day of the assembly and sufficient trash cans with tight-fitting lids and personnel to perform the task;
4. If the assembly is to continue during hours of darkness, illumination sufficient to light the entire area of the assembly at the rate of at least five footcandles, but not to shine unreasonably beyond the boundaries of the location of the assembly;
5. A parking area inside the assembly grounds sufficient to provide parking space for the maximum number of people to be assembled at the rate of at least one parking space for every four persons;
6. If the assembly is to continue overnight, camping facilities in compliance with all state and local requirements, sufficient to provide camping accommodations for the maximum number of people to be assembled;
7. Security guards, either regularly employed, duly sworn, off-duty police officers, or private guards, licensed in this state, sufficient to provide adequate security for the

maximum number of people to be assembled at the rate of at least one security guard for every seven hundred fifty people, or as determined by the chief of police;

8. Fire protection, including alarms, extinguishing devices and fire lanes and escapes, sufficient to meet all state and local standards for the location of the assembly and sufficient emergency personnel to operate efficiently the required equipment;

9. All reasonably necessary precautions to ensure that the sound of the assembly will not carry unreasonably beyond the enclosed boundaries of the location of the assembly;

10. Any undertaking by a person or persons of sufficient financial worth, which:

a. Shall indemnify and hold harmless the town or any of its agents, officers, servants or employees from any liability or causes of action which might arise by reason of granting the license, and from any cost incurred in cleaning up any waste material produced or left by the assembly,

b. Shall guarantee the town the payment of any expenses which may accrue as a result of the gathering, and

c. Shall guarantee reimbursement of ticket holders if the event is canceled;

11. Medical personnel and ambulances as may be required by the director of health.

(Prior code § 12-45)

9.08.060 - License—Processing time.

The completed application for a license shall be processed within twenty calendar days for gatherings less than two thousand, or thirty calendar days for gatherings over two thousand, of its receipt and shall be issued if there is compliance with all conditions.

(Prior code § 12-46)

9.08.070 - License—Revocation.

A license issued under the provisions of this chapter may be revoked by the first selectman, or his designated representative, at any time if any of the conditions necessary for the issuing of or contained in the license are not complied with, or if in the best interest of public safety.

Source: East Lyme Town Charter

§ 92.09 EXCLUSIONS.

This chapter shall not apply to the following assemblies:

- (A) Religious services;
- (B) Political meetings and demonstrations;
- (C) Funerals;
- (D) Weddings;
- (E) Assemblies sponsored or authorized by any town agency;
- (F) Athletic events;
- (G) Assemblies conducted within any permanent structure; and
- (H) Assemblies required to be licensed by other provisions of the Connecticut General Statutes or town ordinances.

(Ord. passed 9-23-1982)

<https://www.acluct.org/know-your-rights/know-your-rights-free-speech/>

The First Amendment protects your right to assemble and express your views through protest. However, police and other government officials are allowed to place certain narrow restrictions on the exercise of speech rights. Make sure you're prepared by brushing up on your rights before heading out into the streets.

1.

1.

I'm organizing a protest

Your rights

- Your rights are strongest in what are known as "traditional public forums," such as streets, sidewalks, and parks. You also likely have the right to speak out on other public property, like plazas in front of government buildings, as long as you are not blocking access to the government building or interfering with other purposes the property was designed for.
- Private property owners can set rules for speech on their property. The government may not restrict your speech if it is taking place on your own property or with the consent of the property owner.
- Counterprotesters also have free speech rights. Police must treat protesters and counterprotesters equally. Police are permitted to keep antagonistic groups separated but should allow them to be within sight and sound of one another.
- When you are lawfully present in any public space, you have the right to photograph anything in plain view, including federal buildings and the police. On private property, the owner may set rules related to photography or video.

Do I need a permit?

- You don't need a permit to march in the streets or on sidewalks, as long as marchers don't obstruct car or pedestrian traffic. If you don't have a permit, police officers can ask you to move to the side of a street or sidewalk to let others pass or for safety reasons.

- Certain types of events may require permits. These include a march or parade that requires blocking traffic or street closure; a large rally requiring the use of sound amplifying devices; or a rally over a certain size at most parks or plazas.
- While certain permit procedures require submitting an application well in advance of the planned event, police can't use those procedures to prevent a protest in response to breaking news events.
- Restrictions on the route of a march or sound equipment might violate the First Amendment if they are unnecessary for traffic control or public safety, or if they interfere significantly with effective communication to the intended audience.
- A permit cannot be denied because the event is controversial or will express unpopular views.
- If the permit regulations that apply to your protest require a fee for a permit, they should allow a waiver for those who cannot afford the charge.

What to do if you believe your rights have been violated

- When you can, write down everything you remember, including the officers' badge and patrol car numbers and the agency they work for.
- Get contact information for witnesses.
- Take photographs of any injuries.

Once you have all of this information, you can file a written complaint with the agency's internal affairs division or civilian complaint board.

MODERATOR'S REPORT

UPDATED

Representative Town Meeting

February 2, 2026

F

Matters Currently in Standing Committees

LEGISLATION & ADMINISTRATION

Review how the RTM considers recommendations for committee assignments,

RTC 06/06/22

Public Act 22-3, an act concerning remote meetings under the freedom of information act, RTC 02/06/23

Review of a "Public Comment Ordinance" RTC 02/06/23

Police Commission expansion to seven members, RTC 10/02/23

Review of ordinances included within Senior Citizens Commission and Youth & Family Services Bureau, RTC 08/07/24

Review of Chapter 2.50 Ethics Commission of the Waterford Code of Ordinances, RTC 10/07/24

Review of Chapter 3.08 to Reflect Public Act 25-92, RTC 10/06/25

EDUCATION

FINANCE, WAGE & PERSONNEL

Review of Ordinance 3.17 Fleet Management, *RTC 08/04/25

CIP Approval Process Pilot Program, RTC 06/02/25

Salaries of Elected Officials, RTC 12/02/24

PUBLIC HEALTH, RECREATION & ENVIRONMENT

Review of Chapter 12.2, RTC 10/06/25

PUBLIC PROTECTION & SAFETY

Review of assigned duties to the Director of Fire Services, RTC 06/03/24

Street Takeovers and Enforcement Cameras, RTC 08/04/25

PUBLIC WORKS, PLANNING & DEVELOPMENT

Short Term Rentals, RTC 12/06/21

RTC: referred to committee

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

1

TO: Sue Driscoll
RTM Moderator

FROM: Kim Allen, Director of Finance

COPY: Rob Brule, First Selectman
Ryan McNamara, Director of Recreation & Parks

RE: Contributed Gift Approval

DATE: January 12, 2026

Per Waterford Ordinance 3.05.030 (Contributed Gifts Fund), all third party receipts over \$10,000 require the approval of the Representative Town Meeting.

Mr. Paul Eccard has donated \$20,000 to the Recreation and Park Department to be used for the treatment, rehab and continuing protection/maintenance of copper beech trees at Waterford Beach. As directed, funds will be deposited into the Contributed Gift Fund and utilized to begin a treatment plan of said trees and continuing protection that will ensure the continued health of the trees located at Waterford Beach Park.

I respectfully request the RTM's approval for the donation to be deposited into the Contributed Gift fund under the Recreation & Parks Department to be used for the treatment, protection and maintenance of the copper beech trees located at Waterford Beach.

Respectfully,

Kimberly Allen

Kimberly Allen

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 13 1 A 9:04
ATTEST: *[Signature]*
TOWN CLERK

0899

DATE January 12, 2026

\$ 20,000.00

DOLLARS
 →
 Post-Positive
 Ink

↓
Best
Descriptive
Link

✖ Citizens.

CITIZENS QUEST™

MEMO 6147, Copper beach Grove

Paul K. Green

2000

LOOK FOR FRAMING FEATURES INCLUDING THE VICINITY SQUARE AND HEAT-RESISTANT 90K DETAILS ON BLACK.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

2

December 17, 2025

Ms. Susan Driscoll, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Subject: Agenda Request: Board of Finance Recommendation for Utility Commission Emergency Repair Funding

Dear Moderator Driscoll:

During the Board of Finance meeting on December 10, 2025, the Board voted to recommend that the Representative Town Meeting approve a request from Jill Stevens, Director of the Utility Commission. The recommendation is to transfer \$110,721 from the Capital-Nonrecurring Expenditure Fund (Undesignated Fund Balance, #205-31520) to the Enterprise Fund (Service Contracts & Repairs, #21131-52040).

I respectfully request that this item be placed on the agenda for the next Representative Town Meeting.

Supporting documentation is attached.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Utility Commission, Water Fund Emergency Repair

GP/rhh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2025 DEC 19 1 P 4:03
ATTEST: *[Signature]*
TOWN CLERK

1000 HARTFORD TURNPIKE



WATERFORD, CT 06385

October 21, 2025

Mr. Rob Brule, First Selectman
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Brule,

The Utility Commission respectfully requests a special appropriation of funds in the amount of \$110,721.00 to be transferred to the Water Fund L.I. # 21131-52040 Service Contracts & Repairs. This transfer request is being made to reimburse the City of New London for the emergency repair of a water main break in July of 2025 on Quinley Way. The City of New London is not seeking reimbursement for labor, materials, or equipment reimbursement, but only the costs for the paving and traffic control services provided to restore the roadway after repairing the main.

These repair costs meet the definition of material costs as outlined in the Waterford/New London Interlocal Water Agreement (W/NLIWA), which states: "Material", as applied to the cost or expense of a particular repair or maintenance, means greater than or equal to \$5,000 adjusted on a cumulative basis at a rate equal to the Escalation Index as of the April 1 immediately preceding the date of adjustment..." Currently using the ENR Construction Costs Index as prescribed in the W/NLIWA, the Escalation Index is equal to 3.13 making the adjusted threshold for material costs \$15,658. As such per the W/NLIWA: "A repair the expensive of which is Material shall be paid for as a Capital Improvement."

Thank you.

A handwritten signature in cursive script, appearing to read "Jill N. Stevens".

Jill N. Stevens, Director
Utility Commission

Cc: Utility Commission
Kimberly Allen, Director of Finance
Encl: City of New London Invoice & Email from Dir. Lanza fame

11/18/25, BAS - approved

From: Jacqueline Jurek
To: J.B. Stenck
Subject: Quinley Way Invoice
Date: Monday, October 20, 2015 10:37:24 AM

**CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.**

Hello Jib,

The totals the City is seeking for reimbursement regarding the Quinley Way Break are as follows:

8,315.00	0	1000244712	BLUE LINE TRAFFIC SERVICE, LLC	5201084059	275	Traffic control Main break @ Connshire/Quinley
102,406.20	0	1000244812	PETER S FURELLO LLC	5201068738	273	Reconstruct road re Main break @ Connshire/Quinley
110,721.20						

We are not seeking any labor, materials or equipment reimbursement, only cost of paving and traffic control.

Total amount \$110,721.21

Let me know your thoughts

Joe

New London Public Utilities

15 Masonic Street
New London, CT 06320

Phone: (860) 447-5221
Fax: (860) 701-7693
E-mail: jlantzafame@newlondoncc.org

Statement Quinley Way Water Break

Statement #: 10/20/2025
Date: October 20, 2025
Customer ID: Town of Waterford

Bill To: Jill Stevens
Town Of Waterford
1000 Hartford Turnpike
Waterford, CT 06385

Date	Type	Description	Quantity	Unit Cost	Amount
10/20/2025		Quinley Way Water Break	1	\$110,721.20	\$ 110,721.20

Reminder:

Terms: Balance due in 30 days.

REMITTANCE

Customer Name: Waterford Utilities
Customer ID: Town of Waterford
Statement #: 10/20/2025
Date: October 20, 2025
Amount Due: \$110,721.20
Amount Enclosed:

Please mail check to the following:

City of New London - W&WPCA
Attn: Joseph Lantzafame
15 Masonic Street
New London, CT 06320

Site 11768
NON-PO

BLUE • LINE
TRAFFIC SERVICE, LLC

Invoice

Blue Line Traffic Service
Taking care of what really matters

Date: July 27 2025
Invoice #: 480
Customer ID: Veolia

To
Veolia - Site 11768
100 Trumbull Road
New London, CT 06320
Attn: Keith Browne (860)389-8977

Full payment due at receipt of services. A finance charge of 1.5% will be charged monthly or 18% annually to outstanding balances. In the event of non-payment, the cost of collection including attorney fees will be added to unpaid balances. Governed by CT State Laws

Date	Location	Staff	Hours	Slip	Rate	Line Total
7/19/2025	Connshire/Quinley Emergency Repair	Burdick	9	3225	\$ 97.50	\$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Reichard	9	3224	\$ 97.50	\$877.50
7/19/2025	Connshire/Quinley Emergency Repair	Mennino	6	2855	\$ 97.50	\$585.00
7/19/2025	Connshire/Quinley Emergency Repair	Gouveia	6	3293	\$ 97.50	\$585.00
7/20/2025	Connshire/Quinley Emergency Repair	Mennino	10	2856	\$ 97.50	\$975.00
7/20/2025	Connshire/Quinley Emergency Repair	Gouveia	10	3314	\$ 97.50	\$975.00
7/21/2025	Connshire/Quinley Emergency Repair	Not	8	4821	\$ 97.50	\$780.00
7/21/2025	Connshire/Quinley	Reichard	8	3226	\$ 65.00	\$520.00
7/21/2025	Connshire/Quinley	Kanney	8	1904	\$ 65.00	\$520.00
7/22/2025	Connshire/Quinley	Bunkley	9	3547	\$ 65.00	\$585.00
7/22/2025	Connshire/Quinley	Mennino	9	2858	\$ 65.00	\$585.00
7/19/2025	Advanced warning signs & cones		1		\$150.00	\$150.00
7/20/2025	Advanced warning signs & cones		1		\$150.00	\$150.00
7/21/2025	Advanced warning signs & cones		1		\$150.00	\$150.00

Subtotal \$8,315.00
TAX EXEMPT
Total \$8,315.00

Make all checks payable to Blue Line Traffic
Electronic Payment Account: 385030562330 Routing Number: 011900254
Thank you for your business!
35 Guthrie Pl, New London, CT 06320, 860-910-2710, Alison@bluelinetraffic.com

S/E 7/29

8/4
DS

PETER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turrello.com
Web: www.turrello.com

BILL TO:		Invoice	
Veolia Water	<i>Site 11768 AON-PO</i>	Date:	8/5/2025
Accounts Payable 100 Trumbull Street New London, CT 06320		Invoice #:	25550

	P.O. No.		Terms	
	Site ID: 11768		Net 30	
Description	Qty	Unit	Rate	Amount
For the completion of emergency services to reconstruct approximately 600' x 15' of roadway from water main break from Latimer Ct to Connshire Dr on Quinley Way, Waterford, CT.				
7/21/25 - Mobilization, CBYD, Layout				
Labor	1	ls	1,158.00	1,158.00
Equipment	1	ls	6,238.00	6,238.00
Trucking	1	ls	960.00	960.00
Materials (Diamond Blade, 1,200 lf sawcutting)	1	ls	807.00	807.00
7/22/25 - Sawcutting, Mobilization, Excavation, Compaction				
Latimer Ct intersection				
Labor	1	ls	2,427.00	2,427.00
Equipment	1	ls	3,843.00	3,843.00
Trucking	1	ls	960.00	960.00
Water Truck	1	ls	600.00	600.00
Materials (including dumping fees)	1	ls	1,314.00	1,314.00
7/25/25 - Excavate, Install Base, Compact				
Quinley Way, Latimer to Connshire				
Labor	1	ls	2,296.00	2,296.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,920.00	1,920.00
Subtotal				
Sales Tax (6.35%)				
Total				
Payments/Credits				
Balance Due				

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

1063

8/8/25
DS

ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turello.com
Web: www.turello.com

BILL TO:**Invoice**

Veolia Water
Accounts Payable
100 Trumbull Street
New London, CT 06320

Date: 8/5/2025

Invoice #: 25550

	P.O. No.		Terms	
	Site ID: 11768		Net 30	
Description	Qty	Unit	Rate	Amount
Materials (including dumping fees)	1	ls	3,492.00	3,492.00
7/28/25 - Quinley Way & Connshire Dr Intersection				
Labor	1	ls	1,475.00	1,475.00
Equipment	1	ls	310.00	310.00
Trucking	1	ls	1,200.00	1,200.00
Materials (including dumping fees)	1	ls	732.00	732.00
7/29/25 - Quinley Way & Latimer to Driveway				
Excavate, grade, remove curb, inspect catch basins (no damage to catch basins)				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	15,732.00	15,732.00
Trucking	1	ls	1,920.00	1,920.00
Materials (including dumping fees)	1	ls	1,200.00	1,200.00
7/30/25 - Excavate and grade Connshire Dr & Latimer Intersections, Blinder Latimer to Connshire Dr				
Demobilize excavating equipment				
Labor	1	ls	3,303.00	3,303.00
Equipment (including water truck)	1	ls	1,981.00	1,981.00
Trucking	1	ls	3,840.00	3,840.00
Materials (including dumping fees)	1	ls	13,806.71	13,806.71
Subtotal				
Sales Tax (6.35%)				
Total				
Payments/Credits				
Balance Due				

****Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer****

2083

ER S TURELLO LLC

P.O. Box 1270
New London, CT 06320

TRUSTED NAME FOR OVER 100 YEARS

Office: 860-443-6475
E-Mail: accounting@turrello.com
Web: www.turrello.com

BILL TO:		Invoice	
Veolia Water		Date:	8/5/2025
Accounts Payable		Invoice #:	25550
100 Trumbull Street			
New London, CT 06320			

	P.O. No.		Terms	
	Site ID: 11768		Net 30	
Description	Qty	Unit	Rate	Amount
7/31/25 - Latimer to Connshire Dr top course,				
Demobilize paving equipment	1	ls	2,972.00	2,972.00
Labor	1	ls	1,096.00	1,096.00
Equipment (including water truck)	1	ls	3,840.00	3,840.00
Trucking	1	ls	12,778.59	12,778.59
Materials				
8/1/25 - Curb, Loam/Seed, Demobilize				
Labor	1	ls	2,936.00	2,936.00
Equipment	1	ls	496.00	496.00
Trucking	1	ls	1,680.00	1,680.00
Materials	1	ls	770.90	770.90
Crackfilling	1	ls	890.00	890.00
A FINANCE CHARGE of 1.5% will be applied to the portion of the previous balance outstanding for more than 30 days. This is an annual percentage rate of 18.0%. COSTS OF COLLECTION INCLUDING ATTORNEY'S FEES WILL BE ADDED TO ACCOUNTS REFERRED FOR COLLECTION.	Subtotal			\$102,406.20
	Sales Tax (6.35%)			\$0.00
	Total			\$102,406.20
	Payments/Credits			\$0.00
	Balance Due			\$102,406.20

Peter S. Turello, LLC is an Equal Opportunity Employer/Affirmative Action Employer

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

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January 16, 2026

Ms. Susan Driscoll, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 20 A 8:52
ATTEST: David E. Long
TOWN CLERK

Subject: Agenda Request: Board of Finance Recommendation Appropriation for Public Works PD HVAC

Dear Moderator Driscoll:

During the Board of Finance meeting on January 14, 2026, the Board voted to recommend that the Representative Town Meeting approve a request from Gary Schneider, Director Public Works. The recommendation is to move **\$25,000** from the designated budget line **#20511-57871 (Police Department Building HVAC)** to the appropriated line **#20511-57871 (Police Department Building HVAC)**,

I respectfully request that this item be placed on the agenda for the next Representative Town Meeting.

Supporting documentation is attached.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Public Works, Police Department Building HVAC

GP/rlh

Cc: Town Clerk



To: Robert Brule, First Selectman
Cc: Kimberly Allen, Finance Director
From: Gary Schneider, Director of Public Works
Date: December 29, 2025
Re: Appropriation

I respectfully request an appropriation in the amount of \$25,000 from Capital and Non-Recurring designated line #20511-57871 (Police Department Building HVAC).

The attached proposal from our On-Call Engineer, GM2, details what will be accomplished in the first phase of the design.

A January 2020 report found at the Police Station "...existing equipment such as the exhaust systems, cabinet unit heaters and radiant ceiling panels throughout the building are original to the 1990 construction. A large quantity of the equipment mentioned are nonfunctional" Although the natural gas conversion replaced the burner on the boiler and remove the underground tank, the rest of the system at the Police Station must be addressed to include the Building Management System.

The Department is requesting the entire amount of \$25,000 be appropriated. There may be additional costs for material testing (asbestos, PCB's) that are not covered in the proposal for this phase.

Once this phase is completed, a proposal will be developed for the second phase, which will require an additional appropriation. The second phase will be detailed plans, specifications and the cost estimate of the renovations and replacements that are required.

It is envisioned this request will be placed in the FY28 capital request from the Department.



November 5, 2025

Gary J. Schneider
Director of Public Works
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Police Department HVAC Systems Study
41 Avery Lane, Waterford, CT

Dear Gary:

We are pleased to provide this proposal for the above project.

PROJECT UNDERSTANDING

We understand the project will involve an assessment of the existing HVAC systems at the Police Department building.

SCOPE OF SERVICES

We will provide the following services:

1. Conduct a review of the existing drawings of the HVAC systems.
2. Perform a review of any service records you may have on the HVAC systems.
3. Visit the site to verify the existing conditions of the existing HVAC systems.
4. Prepare a report that provides a description of the existing HVAC systems, presents results of our assessment, and provides recommendations for HVAC system improvements, including provision of a high-level opinion of probable cost.

FEES

We propose to provide the above professional services for a fixed fee of \$12,000.00.

Should you have any questions related to this proposal, please feel free to contact me.

Sincerely,


Kenneth A. Hipsky, P.E.
Vice President

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

4

January 16, 2026

Ms. Susan Driscoll, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 20 A 8:52
ATTEST: *Daniel J. Langston*
TOWN CLERK

Subject: Agenda Request: Board of Finance Recommendation Appropriation for IT Computer Replacements

Dear Moderator Driscoll:

During the Board of Finance meeting on January 14, 2026, the Board voted to recommend that the Representative Town Meeting approve a request from Jeff Robillard, Information Technology Manager. The recommendation is to move **\$28,168** from designated budget line **#20547-57882 (Computer Replacements)** to appropriated line **#20547-57882 (Computer Replacements)**.

I respectfully request that this item be placed on the agenda for the next Representative Town Meeting.

Supporting documentation is attached.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: IT, Computer Replacements

GP/rh

Cc: Town Clerk

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

To: First Selectman Rob Brule ; Finance Director Kim Allen

From: IT Manager, Jeffrey Robillard

Date: 12/11/2025

RE: Appropriation request for Dell computers.

\$28,168

I respectfully request an appropriation in the amount of \$28,167.60 from Capital Non-Recurring designated line 20547-57882 Computer Replacements.

The quote with intent to purchase 30 Dell computers, attached, is provided by Dell corresponding with Connecticut DAS Contract No 23PSX0163 pricing. This request is part of an ongoing project to replace computers throughout the town on a cycle of approximately 7 years. The replacement process will target entire departments with the oldest machines ensuring all machines within the selected departments are at the same hardware specification level.

This purchase will replace the computers in the Public Works, Waterford Utility Commission, and the Tax Assessors departments.

Respectfully submitted,

Jeffrey Robillard

IT Manager

Town of Waterford

Jeffrey Robillard

From: Evan.E.Walker@dell.com
Sent: Wednesday, December 10, 2025 4:07 PM
To: Jeffrey Robillard
Cc: Evan.E.Walker@dell.com
Subject: Your Dell Quote 3000193109603.12

**CAUTION: This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.**

DELLTechnologies

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout
before the quote expires on Dec. 19, 2025.

You can download a copy of this quote during checkout.

Place your order

Quote No.	3000193109603.12	Sales Rep	Evan Walker
Total	\$28,167.60	Phone	1(800) 4563355
Customer #	97884266	Email	Evan.E.Walker@dell.com
Quoted On	Dec. 10, 2025	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 19, 2025		CT-L TOWN OF
Contract Name	Dell NASPO Computer Equipment PA - Connecticut		WATERFORD 15 ROPE FERRY RD WATERFORD, CT 06385
Contract Code	C000001171501		
Customer Agreement #	23026 / 23PSX0163		
Deal ID	29819106		

Message from your Sales Rep

Please contact me at (512) 893-4531 if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Evan Walker

Additional Comments

Ask me about our Dell Business Credit and Leasing promotions!

Product	Unit Price	Quantity	Subtotal
Dell Pro Slim Plus QBS1250	\$938.92	30	\$28,167.60
Subtotal:			\$28,167.60
Shipping:			\$0.00
Non-Taxable Amount:			\$28,167.60
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$28,167.60

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Shipping Group Details

Shipping To	Shipping Method
JEFFREY ROBILLARD CT-L TOWN OF WATERFORD 15 ROPE FERRY RD WATERFORD, CT 06385-2086 (860) 625-5765	Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Slim Plus QBS1250	\$938.92	30	\$28,167.60
Estimated delivery if purchased today: Dec. 30, 2025 Contract # C000001171501 Customer Agreement # 23026 / 23PSX0163			

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZK	-	30	-
Windows 11 Pro	619-BBQD	-	30	-
16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC	370-BCWX	-	30	-
512GB SSD	400-BSWY	-	30	-
1st M.2 2280 SSD Screw	773-BBBC	-	30	-
Integrated Graphics	490-BKSX	-	30	-
No Wireless LAN Card	555-BLXL	-	30	-
No Additional Add In Cards	382-BBHX	-	30	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	30	-

CyberLink Media Essentials for Windows	430-XYIX	-	30	-
Dell Pro Slim Plus QBS1250 with 260W PSU	329-BKSP	-	30	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	30	-
Mouse included with Keyboard	570-AADI	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-
System Power Cord C13 (Philippine/TH/US)	450-AAOJ	-	30	-
Documentation	340-DNBV	-	30	-
Watch Dog SRV	379-BFYR	-	30	-
Quick Start Guide	340-DTTZ	-	30	-
US/Canada Battery Warning Label	389-FKHG	-	30	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	30	-
Shipping Material (DAO)	340-DTSR	-	30	-
Shipping Label	389-BBUU	-	30	-
DAO Regulatory label for 260W PSU	389-FJYR	-	30	-
Driver/APP for IRST	658-BFTS	-	30	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	30	-
Desktop BTO Standard shipment	800-BBIO	-	30	-
Dell Pro Slim Plus QBS1250	210-BPPM	-	30	-
No vPro(R) support	631-BCBP	-	30	-
EPEAT Silver with Climate+	379-BDTO	-	30	-
Custom Configuration	817-BBBB	-	30	-
8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	429-BBCG	-	30	-
Internal speaker	520-BBKW	-	30	-
No Additional Network Card Selected (Integrated NIC Included)	555-BBJO	-	30	-
No Additional Video Ports	492-BCKH	-	30	-
No Option Included	340-ACQQ	-	30	-
No Media Card Reader	379-BBHM	-	30	-
NO RAID	817-BBBN	-	30	-
M.2 Caddy + ODD	325-BGHH	-	30	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	30	-

ProSupport Plus: Accidental Damage Service, 5 Years	717-8828	-	30	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	717-8829	-	30	-
ProSupport Plus: 7x24 Technical Support, 5 Years	717-8830	-	30	-
ProSupport Plus: Next Business Day Onsite, 5 Years	717-8831	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	30	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	30	-
No Additional Add In Cards	382-BBHX	-	30	-

Subtotal: \$28,167.60
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$28,167.60

CONNECT WITH DELL:



BROWSE MORE OPTIONS



IT Transformation



Laptops



Desktops



Servers & Storage



2-In-1's



Electronics & Accessories



Financing Options



Dell Services



Dell Support



Subscription Center



Events



Dell Premier

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and

Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud-as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecific/terms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

5

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 20 A 8:52
ATTEST: *[Signature]*
TOWN CLERK

January 16, 2026

Ms. Susan Driscoll, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Subject: Agenda Request: Board of Finance Recommendation Appropriation for Public Works Vauxhall Street Multi-Phased Project

Dear Moderator Driscoll:

During the Board of Finance meeting on January 14, 2026, the Board voted to recommend that the Representative Town Meeting approve a request from Gary Schneider, Director Public Works. The recommendation is to appropriate **\$50,000** for a new capital project (Vauxhall Street Multi-Phased Project) from the Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund (CNR) line #205-31520.

I respectfully request that this item be placed on the agenda for the next Representative Town Meeting.

Supporting documentation is attached.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Public Works, New Capital Project (Vauxhall Street Multi-phased Project)

GP/rh

Cc: Town Clerk



To: Robert Brule, First Selectman
Cc: Kimberly Allen, Finance Director
From: Gary Schneider, Director of Public Works
Date: December 29, 2025
Re: Appropriation

I respectfully request an appropriation in the amount of \$50,000 from Capital and Non-Recurring Undesignated fund balance line for a new project.

The funding was identified in the First Selectman's five year capital plan (dated May 14, 2025).

A section of Vauxhall Street (approximately 3,200 ft.) from the Montville Town Line going south to the intersection of Hunts Brook Road was never reconstructed. Portions are a narrow road with numerous rock formations next to the travel lanes. It is anticipated that there is ledge under the existing pavement that would need to be removed before resurfacing can take place. Drainage systems are mostly open ditches along the edges of the road.

This is a multi-phased project. The attached proposal from our On-Call Engineer, Haley Ward details what will be accomplished in the first phase. The second phase will be detailed plans, specification and a cost estimate with the third phase funding the construction.

Once this phase is completed, a proposal will be developed for the second phase, which will require an additional appropriation.



driveways, visible property pins and roadway right-of-way monumentation, structures within 100 feet of the edge of pavement, streams, ponds, drainage structures and piping, trees larger than 12" caliper, tree lines, boulders and ledge outcrops, utility poles, catch basins, call-before-you-dig utility markouts, etc.

USGS vertical datum will be brought to the site, and benchmarks will be set at approximate 500 foot minimum intervals along the route, to aid in the future construction of the project.

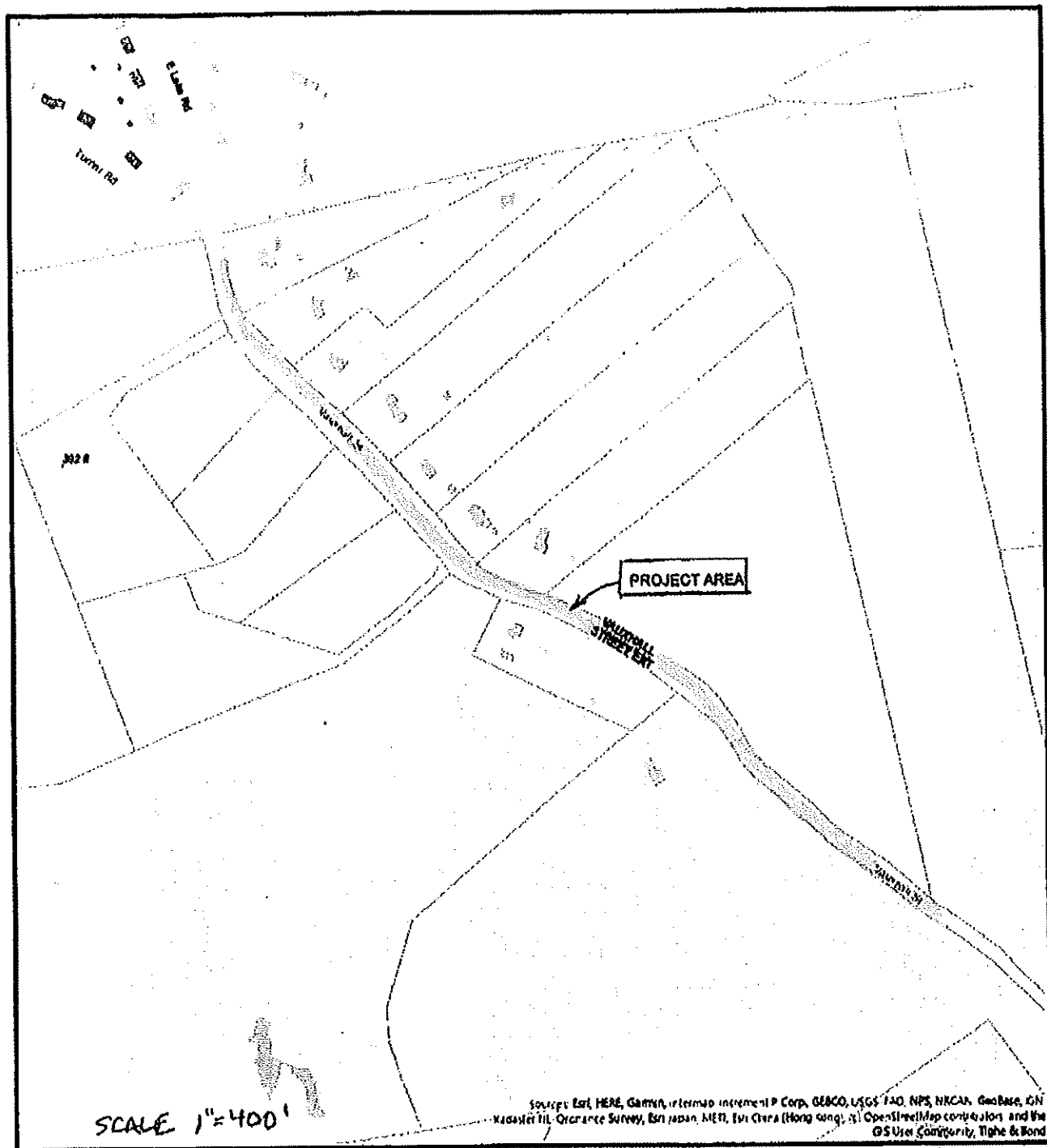
LEI will create existing condition survey mapping at an appropriate scale.

Task 2: Drainage Structure Evaluations- We will survey locations of all drainage structures in the project area, as well as evaluate the conditions of piping and structures. We will estimate the drainage area for each structure and conduct preliminary sizing of replacement pipes.

Task 3: Prepare Preliminary Plans and Cost Estimates – Haley Ward will prepare preliminary design plans for roadway reconstruction. These will include:

- A) An initial design meeting with the Town to discuss Town goals and objectives, obtain Town design standards, standard details, with a focus on this project,
- B) Horizontal alignment plans for the proposed road improvements,
- C) Roadway centerline vertical alignment plans for proposed road improvements,
- D) Typical roadway cross-sections,
- E) Estimated earthwork quantities and preliminary construction cost estimates, and
- F) A list of anticipated permits required for construction

Task 4: Plan Submission and Follow-up Meeting – Haley Ward will submit copies of our plan for Town review. We will meet with Town officials on one occasion to review the plans, answer your questions, and review steps required for final design and construction.



LOCATION MAP
PRELIMINARY ROADWAY DESIGN
VAUXHALL STREET EXTENSION
WATERFORD, CONNECTICUT





Town of Waterford

Board Book Report



6,7

Ethics Commission

Board Seats

Board Name	Position	First Name	Last Name	Email	Political Party	Calculated Start Date	Calculated End Date	Status
* Ethics Commission	Alternate	Sara	Mallari	saramallari@gmail.com	Republican	2/5/2024	2/2/2026	Active
Ethics Commission	Alternate	Paul	Helvig	plhelvig@sbcglobal.net	Democrat	2/3/2025	2/1/2027	Active
* Ethics Commission	Member	Christopher	Nailon	substewy@outlook.com	Republican	2/5/2024	2/2/2026	Active
* Ethics Commission	Member	Alan	Messier	amessier@messiermassad.com	Republican	2/5/2024	2/2/2026	Active
Ethics Commission	Member	Adam	Stone	astone@breezeline.net	Republican	2/3/2025	2/1/2027	Active
* Ethics Commission	Member	Cathy	Patterson	claropatterson@gmail.com	Democrat	2/5/2024	2/2/2026	Active
Ethics Commission	Member	Elizabeth	Ritter	betsyritter24@gmail.com	Democrat	2/3/2025	2/1/2027	Active

WATERFORD DEMOCRATIC TOWN COMMITTEE

10 Clark Place • Quaker Hill, CT • 06375

January 5, 2026

Town Clerk & RTM Moderator
15 Rope Ferry Road
Waterford, CT 06385

RE: Ethics Commission Appointment

Dear Moderator Driscoll,

On behalf of the Waterford Democratic Town Committee, I offer this letter of support for **Jim Wolfley** for appointment as a Member on the Ethics Commission for the term that runs from 2/3/2026 to 2/1/2028. His contact information is as follows:

Jim Wolfley
15 Anita Drive, Waterford, CT 06385
jwolfley@snet.net
(860) 941-9941

Jim exhibits strong integrity, sound judgment, and a commitment to fairness and transparency. We are confident that he will engage in thoughtful decisions that serve the best interests of the community. Jim has an impressive professional career, with several notable accomplishments, and an excellent educational background. We strongly recommend appointing **Jim Wolfley** to the Ethics Commission, as we believe he will add significant value to the Commission's essential work.

Thank you for your consideration of this matter.

Sincerely,



Erin McBride
Chair, Waterford DTC

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN -5 P 2:06
ATTEST: *David A. Longo*
TOWN CLERK

James Wolfley

Experience

- 2012 – Current **Manager – D412 Aft End Integration, Propulsion Plant Structures & Shielding**
- This department consists of eight supervisors and approximately 90 engineering and design personnel. The major areas of responsibility for this department are:
- VIRGINIA Class propulsion plant structural and shielding construction support, structural design and analysis and the integration of new design efforts
 - Development of arrangements for VIRGINIA Class producibility, operability and maintainability studies; construction support; and technical insertions and commissioned vessel ship alterations
 - Proactive construction support for VIRGINIA Class propulsion plant structures and shielding at the QP, Groton and HII-NNS facilities
- 2008 – 2012 **Engineering Supervisor - VIRGINIA Class Reactor Plant Structures**
- 2007 – 2008 **Program Management Chief – USS NEW MEXICO**
- 2006 – 2007 **Technical Lead – USS TEXAS PCM Replacement**
- 1998 – 2008 **VIRGINIA Class Propulsion Plant Structures**
- 1989 – 1998 **TRIDENT Class Propulsion Plant Structures**

Accomplishments

- 2012 – BLG-6 Graduate
- 2018 – 12 Principles Assistant role for RERO Response
- 2021 – Nautilus Program Steering Committee
- 2022 – Method C CAR response lead on Problem Resolution

Education

- Rensselaer at Hartford Hartford, CT
- Master of Science/Mechanical Engineering - 1998
- Clarkson University Potsdam, NY
- Bachelor of Science/Civil Engineering – 1989



Town of Waterford

Board Book Report

Oswegatchie Fire Station Building Committee

Board Seats

Board Name	Position	First Name	Last Name	Address	Email	Political Party	Calculated Start Date	Calculated End Date	Status
Oswegatchie Fire Station Building Committee	RTM Member						1/20/2026	Life Term	Vacant
Oswegatchie Fire Station Building Committee	BOF Member	J. Robert	Tuneski	8 Mayfair Drive	j_robert_tuneski@sbcglobal.net	Republican	3/8/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	Elector	Matthew	Blankenship	22A Longview Ave	matt.j.blankenship@gmail.com	Republican	3/8/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Paul	Rafuse	2 Brill Avenue	egpfemt@gmail.com	Independent	7/12/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	BOS Member	Richard	Muckle	864 Vauxhall Street Ext.	rmuckle@comcast.net	Republican	3/8/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Rocco	Bracciale	21 Konomac Ave	roccobracciale@gmail.com	Unaffiliated	3/8/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	RTM Member	Ted	Olynciw	62 Twin Lakes Drive	tedolynciw@yahoo.com	Democrat	3/8/2023	Life Term	Active
Oswegatchie Fire Station Building Committee	Elector	Timothy	Sullivan	5 Oil Mill Road	tdsw10@sbcglobal.net	Democrat	8/4/2025	Life Term	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Wayne	Gilpin	6 Albacore Dr	wgilpin53@gmail.com	Republican	3/8/2023	Life Term	Active

REPRESENTATIVE TOWN MEETING BUDGET HEARINGS**FY 2026-27**

Town Hall Auditorium

7:00 P.M.

MONDAY MAY 04, 2026

Social Services Grants/Review
 Public Health Nursing (VNA)
 Conservation of Health
 Board of Education

WEDNESDAY MAY 06, 2026

Ethics Commission
 Registrar of Voters
 Youth & Family Services Bureau
 Senior Citizens Commission
 Board of Assessment Appeals
 Assessor
 Contingency
 Debt Service
 Insurance
 Town Clerk
 Representative Town Meeting

MONDAY MAY 11, 2026

Zoning Board of Appeals
 Economic Development Commission
 Conservation Commission
 Planning and Zoning Commission
 Flood and Erosion Control Board
 Building Department
 Building Maintenance
 Recreation and Parks Commission
 Board of Selectmen
 Public Works

WEDNESDAY MAY 13, 2026

Tax Collector
 Retirement Commission
 Waterford Public library
 Finance Department
 Human Resources Department
 Board of Finance
 Legal Department
 Emergency Management
 Fire Services
 Board of Police Commissioners
 Information Technology
 Current Year Capital Improvements
 Transfers to Capital & Nonrecurring Expenditures

FINAL ACTION

RECEIVED FOR REGO
WATERFORD, CT

2020 MAY -1 AM 10:10

10

AGREEMENT BY AND BETWEEN
THE TOWN OF WATERFORD AND
THE WATERFORD AMBULANCE SERVICE, INC.

David L. Cooper
TOWN CLERK

THIS AGREEMENT is entered into this 30th day of April, 2020, effective July 1, 2020 by and between THE TOWN OF WATERFORD, CONNECTICUT (hereinafter "TOWN"), a Connecticut municipal corporation with a place of business at 15 Rope Ferry Road, Waterford, Connecticut 06385 and the WATERFORD AMBULANCE SERVICE, INC., a Connecticut non-stock corporation with its principal place of business in Waterford, mailing address: P.O. Box 286, Waterford, Connecticut 06385, (hereinafter "WAS").

WHEREAS, pursuant to Connecticut General Statutes §7-148, the TOWN has the power to provide for ambulance service by the municipality or any person, firm or corporation; and

WHEREAS, pursuant to CGS §7-148, the TOWN has the authority to enter into an agreement with WAS for the provision of ambulance services by its Emergency Medical Technicians; and

WHEREAS, pursuant to Regulations of Connecticut State Agencies §19a-179-4, WAS holds the First Responder and Basic Ambulance Primary Service Area Responder (PSAR) designations within the geographical boundaries of The Town of Waterford; and

WHEREAS, pursuant to said power and authority, the TOWN is desirous of entering into an agreement with WAS for the provision of emergency medical services and ambulance services to the residents of Waterford in accordance with the standards established in state statutes and regulations; and

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WHEREAS, WAS is desirous of entering into an agreement with the TOWN for the provision of emergency medical services and ambulance services in accordance with the standards established in state statutes and regulations to the residents of Waterford; and

WHEREAS, WAS is and will continue to remain a non-profit, §501(c)(3) corporation.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

The definitions as contained in Connecticut General Statutes §19a-175 and applicable emergency medical services regulations, as amended, established by the Commissioner of the State of Connecticut Department of Public Health (hereinafter "DPH") shall be applicable to and incorporated in this agreement.

2. PRIOR AGREEMENTS

Any and all prior agreements between the TOWN and WAS for the provision of ambulance services are hereby superseded and replaced as of the effective date of this Agreement, July 1, 2020.

3. PRIMARY PROVIDER

The TOWN agrees to designate WAS as the primary provider of ambulance service and WAS shall be called whenever an ambulance is needed by or on behalf of the TOWN.

4. PRIMARY SERVICE AREA RESPONDER (PSAR)

WAS shall provide emergency ambulance and emergency medical services within the geographical boundaries of The Town of Waterford. All vehicles and

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equipment necessary to carry out such services shall be equipped and staffed pursuant to Connecticut General Statutes and State regulations. WAS will render the highest level of ambulance services to the TOWN that it is certified by DPH to provide. Upon execution of this agreement, WAS will provide the TOWN with a copy of the Certificate issued by the DPH verifying that WAS is the Primary Service Area Responder at the FIRST RESPONDER (R-1) and BASIC AMBULANCE (R-2) levels. Said certificates shall be annexed hereto as Exhibit A and updated as necessary. WAS shall also provide appropriate documentation of any other levels of emergency care that it is authorized to provide, either by the DPH or any other regional or local medical control or sponsor hospital. When provided, the additional certificate(s) shall be annexed hereto as Exhibit B with a table of contents updated as necessary.

5. LICENSE AND CERTIFICATIONS

During the term of this agreement, WAS will maintain all licenses and certificates required by DPH.

6. CERTIFICATE OF OPERATION

During the term of this agreement, WAS will provide the TOWN Finance Department and TOWN Attorney with a copy of each annual Certificate of Operation issued by the DPH within 30 days of receipt from DPH.

7. MINIMUM STANDARDS OF SERVICE

WAS shall provide ambulance services, in accordance with state statutes and regulations, twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year. WAS will meet this obligation through, at a minimum, staffing one (1) ambulance twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year and one (1) ambulance sixteen (16) hours per day, seven (7) days per week, fifty-two (52) weeks per year. Through, or in addition to, the coverage above, WAS will provide a second ambulance for


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simultaneous calls when needed. Nothing in this paragraph shall prohibit WAS from providing additional ambulance(s) for simultaneous calls when additional WAS personnel and resources are available. All medical services provided by WAS shall be in accordance with all area medical and hospital protocols, as well as state, federal and local laws and regulations.

8. MUTUAL AID

In the event that one or more requests for ambulance service are made while WAS's ambulances are already committed to other calls, both parties realize that mutual aid ambulances may be deployed to the TOWN and that "system overload" will be in effect. Mutual aid ambulances, when deployed, will be called utilizing existing mutual aid protocols. During a "system overload", it is recognized that ambulance response could be delayed to some 9-1-1 callers.

9. CONDUCT OF BUSINESS

WAS will conduct all of its business (including banking business) under the name "Waterford Ambulance Service, Inc." The TOWN shall be notified in the event WAS creates any new business entities or organizations, or affiliates with any other organizations. WAS agrees to use its best efforts to notify the TOWN of any changes prior to such changes taking effect; however, both parties recognize that such notice may not always be practical, in which case, the TOWN shall be notified of these changes not more than ten (10) business days after they take effect. WAS shall conduct its activities and business in such a manner as to maintain full compliance with Internal Revenue Service statutes and regulations pertaining to §501(c)(3) entities. The TOWN only recognizes WAS and no part or whole of this Agreement is transferable to any other party or entity without prior agreement of the TOWN.


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10. INDEPENDENT CONTRACTOR

The status of WAS as it relates to the TOWN is that of an independent contractor. Under no circumstances shall WAS, its volunteers, employees or agents be considered as officers, employees or agents of the TOWN nor shall WAS represent that it or any of its agents or employees are agents or employees of the TOWN. This Agreement shall not constitute a contract of employment and shall be considered as an agreement for independent services.

11. USE OF TOWN-FUNDED PERSONNEL

The Parties agree that TOWN-funded personnel may respond to calls for emergency medical assistance as supplemental medical responders. TOWN-funded personnel shall not be utilized to primarily staff WAS response vehicles. However, the Parties agree that such TOWN-funded personnel may be requested and/or utilized as supplemental crew members in the event that additional personnel are necessary to assist with transportation of patients to the hospital when additional personnel are required for patient care above and beyond the State minimum staffing requirements (i.e., critical trauma patients, cardiac arrests, etc.). In such instances, the Parties agree that TOWN-funded personnel shall not be considered to be employees of WAS for purposes of payroll or insurance. The TOWN agrees to provide appropriate insurance coverage (both Worker's Compensation and Professional Liability coverage) for all TOWN-funded personnel in such instances, and to indemnify and hold harmless WAS and name WAS as additional insured on all applicable TOWN insurance policies covering such TOWN-funded personnel.

12. USE OF TOWN-OWNED FACILITIES

In furtherance of WAS's mission and the mutual interest of the Parties to provide emergency medical ambulance services to the residents of Waterford, the TOWN agrees to provide suitable office/administrative space in TOWN-owned facilities for WAS to conduct its administrative operations at no cost to WAS.


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13. NONDISCRIMINATION CLAUSE

WAS represents that it complies fully with all applicable State and Federal anti-discrimination laws, rules, regulations and requirements.

14. DISPATCH SERVICES

WAS shall pay the TOWN twelve thousand dollars (\$12,000) annually in recognition of the utilization of TOWN dispatch services for WAS calls. The TOWN agrees to invoice WAS monthly with each invoice representing one-twelfth of the annual payment due under this agreement. Payments due under this Agreement shall be due and payable in full within 30 days of receipt of invoice from the TOWN.

15. FUEL

WAS agrees to reimburse the TOWN for TOWN-supplied fuel for WAS vehicles, on an exact dollar-for-dollar basis. Fuel charges shall be billed monthly on a separate invoice from the annual payment monthly invoice.

16. ANNUAL OPERATING BUDGET

Using the most recent audited Fiscal Year financial data, WAS shall annually develop an Operating Budget. Included in the budget shall be a line item entitled "Dispatch Services".

No later than June 30th of each year, the WAS President shall submit a copy of WAS's annual Operating Budget to the First Selectman, Board of Finance and the TOWN Finance Director.

17. INSURANCES

During the terms of this agreement, WAS agrees to maintain any and all insurances, including worker's compensation, medical malpractice, motor vehicle, and directors and officers insurance, at its own cost and expense for the


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benefit of WAS, its officers, members and employees. Under no circumstances shall the levels of insurance coverage drop below any State-mandated minimum requirements. WAS agrees to use its best efforts to ensure no lapse of any insurance coverage occurs. WAS shall provide evidence of insurance coverage to the TOWN annually, within 15 days of renewal. WAS shall also provide a copy of its Certificate of Insurance to the TOWN Finance Department, naming the TOWN as an additional insured on its vehicular and liability policies.

18. WAS PERSONNEL

Nothing in this Agreement shall prevent WAS from hiring its own personnel, either directly or through a third-party staffing company.

19. EMERGENCY REQUESTS / SPECIAL APPROPRIATIONS

Any requests for emergency appropriations shall be made to the Board of Selectmen, Board of Finance, and the Waterford Representative Town Meeting in accordance with the Connecticut General Statutes, and the Charter and Ordinances of the Town of Waterford.

20. BILLING

WAS shall have the right to bill any person for ambulance services according to the *Maximum Schedule of Rates* as assigned by the DPH and/or the Fee Schedules promulgated by the Centers for Medicare and Medicaid Services (hereinafter, "CMS") as may be amended from time to time. WAS shall follow the guidelines set forth by the DPH for filing and processing an annual billing rate application.

21. MONTHLY AND ANNUAL ACCOUNTING

On or before the 15th of each month, WAS shall submit to the TOWN First Selectman and TOWN Attorney copies of monthly Financial Statements (and year-end annual Financial Statement), including a Budget-to-Actual analysis,


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which shall be prepared by an independent Certified Public Accountant in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Auditing Standards (GAAS).

22. LIAISON

The President of WAS or his/her designee shall act as the liaison between the TOWN and WAS. Said President or his/her designee shall also serve as the TOWN's representative on any other EMS boards or committees requiring such representation from the TOWN.

23. EMS PLAN

The parties agree that they will establish a local emergency medical services plan and that, in accordance with that plan and the requirements of PA 00-151, they will enter into a separate agreement between themselves and the Public Safety Answering Point (PSAP) for all 9-1-1 emergency calls within The Town of Waterford.

24. TERM

The initial term of this agreement shall be through June 30, 2021. Not less than 90 days prior to June 30, 2021, WAS and the Board of Selectmen, or their designee(s), shall meet to confirm, revise or alter the terms of the Agreement for the future year(s) as may be mutually agreed to by both parties.

25. RENEWAL

If it is mutually agreeable to both parties, the terms of this contract shall be extended for additional years as determined and agreed upon prior to June 30, 2021. A minimum of 90 days written notice by both parties is required to extend and/or cancel the Agreement. This Agreement may be renewed annually under the same provisions hereof for as many terms as mutually agreed by both

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parties. This Agreement may not be terminated for illegal purposes or in violation of any law or regulation governing the provision of emergency medical services.

26. TERMINATION OF SERVICES BY WAS

If WAS ceases to provide ambulance services in accordance with this Agreement, this Agreement shall be of no further force and effect.

27. WAIVER

No waiver of right hereunder shall be effective for any purpose unless it is in writing and signed by the party waiving such right. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

28. AMENDMENT OR MODIFICATION

This Agreement cannot be modified or altered except by written agreement signed by both parties.

29. CONSTRUCTION

Section headings herein are for convenience only and shall not affect the construction thereof.

30. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Connecticut. Venue shall lie with the Judicial District of New London, Connecticut. In any action or legal proceeding, the Court shall apply such rule of law of the State of Connecticut, including any conflicts of law rules as may be applicable. The prevailing party in any dispute under this Agreement shall be entitled to recover its reasonable attorneys' fees, costs and expenses of litigation.


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31. SEVERABILITY

The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.

32. NOTICES

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given by hand delivery or mail (registered or certified mail, postage prepaid, return receipt requested) to the respective parties as follows:

If to The TOWN: 15 Rope Ferry Road
 Waterford, CT 06385
 ATTN: First Selectman

If to WAS: P.O. Box 286
 Waterford, CT 06385
 ATTN: President

Or to such other addresses as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

33. COUNTERPARTS; FACSIMILE SIGNATURES

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures.

34. EFFECTIVE DATE

This Agreement shall be effective as of July 1, 2020, subject to approval by the Waterford Board of Selectmen and the Waterford Ambulance Service, Inc. Board of Directors and execution by an authorized representative of both parties.


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Witnesses:

Thomas Debiek
THOMAS DEBIEK
Robert A. Avena
Robert A. AVENA

Joyce Sauchuk
JOYCE SAUCHUK
Robert A. Avena
Robert A. AVENA

WATERFORD AMBULANCE
SERVICE, INC.

By: Steven Garvin
Name: STEVEN GARVIN
President

TOWN OF WATERFORD,
CONNECTICUT

By: Robert Brube
Name: ROBERT BRUBE
First Selectman

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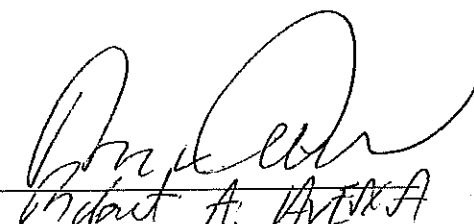
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STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss.: Waterford

On this the 30th day of April, 2020, before me, the undersigned officer, personally appeared Steven GAVIN, who acknowledged himself to be the President of the WATERFORD AMBULANCE SERVICE, INC., and that he as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

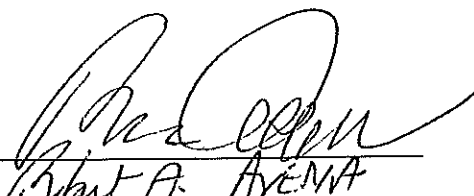

Robert A. ARENA
Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss.: Waterford

On this the 27th day of April, 2020, before me, the undersigned officer, personally appeared Robert BULKE, who acknowledged himself to be the First Selectman of the TOWN OF WATERFORD, CONNECTICUT, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in the name of The Town of Waterford, by her/himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.


Robert A. ARENA
Commissioner of the Superior Court
Notary Public
~~My Commission Expires:~~

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Exhibit A

First Responder (R-1)

and

Basic Ambulance (R-2)

Certificate(s)



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH AND ADDICTION SERVICES

STATE DEPARTMENT OF HEALTH SERVICES

OFFICE OF EMERGENCY MEDICAL SERVICES

PRIMARY SERVICE AREA RESPONDER

In accordance with Section 19a-179-4 of the Regulations for Emergency Medical Services:

WATERFORD AMBULANCE SERVICE is the assigned Primary Service Area Responder at the **First Responder** level of emergency care for the geographic area/s as described below:

THE TOWN OF WATERFORD, CONNECTICUT

An express condition of licensure or certification as an emergency medical services provider shall be the availability and willingness of the emergency medical service provider to carry out any PSAR assignment made by the OEMS pursuant to this section of these regulations.

This PSAR assignment may be withdrawn when it is determined by the OEMS that it is in the best interest of patient care to do so, or the chief administrative official of the municipality in which the PSA lies can demonstrate to the commissioner that an emergency exists and that the safety, health and welfare of the citizens of the affected area are jeopardized by the performance of the assigned primary service area responder.

Date: 2-8-94


Michael A. Kleiner, Director

Phone:

TDD: (203) 566-1279

150 Washington Street • Hartford, CT 06106



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH AND ADDICTION SERVICES

STATE DEPARTMENT OF HEALTH SERVICES
OFFICE OF EMERGENCY MEDICAL SERVICES
PRIMARY SERVICE AREA RESPONDER

In accordance with Section 19a-179-4 of the Regulations for
Emergency Medical Services:

WATERFORD AMBULANCE SERVICE is the assigned Primary Service Area
Responder at the **Basic Ambulance** level of emergency care for the
geographic area/s as described below:

THE TOWN OF WATERFORD, CONNECTICUT

An express condition of licensure or certification as an emergency
medical services provider shall be the availability and willingness
of the emergency medical service provider to carry out any PSAR
assignment made by the OEMS pursuant to this section of these
regulations.

This PSAR assignment may be withdrawn when it is determined by the
OEMS that it is in the best interest of patient care to do so, or
the chief administrative official of the municipality in which the
PSA lies can demonstrate to the commissioner that an emergency
exists and that the safety, health and welfare of the citizens of
the affected area are jeopardized by the performance of the
assigned primary service area responder.

Date: 2-8-94


Michael A. Kleiner, Director

AGREEMENT

THIS AGREEMENT, made this *pk* day of *August*, 1979, by and between the TOWN OF WATERFORD, a municipal corporation located in the County of New London and State of Connecticut, hereinafter called "Town" and the COHANZIE FIRE COMPANY NO. 5, INC., a Connecticut non-stock corporation situated in the Town of Waterford, County of New London and State of Connecticut, hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said appropriations that it will continue to provide fire fighting service to the Town.

(2) The Company agrees that should it cease to provide such fire fighting service other than as a result of circumstances beyond its control, or should the Company be dissolved, it will convey the premises described on Schedule "A", attached hereto and made a part hereof, to the Town at no cost to said Town.

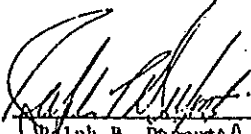
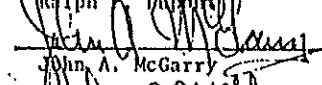
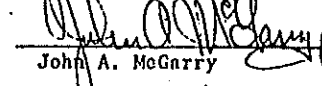
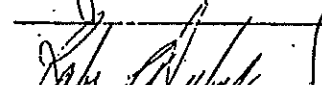
(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

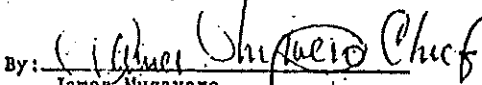
(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

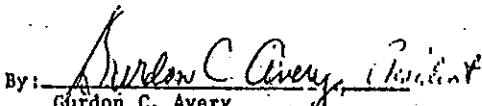
IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD


Ralph P. Dupont

John A. McGarry

John A. McGarry

Ralph P. Dupont

By: 
Lawrence J. Bencecourt
First Selectman
COHANZIE FIRE COMPANY NO. 5, INC.

By: 
James Mugavero
Chief

By: 
Gordon C. Avery
President

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.

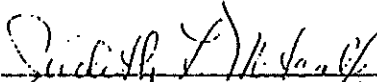

Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared JAMES HUGAVERO, who acknowledged himself to be the Chief of Cohanzie Fire Company, No. 5, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer

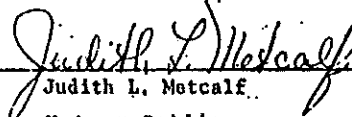
MY COMMISSION EXPIRES
MARCH 31, 1981.

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared GURDON C. AVERY, who acknowledged himself to be the President of Cohanzie Fire Company, No. 5, Inc., a non-stock corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1984

EXHIBIT "A"

Beginning at an iron pipe set in the easterly street line of Dayton Road at the northwest corner of the herein described parcel thence S82°-37'-20" E along other land of the Cohanzie Fire Co. #5, Inc. 28.00 feet to a point; thence northerly 6.00 feet, easterly 11.00 feet, southerly 6.00 feet to a point, the last three courses describing a jog in the northerly boundry line of said parcel, which jog includes the foundation of a television tower; thence S82°-37'-20"E continuing along other land of said Cohanzie Fire Co. 150.05 feet to an iron pipe set in the northeast corner of said parcel; thence S4°-57'-55"E continuing along land of said Cohanzie Fire Co. 217.41 feet to an iron pipe set in the southeast corner of said parcel at land of the Town of Waterford; thence S87°-36'-40"W along land of the Town of Waterford 175.06 feet to an iron pipe set in the southwest corner of said parcel at the easterly street line of Dayton Road; thence N7°-12'-35"W along the easterly street line of Dayton Road 250.15 feet to the point and place of beginning.

Said parcel includes a 50.00 foot wide right of way, hereby reserved to the Cohanzie Fire Co. #5, Inc., across said parcel and along the southerly boundry of said tract and land of the Town of Waterford. Said right of way running from Dayton Road to other land of the Cohanzie Fire Co. #5, Inc.

For a more particular description reference is made to plan entitled "Plan of Property of the Cohanzie Fire Co. #5, Inc. Showing Parcel A, Dayton Rd., Waterford, Ct. Scale 1" = 30' July, 1979, Edmond Sitty, Land Surveyor, Waterford, Ct., Conn. Reg. #5754" to be filed in the Waterford Land Records...

Being the same and all the same premises conveyed to the Cohanzie Fire Company No. 5, Inc. by Warranty Deed of Reba K. Morgan and Stanley D. Morgan, dated March 13, 1942 and recorded in Volume 63, page 110, in the Land Records of the Town of Waterford.

Being a portion of the same premises conveyed to the Cohanzie Fire Company No. 5, Inc. by Warranty Deed of Stanley D. Morgan and Reba K. Morgan dated November 12, 1952 and recorded in Volume 95, page 157, in the Land Records of the Town of Waterford.

RECEIVED FOR RECORD *Aug 31 1978*

3:24 P.M. ATTEST: *Arthur J. Shaw*
TOWN CLERK

CERTIFICATE OF TITLE

TO: TOWN OF WATERFORD

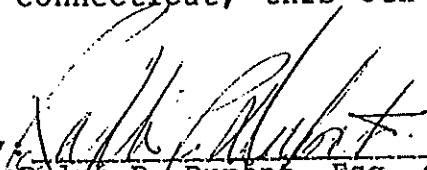
THIS IS TO CERTIFY, That I have examined the Land Records of the Town of Waterford, County of New London and State of Connecticut, as indexed, with respect to the title to a certain piece or parcel of land situated in said Town of Waterford, and being more particularly bounded and described in Exhibit "A" annexed hereto and made a part hereof.

From such examination of said records, as indexed, I find and am of the opinion that the Cohanzie Fire Company No. 5, Inc. is the owner of said land in FEE SIMPLE and that the same is free and clear of all encumbrances of record, except as follows:

1. All governmental laws and regulations affecting said premises, including building lines, if established and zoning and building regulations and ordinances of the Town of Waterford.

The foregoing certificate is issued subject to such facts as an accurate survey would disclose.

Dated at New London, Connecticut, this 8th day of August, 1979 at 5:00 p.m..

By 
Ralph P. Dupont, Esq. of
Dupont and Tobin, P.C.

DUPONT, TOBIN
AND WILLIAMS, P.C.
P. O. BOX 58
NEW LONDON, CONN.

06320

JURIS NUMBER
17447

(203) 447-0335

EXHIBIT "A"

Beginning at an iron pipe set in the easterly street line of Dayton Road at the northwest corner of the herein described parcel thence S82°-37'-20" E along other land of the Cohanzie Fire Co. #5, Inc. 28.00 feet to a point; thence northerly 6.00 feet, easterly 11.00 feet, southerly 6.00 feet to a point, the last three courses describing a jog in the northerly boundry line of said parcel, which jog includes the foundation of a television tower; thence S82°-37'-20"E continuing along other land of said Cohanzie Fire Co. 150.05 feet to an iron pipe set in the northeast corner of said parcel; thence S4°-57'-55"E continuing along land of said Cohanzie Fire Co. 217.41 feet to an iron pipe set in the southeast corner of said parcel at land of the Town of Waterford; thence S87°-36'-40"W along land of the Town of Waterford 175.06 feet to an iron pipe set in the southwest corner of said parcel at the easterly street line of Dayton Road; thence N7°-12'-35"W along the easterly street line of Dayton Road 250.15 feet to the point and place of beginning.

Said parcel includes a 50.00 foot wide right of way, hereby reserved to the Cohanzie Fire Co. #5, Inc., across said parcel and along the southerly boundry of said tract and land of the Town of Waterford. Said right of way running from Dayton Road to other land of the Cohanzie Fire Co. #5, Inc.

For a more particular description reference is made to plan entitled "Plan of Property of the Cohanzie Fire Co. #5, Inc. Showing Parcel A, Dayton Rd., Waterford, Ct. Scale 1" = 30' July, 1979, Edmond Sitty, Land Surveyor, Waterford, Ct., Conn. Reg. #5754" to be filed in the Waterford Land Records.

Being the same and all the same premises conveyed to the Cohanzie Fire Company No. 5, Inc. by Warranty Deed of Reba K. Morgan and Stanley D. Morgan, dated March 13, 1942 and recorded in Volume 63, page 110, in the Land Records of the Town of Waterford.

Being a portion of the same premises conveyed to the Cohanzie Fire Company No. 5, Inc. by Warranty Deed of Stanley D. Morgan and Reba K. Morgan dated November 12, 1952 and recorded in Volume 95, page 157, in the Land Records of the Town of Waterford.

MU AGREEMENT BETWEEN THE T WATERFORD
AND THE COHANZIE FIRE COMPANY

The Town of Waterford and the Cohanzie Fire Company do mutually agree that the Cohanzie Fire Company #5 will to the best of its ability give to the Town of Waterford, adequate fire protection.

The Town of Waterford and the Cohanzie Fire Company do further mutually agree that the Town of Waterford, has appropriated sufficient funds to the Cohanzie Fire Company for the operation, maintenance and purchase of equipment based upon an estimated annual budget furnished by the Cohanzie Fire Company to the Town of Waterford and with approval of the Board of Finance and the Representative Town Meeting.

This agreement does not in any way intend or demand any infringement of the volunteer status of the Cohanzie Fire Company or of prior rights of mutual aid already set up and in operation with any other fire company or department or association in the town, county, state or group of states (known as mutual aid).

This agreement shall extend to February 1, 1971, and from year to year thereafter unless terminated by either party, which termination shall be effective only on the last day of January of the year of termination and upon not less than sixty (60) days prior written notice of the party terminating the same. This agreement may be modified at any time, by written agreement of the parties hereto.

Dated at Waterford, Connecticut, this 2nd day of June, 1970.

TOWN OF WATERFORD

By

Robert L. Partridge
Jack R. Newman
E. Clifford Hill Jr.

Board of Selectmen

Hereunto duly authorized by
Resolution of the Representative
Town Meeting, on 10-7-69

THE COHANZIE FIRE COMPANY

By

Henry M. Beebe
Douglas D. Peabody
Brian B. Gray

Hereunto duly authorized by vote of
membership on

Vol 251 1924

A G R E E M E N T

THIS AGREEMENT, made this 5th day of August, 1979, by and between the TOWN OF WATERFORD, a municipal corporation located in the County of New London and State of Connecticut, hereinafter called "Town" and the OSWEGATCHIE FIRE COMPANY, NO. 4, INC., a Connecticut non-stock corporation situated in the Town of Waterford, County of New London and State of Connecticut, hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said appropriations that it will continue to provide fire fighting service to the Town.

(2) The Company agrees that should it cease to provide such fire fighting service other than as a result of circumstances beyond its control, or should the Company be dissolved, it will convey the premises described on Schedule "A", attached hereto and made a part hereof, to the Town at no cost to said Town.

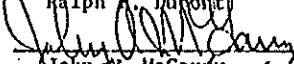
(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD


 Ralph P. Dupont

 John A. McGarry

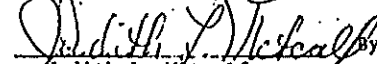
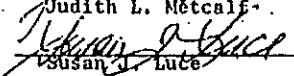

 Lawrence P. Gethencourt
 First Selectman

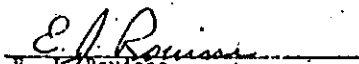
OSWEGATCHIE FIRE COMPANY NO. 4, INC.


 Ralph P. Dupont

 John A. McGarry

By: 
 R. Alan Rheaume
 Chief

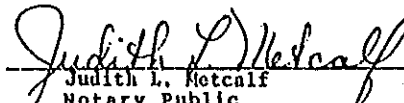

 Judith L. Metcalf

 Susan J. Luce

By: 
 E. J. Rouisse
 Chairman, Executive Board

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.

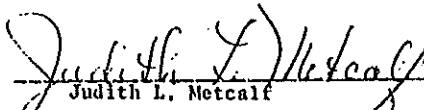

Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1984

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared R. ALAN RHEAUME, who acknowledged himself to be the Chief of Oswegatchie Fire Company No. 4, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer

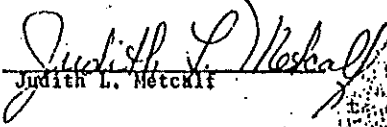
MY COMMISSION EXPIRES
MARCH 31, 1984

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

} ss. Waterford, Conn., August 11, 1979

On this the 11th day of August, 1979, before me, Judith L. Metcalf, the undersigned officer, personally appeared H.J. Rouisse, who acknowledged himself to be the Chairman of the Executive Board of Oswegatchie Fire Company No. 4, Inc., a non-stock corporation, and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chairman.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf

Notary Public
Title of Officer

MY COMMISSION EXPIRES
March 31, 1984.

EXHIBIT "A"

FIRST TRACT

A certain tract of land, with the buildings thereon, situated on the north side of the Boston Post Road in the Town of Waterford, County of New London and State of Connecticut and being shown as Lot #1 on a plan entitled "Subdivision Plan of the Hoagland Property Boston Post Road Waterford, Connecticut dated January 1973 Scale 1" = 40' " which plan is on file in the Town Clerk's Office of the Town of Waterford, said property being more particularly bounded and described as follows:

Beginning at a drill hole which marks the southeast corner of the property herein conveyed and the southwest corner of Lot #2 as shown on said plan; thence north 52° 05' west 122.20 feet to a Connecticut highway bound; thence north 36° 29' west 95.00 feet to a merestone and other land of The Oswegatchie Fire Company No. 4, Inc. and being the Second Tract hereinafter described; thence north 35° 58' east along said Second Tract 111.95 feet to a merestone and other land of said Fire Company being the Fourth Tract hereinafter described; thence south 50° 39' east along said Fourth Tract 213.57 feet to an iron pipe and the northwest corner of Lot #2 as shown on said Plan; thence south 34° 31' west along said Lot #2 131.06 feet to the point and place of beginning.

Said premises are subject to well rights as set forth in Volume 171, page 300 of the Waterford Land Records.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Catherine E. Hoagland dated February 3, 1973, and recorded in Volume 200, page 354 in the Land Records of the Town of Waterford, Connecticut.

SECOND TRACT

A certain tract of land situated in the Town of Waterford, on the Northerly side of the Boston Post Road and bounded and described as follows:

Beginning at the Southeasterly corner of the land herein described, and running thence westerly along the northerly line of the said Boston Post Road, as established by the merestone set by the State Highway Department, sixty-five (65) feet; thence running northerly at right angles to the said highway ninety-six and seven tenths (96.7) feet; thence deflecting to the right seventy four degrees and fifty minutes 74° 50' and running easterly thirty four (34) feet to the northwesterly corner of the land of the Oswegatchie Fire Company No. 4, Inc., being the First Tract

hereinbefore described, thence deflecting to the right eighty-eight degrees and thirteen minutes ($88^{\circ} 13'$) and running southerly along said First Tract one hundred ten and four tenths (110.4) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated April 10, 1931, and recorded in Volume 46, page 370 in the Land Records of the Town of Waterford, Connecticut.

THIRD TRACT

A certain tract of land situated in the Town of Waterford on the northerly side of the Boston Post Road, so-called, more particularly bounded and described as follows:

Beginning at a point on the northerly side of the Boston Post Road, the same being the southeasterly corner of the tract herein conveyed and the southwesterly corner of other land of Oswegatchie Fire Company No. 4, Inc. being the Second Tract hereinbefore described; thence running westerly by and along the northerly line of said Boston Post Road fifteen (15) feet to a point; thence running northerly at right angles to the said line of said Boston Post Road and parallel to the westerly boundary line of the said Second Tract one hundred five and six-tenths (105.6) feet to a point; thence running easterly at right angles to the last described line forty-seven and eighty-two one hundredths (47.82) feet to the northeasterly corner of said Second Tract; thence deflecting to the right one hundred sixty-four degrees and ten minutes ($164^{\circ} 10'$) running thirty-four (34) feet by and along said Second Tract to the northwesterly corner of said Second Tract; thence deflecting to the left seventy-four degrees and ten minutes ($74^{\circ} 10'$) and running southerly by and along the westerly line of the said Second Tract ninety-six and seven-tenths (96.7) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated March 8, 1938, and recorded in Volume 52, page 328 in the Land Records of the Town of Waterford.

FOURTH TRACT

A certain tract of land situated on the northerly side of the Old Boston Post Road in the Town of Waterford and being bounded and described as follows:

Beginning at a point in the said highway line at the southwesterly corner of the Third Tract hereinbefore described and running thence northerly at right angles to the highway line of said Boston Post Road, one hundred five and six tenths (105.6) ft. to a merestone at the northwesterly corner of said Third Tract; thence deflecting to the right ninety (90) degrees and running forty-seven and eighty-two hundredths (47.82) feet to a merestone at the northeasterly corner of said Third Tract; thence deflecting to the left fourteen degrees and nine minutes (14° 9') and running by and along the First Tract above described and land now or formerly of Courtland R. Darrow and the land now or formerly of Frank Hoagland four hundred twenty (420) feet to the northeasterly corner of said Hoagland's land; thence deflecting to the right eighty-four degrees and fifty-five (84° 55') and running by and along the land of the said Hoagland one hundred twenty-seven (127) ft. to a merestone in the northerly line of said Old Boston Post Road; thence deflecting to the left ninety-three degrees and thirty-nine minutes (93° 39') and running easterly along said highway line twenty-five and five hundredths (25.05) ft.; thence deflecting to the left eighty-six degrees and twenty-one minutes (86° 21') and running northerly, parallel to said Hoagland's easterly line and twenty-five (25) ft. distant therefrom, two hundred twenty-seven (227) ft.; thence deflecting to the left eighty-four degrees and fifty-five minutes (84° 55') and running westerly, parallel to said Hoagland's northerly line and one hundred (100) ft. distant therefrom, four hundred seventy-five and eight tenths (475.8) ft.; thence deflecting to the left seventy-five degrees and fifty-three minutes (75° 53') and running southerly one hundred ninety-two and eighty-five hundredths (192.85) feet, to the northerly line of said Old Boston Post Road; thence deflecting to the left ninety (90) degrees and running easterly along said highway line fifteen (15) ft. to a merestone at the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated November 10, 1952, and recorded in Volume 96, pages 455 and 456 in the Land Records of the Town of Waterford, Connecticut.

RECEIVED FOR RECORD *Aug 21 1952*

3:22 P M. ATTST. *Arthur J. Law*
CLERK

CERTIFICATE OF TITLE

TO: TOWN OF WATERFORD

THIS IS TO CERTIFY, That I have examined the Land Records of the Town of Waterford, County of New London and State of Connecticut, as indexed, with respect to the title to those certain pieces or parcels of land situated in said Town of Waterford, and being more particularly bounded and described in Exhibit "A" annexed hereto and made a part hereof.

From such examination of said records, as indexed, I find and am of the opinion that the Oswegatchie Fire Company No. 4, Inc. is the owner of said land in FEE SIMPLE and that the same is free and clear of all encumbrances of record, except as follows:

1. All governmental laws and regulations affecting said premises, including building lines, if established and zoning and building regulations and ordinances of the Town of Waterford.

2. All restrictions as appear of record in Volume 171, page 308 of the Waterford Land Records, including, without limiting the generality of the foregoing those related to the right and privilege of using a well and laying a pipe from the well to adjoining land.

DUPONT, TOBIN
AND WILLIAMS, P.C.
P. O. BOX 50
NEW LONDON, CONN.

00320

JURIS NUMBER
17447

(203) 447-0330

◇ The foregoing certificate is issued subject to such facts as an accurate survey would disclose.

Dated at New London, Connecticut, this 8th day of August, 1979 at 5:00 p.m.

By: 

Ralph P. Dupont, Esq. of
Dupont and Tobin, P.C.

◇
DUPONT, TOBIN
AND WILLIAMS, P.C.
P. O. BOX 50
NEW LONDON, CONN.

06520

JURIS NUMBER
17447

(203) 447-0335

EXHIBIT "A"

FIRST TRACT

A certain tract of land, with the buildings thereon, situated on the north side of the Boston Post Road in the Town of Waterford, County of New London and State of Connecticut and being shown as Lot #1 on a plan entitled "Subdivision Plan of the Hoagland Property Boston Post Road Waterford, Connecticut dated January 1973 Scale 1" = 40' " which plan is on file in the Town Clerk's Office of the Town of Waterford, said property being more particularly bounded and described as follows:

Beginning at a drill hole which marks the southeast corner of the property herein conveyed and the southwest corner of Lot #2 as shown on said plan; thence north 52° 05' west 122.20 feet to a Connecticut highway bound; thence north 36° 29' west 95.00 feet to a merestone and other land of The Oswegatchie Fire Company No 4, Inc. and being the Second Tract hereinafter described; thence north 35° 58' east along said Second Tract 111.95 feet to a merestone and other land of said Fire Company being the Fourth Tract hereinafter described; thence south 50° 39' east along said Fourth Tract 213.57 feet to an iron pipe and the northwest corner of Lot #2 as shown on said Plan; thence south 34° 31' west along said Lot #2 131.06 feet to the point and place of beginning.

Said premises are subject to well rights as set forth in Volume 171, page 308 of the Waterford Land Records.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Catherine E. Hoagland dated February 3, 1973, and recorded in Volume 200, page 354 in the Land Records of the Town of Waterford, Connecticut.

SECOND TRACT

A certain tract of land situated in the Town of Waterford, on the Northerly side of the Boston Post Road and bounded and described as follows:

Beginning at the Southeasterly corner of the land herein described, and running thence westerly along the northerly line of the said Boston Post Road, as established by the merestone set by the State Highway Department, sixty-five (65) feet; thence running northerly at right angles to the said highway ninety-six and seven tenths (96.7) feet; thence deflecting to the right seventy four degrees and fifty minutes 74° 50' and running easterly thirty four (34) feet to the northwesterly corner of the land of the Oswegatchie Fire Company No. 4, Inc., being the First Tract

hereinbefore described, thence deflecting to the right eighty-eight degrees and thirteen minutes ($88^{\circ} 13'$) and running southerly along said First Tract one hundred ten and four tenths (110.4) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated April 10, 1931, and recorded in Volume 46, page 370 in the Land Records of the Town of Waterford, Connecticut.

THIRD TRACT

A certain tract of land situated in the Town of Waterford on the northerly side of the Boston Post Road, so-called, more particularly bounded and described as follows:

Beginning at a point on the northerly side of the Boston Post Road, the same being the southeasterly corner of the tract herein conveyed and the southwesterly corner of other land of Oswegatchie Fire Company No. 4, Inc. being the Second Tract hereinbefore described; thence running westerly by and along the northerly line of said Boston Post Road fifteen (15) feet to a point; thence running northerly at right angles to the said line of said Boston Post Road and parallel to the westerly boundary line of the said Second Tract one hundred five and six-tenths (105.6) feet to a point; thence running easterly at right angles to the last described line forty-seven and eighty-two one hundredths (47.82) feet to the northeasterly corner of said Second Tract; thence deflecting to the right one hundred sixty-four degrees and ten minutes ($164^{\circ} 10'$) running thirty-four (34) feet by and along said Second Tract to the northwesterly corner of said Second Tract; thence deflecting to the left seventy-four degrees and ten minutes ($74^{\circ} 10'$) and running southerly by and along the westerly line of the said Second Tract ninety-six and seven-tenths (96.7) feet to the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated March 8, 1938, and recorded in Volume 52, page 328 in the Land Records of the Town of Waterford.

FOURTH TRACT

A certain tract of land situated on the northerly side of the Old Boston Post Road in the Town of Waterford and being bounded and described as follows:

Beginning at a point in the said highway line at the southwesterly corner of the Third Tract hereinbefore described and running thence northerly at right angles to the highway line of said Boston Post Road, one hundred five and six tenths (105.6) ft. to a merestone at the northwesterly corner of said Third Tract; thence deflecting to the right ninety (90) degrees and running forty-seven and eighty-two hundredths (47.82) feet to a merestone at the northeasterly corner of said Third Tract; thence deflecting to the left fourteen degrees and nine minutes ($14^{\circ} 9'$) and running by and along the First Tract above described and land now or formerly of Courtland R. Darrow and the land now or formerly of Frank Hoagland four hundred twenty (420) feet to the northeasterly corner of said Hoagland's land; thence deflecting to the right eighty-four degrees and fifty-five ($84^{\circ} 55'$) and running by and along the land of the said Hoagland one hundred twenty-seven (127) ft. to a merestone in the northerly line of said Old Boston Post Road; thence deflecting to the left ninety-three degrees and thirty-nine minutes ($93^{\circ} 39'$) and running easterly along said highway line twenty-five and five hundredths (25.05) ft.; thence deflecting to the left eighty-six degrees and twenty-one minutes ($86^{\circ} 21'$) and running northerly, parallel to said Hoagland's easterly line and twenty-five (25) ft. distant therefrom, two hundred twenty-seven (227) ft.; thence deflecting to the left eighty-four degrees and fifty-five minutes ($84^{\circ} 55'$) and running westerly, parallel to said Hoagland's northerly line and one hundred (100) ft. distant therefrom, four hundred seventy-five and eight tenths (475.8) ft.; thence deflecting to the left seventy-five degrees and fifty-three minutes ($75^{\circ} 53'$) and running southerly one hundred ninety-two and eighty-five hundredths (192.85) feet, to the northerly line of said Old Boston Post Road; thence deflecting to the left ninety (90) degrees and running easterly along said highway line fifteen (15) ft. to a merestone at the point of beginning.

Being the same and all the same premises conveyed to the Oswegatchie Fire Company No. 4, Inc. by Warranty Deed of Courtland R. Darrow dated November 10, 1952, and recorded in Volume 96, pages 455 and 456 in the Land Records of the Town of Waterford, Connecticut.

MUTUAL AGREEMENT BETWEEN THE TOWN OF WATERFORD
AND THE OSWEGATCHIE FIRE COMPANY

The Town of Waterford and the Oswegatchie Fire Company do mutually agree that the Oswegatchie Fire Company will to the best of its ability give to the Town of Waterford, adequate fire protection.

The Town of Waterford and the Oswegatchie Fire Company do further mutually agree that the Town of Waterford, has appropriated sufficient funds to the Oswegatchie Fire Company for the operation, maintenance and purchase of equipment based upon an estimated annual budget furnished by the Oswegatchie Fire Company to the Town of Waterford and with approval of the Board of Finance and the Representative Town Meeting.

This agreement does not in any way intend or demand any infringement of the volunteer status of the Oswegatchie Fire Company or of prior rights of mutual aid already set up and in operation with any other fire company or department or association in the town, county, state or group of states (known as mutual aid).

This agreement shall extend to February 1, 1971, and from year to year thereafter unless terminated by either party, which termination shall be effective only on the last day of January of the year of termination and upon not less than sixty (60) days prior written notice of the party terminating the same. This agreement may be modified at any time, by written agreement of the parties hereto.

Dated at Waterford, Connecticut, this 18th day of June, 1970.

RECEIVED
JUN 16 1970
SELECTMEN'S OFFICE
WATERFORD, CONN.

TOWN OF WATERFORD

By

Albert L. Partridge
Jack R. Newman
Clifford Hill, Jr.

Board of Selectmen

Hereunto duly authorized by
Resolution of the Representative
Town Meeting, on 10-7-69

THE OSWEGATCHIE FIRE COMPANY

By

Frank Shipp, Chief
Arthur L. Brown, Comm. Exe.

Comm.

Hereunto duly authorized by vote of
membership on 6/10/70

A G R E E M E N T

THIS AGREEMENT, made this PK day of August, 1979,
by and between the TOWN OF WATERFORD, a municipal corporation
located in the County of New London and State of Connecticut,
hereinafter called "Town" and the WATERFORD FIRE ENGINE CO., NO.
1 INC., a Connecticut non-stock corporation situated in the Town
of Waterford, County of New London and State of Connecticut,
hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to
support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive
said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company
will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said
appropriations that it will continue to provide fire fighting
service to the Town.

(2) The Company agrees that should it cease to provide
such fire fighting service other than as a result of circumstances
beyond its control, or should the Company be dissolved, it will
convey the premises described on Schedule "A", attached hereto and
made a part hereof, to the Town at no cost to said Town.

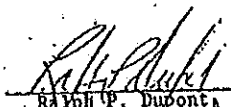
(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

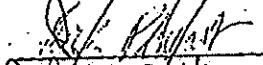
(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

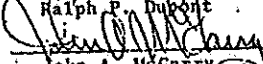
IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD


Ralph P. Dupont

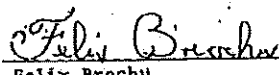

John A. McGarry


Ralph P. Dupont


John A. McGarry


Lawrence J. Bettencourt
First Selectman

WATERFORD FIRE ENGINE CO. No. 1, INC.

By: 
Felix Brochu
Chief

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON } ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.

Judith L. Metcalf
Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

STATE OF CONNECTICUT }
COUNTY OF NEW LONDON } ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared FELIX BROCHU, who acknowledged himself to be the Chief of Waterford Fire Engine Company, No. 1, Inc. a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.

Judith L. Metcalf
Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

EXHIBIT "A"FIRST TRACT

A certain tract of land with the buildings thereon standing, situated in the Town of Waterford, in the Village of Jordan on the north side of the highway leading from New London to Rope Ferry Bridge, and bounded and described as follows, to wit:

On the north by land now or formerly of Pliny M. Harwood, on the east by land now or formerly of George H. Gallup; on the south by the highway leading from New London to Rope Ferry Bridge; and on the west by land now or formerly of Pliny M. Harwood.

Being the same and all the same premises conveyed to the Waterford Fire Engine Co. No. 1, Inc. by Quit Claim Deed of Charles A. Gallup, Fred W. Jacques, Frederick L. Gooss, Frank Howard, W. Ellery Allyn, Courtland R. Darrow, John H. Eccleston, Gurdon S. Allyn, George H. Bathgate, Edgar I. Thomas, dated March 8, 1930 and recorded in Volume 54, pages 279 and 280 in the Waterford Land Records.

Excepting from the within described real estate all that certain tract of land located within said Town of Waterford and heretofore conveyed to J. Rodney Smith by Quit Claim Deed of the Waterford Fire Engine Company, No. 1, Inc. dated February 16, 1953 and recorded in Volume 63, page 531 of the Waterford Land Records and being more particularly bounded and described as follows:

A certain tract or parcel of land, situated in Jordan, in said Town of Waterford:

Beginning at a point in the northerly line of the New London-Niantic Road, which point is marked by a merestone and is the southwesterly corner of land of Waterford Fire Engine Co., No. 1, Inc.; thence running northerly in a line making an interior angle with the highway line of 87° 06' Seventy-six and three-tenths (76.3) feet to another merestone; thence deflecting to the left 88° 12' run westerly three (3) feet; thence deflecting 84° 06' to the right run northerly in a straight line one hundred eight and five-tenths (108.5) feet to another merestone at the northwest corner of the land of Waterford Fire Engine Co. No. 1, Inc.; thence deflecting 91° 54' to the right run easterly in a straight line bounded southerly by land of Waterford Fire Engine Co. No. 1, Inc. ninety-five and five-tenths (95.5) feet, more or less, to the northeasterly corner of Waterford Fire Engine Co. No. 1, Inc.'s land; thence easterly in the same course bounded southerly by lands now or formerly of the Estate of George H. Gallup and by land now or formerly of Sarah G. Brill, two hundred eighty (280) feet, more or less, to Jordan Brook; thence northwesterly with Jordan Brook to land formerly of G. S. Allyn; thence westerly or southwesterly with said Allyn land two hundred fifty-one (251) feet, more or less, to the northeast corner of land now or formerly of May T. Howard; thence southerly with said Howard land two hundred thirty-five (235) feet, more or less, to the northerly line of the New London-Niantic Road; and thence easterly with the northerly line of said Road eighty-three and sixty-six hundredths (83.66) feet to the merestone at the point or place of beginning.

SECOND TRACT

A certain tract of land with the buildings thereon, situated in the Town of Waterford, County of New London, and State of Connecticut, situated at 87 Rope Ferry Road, bounded and described as follows:

Beginning at a merestone on the northerly highway limit of the Rope Ferry Road at the southeast corner of land of the First Tract hereinbefore described and thence running northerly by said First Tract to the northeast corner thereof and land now or formerly of Henry Gardiner Enterprises, Inc., and thence running easterly by the southerly line of said land now or formerly of Henry Gardiner Enterprises 50 feet, and thence running southerly to a point 100 feet easterly, as measured along said northerly highway limit of Rope Ferry Road, from the point of beginning, and thence running westerly by the said northerly highway limit of Rope Ferry Road to the point of beginning,

Being the same and all the same premises conveyed to the Waterford Fire Engine Co., No. 1, Inc., by Warranty Deed of Aline G. Parish, dated August 21, 1972 and recorded in Volume 196, page 400 of the Waterford Land Records and by Administrator's Deed of George C. Gale, Administrator, DBN, CTA of the Estate of Geraldine G. Gale, deceased, dated April 24, 1972 and recorded in Volume 196, page 398 of the Waterford Land Records.

Excepting, however, a portion of the above-described premises being approximately 25' in width and commencing at the northeasterly corner of the hereinbefore described premises and running in a general southerly direction a distance of approximately 100' as hereinafter to be laid out by a registered land surveyor.

RECEIVED FOR RECORD *Aug 21 1972*

3:25 P M. ATTEST: *Arthur J. Shaw*
TOWN CLERK

AGREEMENT

THIS AGREEMENT, made this *11th* day of *August*, 1979,
by and between the TOWN OF WATERFORD, a municipal corporation
located in the County of New London and State of Connecticut,
hereinafter called "Town" and the QUAKER HILL FIRE COMPANY, INC.
a Connecticut non-stock corporation situated in the Town
of Waterford, County of New London and State of Connecticut,
hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to
support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive
said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company
will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said
appropriations that it will continue to provide fire fighting
service to the Town.

(2) The Company agrees that should it cease to provide
such fire fighting service other than as a result of circumstances
beyond its control, or should the Company be dissolved, it will
convey the premises described on Schedule "A", attached hereto and
made a part hereof, to the Town at no cost to said Town.

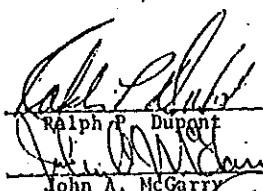
(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

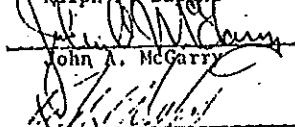
(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

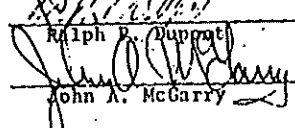
(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

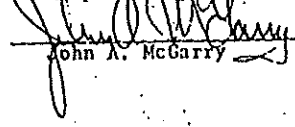
IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD


Ralph P. Dupont


John A. McGarry


Ralph P. Dupont


John A. McGarry


Lawrence J. Bettencourt
First Selectman

QUAKER HILL FIRE COMPANY, INC.

By: 
Melvin E. Carson
Chief

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.

Judith L. Metcalf
Judith A. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared MELVIN E. CARSON, who acknowledged himself to be the Chief of Quaker Hill Fire Company, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.

Judith L. Metcalf
Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

EXHIBIT "A"

Those certain tracts of land located on the north side of the Old Colchester Road at Quaker Hill, so-called, in the Town of Waterford, and bounded and described as follows:

FIRST TRACT

Commencing at a merestone at a point two hundred and twenty-five (225) feet northwest of the junction of a stone wall at the junction of the Norwich and Old Colchester Roads, and being the southeast corner of land conveyed to the Quaker Hill Home Building Company, by Frederick Scholfield and Andrew W. Smith, thence running northwesterly sixty (60) feet by and along said Old Colchester Road to another merestone; thence running northeasterly by and along other land of Quaker Hill Fire Company, Inc. and being the Second Tract hereinafter described, one hundred and ten (110) feet to a merestone separating the within described tract from other land formerly of the Quaker Hill Home Building Company and being the Third Tract hereinafter described; thence running southeasterly by and along said Third Tract sixty (60) feet to a merestone separating the within described tract from said other land formerly of said Quaker Hill Home Building Company and being the Third Tract; thence running southwesterly by and along other land now or formerly of the said Quaker Hill Home Building Company one hundred and ten (110) feet to the Old Colchester Road and to the Point of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by the Quaker Hill Home Building Company by Warranty Deed dated May 20, 1927 and recorded in Volume 44, page 225 of the Waterford Land Records.

SECOND TRACT

Beginning at the southwesterly corner of the First Tract above described, sometimes called the Fire House Lot at a point in the north easterly line of the Old Colchester Road; thence run northwesterly with said Road seventy-five (75) feet to a corner at other land formerly of Frederick Scholfield and being the Fourth Tract hereinafter described; thence run northeasterly with said Fourth Tract one hundred and ten (110) feet to another corner; thence run southeasterly with other land formerly of Frederick Scholfield and being the Third Tract hereinafter described, seventy-five (75) feet to the northwest corner of the said First Tract; thence southwesterly with said First Tract one hundred and ten (110) feet, more or less, to the point of departure at the Old Colchester Road.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Frederick Scholfield by Warranty Deed dated September 22, 1945 and recorded in Volume 69, page 234 of the Waterford Land Records.

THIRD TRACT

Beginning at the northeast corner of the First Tract above described, which point is one hundred ten (110) feet north of the northerly line of the Old Colchester Road; thence running northerly on the extension of the easterly line of said First Tract, eighteen and six-tenths (18.6) feet, more or less, to the southerly line of Sunshine Road; thence running westerly, by and along the southerly line of Sunshine Road, one hundred and thirty-five (135) feet, more or less, to the land formerly of Mildred B. Ashcraft and being the Fourth Tract described below; thence southerly, bounded westerly by said Fourth Tract, thirteen (13) feet, more or less, to other land of the said, Quaker Hill Fire Company, Inc. and being the Second Tract above described; thence easterly, bounded southerly by said Second Tract seventy-five (75) feet to a point; thence continuing easterly sixty (60) feet to the point and place of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Frederick Scholfield by Warranty Deed dated November 28, 1952 and recorded in Volume 95, page 176 of the Waterford Land Records.

FOURTH TRACT

Beginning at a point in the northerly line of the Old Colchester Road at the southwest corner of the Second Tract above described; thence running northerly, bounded easterly by the Second and Third Tracts above described, one hundred and twenty-five (125) feet, more or less, to the southerly line of Sunshine Road; thence running westerly, by and along the southerly line of said Road, fifty (50) feet to other land now or formerly of Frederick Scholfield; thence running southerly a distance of one hundred and twenty-five (125) feet, more or less, to the northerly line of the Old Colchester Road; thence, by and along the northerly line of said road, fifty (50) feet to the point and place of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Mildred A. Ashcraft by Warranty Deed dated December 2, 1952 and recorded in Volume 95, page 177 of the Waterford Land Records.

FILED FOR RECORD *August 19 29*
 3:25 P M. ATTORNEY *Arthur M. Shaw*
 TOWN CLERK

CERTIFICATE OF TITLE

TO: TOWN OF WATERFORD

THIS IS TO CERTIFY, That I have carefully examined the Land Records of the Town of Waterford, County of New London and State of Connecticut, as indexed, with respect to the title to those certain tracts of land situated in the Town of Waterford, and being more particularly bounded and described in Exhibit "A" annexed hereto and made a part hereof.

From such examination of said records, as indexed, I find and am of the opinion that the Quaker Hill Fire Company, Inc. is the owner of said land in FEE SIMPLE and that the same is free and clear of all encumbrances of record, except as follows:

1. All governmental laws and regulations affecting said premises, including building lines, if established and zoning and building regulations and ordinances of the Town of Waterford.

2. No building may be erected nearer than thirty (30) feet to the line of the highway.

3. Said premises may be used only for the purpose of erecting a building upon the same for fire department purposes and may be used for residential use only if the Quaker Hill Fire Company, Inc. no longer uses said property.

DUPONT, TOBIN
AND WILLIAMS, P.C.
P. O. BOX 58
NEW LONDON, CONN.

06320

JURIS NUMBER
17447

(203) 447-0335

4. A mortgage in favor of the First New London Savings & Loan Association, recorded in Volume 231, page 367 in the principal amount of \$40,000.00.

5. Tax liens of the Town of Waterford in the amount of \$10.00 or less, recorded in Volume 226, pages 401, 402, 403, 404 and Volume 234, pages 581, 582, 583, 584.

6. A portion of said premises appear on the Federal flood map which indicates that the hazard area (stemming from Smith Cove) runs up to and encompasses part of the said premises.

The foregoing certificate is issued subject to such facts as an accurate survey would disclose.

Dated at New London, Connecticut, this 8th day of August, 1979 at 5:00 p.m.

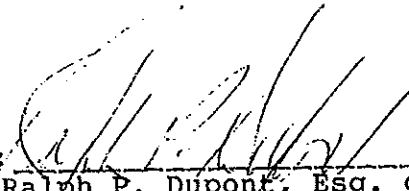
BY: 
Ralph P. Dupont, Esq. of
Dupont and Tobin, P.C.

EXHIBIT "A"

Those certain tracts of land located on the north side of the Old Colchester Road at Quaker Hill, so-called, in the Town of Waterford, and bounded and described as follows:

FIRST TRACT

Commencing at a merestone at a point two hundred and twenty-five (225) feet northwest of the junction of a stone wall at the junction of the Norwich and Old Colchester Roads, and being the southeast corner of land conveyed to the Quaker Hill Home Building Company, by Frederick Scholfield and Andrew W. Smith, thence running northwesterly sixty (60) feet by and along said Old Colchester Road to another merestone; thence running northeasterly by and along other land of Quaker Hill Fire Company, Inc. and being the Second Tract hereinafter described, one hundred and ten (110) feet to a merestone separating the within described tract from other land formerly of the Quaker Hill Home Building Company and being the Third Tract hereinafter described; thence running southeasterly by and along said Third Tract sixty (60) feet to a merestone separating the within described tract from said other land formerly of said Quaker Hill Home Building Company and being the Third Tract; thence running southwesterly by and along other land now or formerly of the said Quaker Hill Home Building Company one hundred and ten (110) feet to the Old Colchester Road and to the Point of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by the Quaker Hill Home Building Company by Warranty Deed dated May 20, 1927 and recorded in Volume 44, page 225 of the Waterford Land Records.

SECOND TRACT

Beginning at the southwesterly corner of the First Tract above described, sometimes called the Fire House Lot at a point in the north easterly line of the Old Colchester Road; thence run northwesterly with said Road seventy-five (75) feet to a corner at other land formerly of Frederick Scholfield and being the Fourth Tract hereinafter described; thence run northeasterly with said Fourth Tract one hundred and ten (110) feet to another corner; thence run southeasterly with other land formerly of Frederick Scholfield and being the Third Tract hereinafter described, seventy-five (75) feet to the northwest corner of the said First Tract; thence southwesterly with said First Tract one hundred and ten (110) feet, more or less, to the point of departure at the Old Colchester Road.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Frederick Scholfield by Warranty Deed dated September 22, 1945 and recorded in Volume 69, page 234 of the Waterford Land Records.

THIRD TRACT

Beginning at the northeast corner of the First Tract above described, which point is one hundred ten (110) feet north of the northerly line of the Old Colchester Road; thence running northerly on the extension of the easterly line of said First Tract, eighteen and six-tenths (18.6) feet, more or less, to the southerly line of Sunshine Road; thence running westerly, by and along the southerly line of Sunshine Road, one hundred and thirty-five (135) feet, more or less, to the land formerly of Mildred B. Ashcraft and being the Fourth Tract described below; thence southerly, bounded westerly by said Fourth Tract, thirteen (13) feet, more or less, to other land of the said, Quaker Hill Fire Company, Inc. and being the Second Tract above described; thence easterly, bounded southerly by said Second Tract seventy-five (75) feet to a point; thence continuing easterly sixty (60) feet to the point and place of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Frederick Scholfield by Warranty Deed dated November 28, 1952 and recorded in Volume 95, page 176 of the Waterford Land Records.

FOURTH TRACT

Beginning at a point in the northerly line of the Old Colchester Road at the southwest corner of the Second Tract above described; thence running northerly, bounded easterly by the Second and Third Tracts above described, one hundred and twenty-five (125) feet, more or less, to the southerly line of Sunshine Road; thence running westerly, by and along the southerly line of said Road, fifty (50) feet to other land now or formerly of Frederick Scholfield; thence running southerly a distance of one hundred and twenty-five (125) feet, more or less, to the northerly line of the Old Colchester Road; thence, by and along the northerly line of said road, fifty (50) feet to the point and place of beginning.

Being the same and all the same premises conveyed to Quaker Hill Fire Company, Inc. by Mildred A. Ashcraft by Warranty Deed dated December 2, 1952 and recorded in Volume 95, page 177 of the Waterford Land Records.

MUTUAL AGREEMENT BETWEEN THE TOWN OF WATERFORD
AND THE QUAKER HILL FIRE COMPANY

The Town of Waterford and the Quaker Hill Fire Company do mutually agree that the Quaker Hill Fire Company will to the best of its ability give to the Town of Waterford, adequate fire protection.

The Town of Waterford and the Quaker Hill Fire Company do further mutually agree that the Town of Waterford, has appropriated sufficient funds to the Quaker Hill Fire Company for the operation, maintenance and purchase of equipment based upon an estimated annual budget furnished by the Quaker Hill Fire Company to the Town of Waterford and with approval of the Board of Finance and the Representative Town Meeting.

This agreement does not in any way intend or demand any infringement of the volunteer status of the Quaker Hill Fire Company or of prior rights of mutual aid already set up and in operation with any other fire company or department or association in the town, county, state or group of states (known as mutual aid).

This agreement shall extend to February 1, 1971, and from year to year thereafter unless terminated by either party, which termination shall be effective only on the last day of January of the year of termination and upon not less than sixty (60) days prior written notice of the party terminating the same. This agreement may be modified at any time, by written agreement of the parties hereto.

Dated at Waterford, Connecticut, this 7th day of June, 1970.

TOWN OF WATERFORD

By

Albert L. Partridge
Jack R. Newman
E. Clifford Hill, Jr.
Board of Selectmen

Hereunto duly authorized by
Resolution of the Representative
Town Meeting, on 10-7-69

THE QUAKER HILL FIRE COMPANY

By

Malvin E. Carson CHIEF

Hereunto duly authorized by vote of
membership on MAY 14, 1970

AGREEMENT

THIS AGREEMENT, made this 8th day of August, 1979, by and between the TOWN OF WATERFORD, a municipal corporation located in the County of New London and State of Connecticut, hereinafter called "Town" and the GOSHEN FIRE DEPARTMENT, INC., a Connecticut non-stock corporation situated in the Town of Waterford, County of New London and State of Connecticut, hereinafter called "Company".

WHEREAS, the Town has annually made appropriations to support the activities of the Company, and;

WHEREAS, the Company is desirous of continuing to receive said appropriations, and;

WHEREAS, the Town wishes to be assured that the Company will continue to provide fire fighting service to the Town.

NOW, THEREFORE, it is agreed as follows:

(1) The Company agrees that in consideration of said appropriations that it will continue to provide fire fighting service to the Town.

(2) The Company agrees that should it cease to provide such fire fighting service other than as a result of circumstances beyond its control, or should the Company be dissolved, it will convey the premises described on Schedule "A", attached hereto and made a part hereof, to the Town at no cost to said Town.

VOL 251 PAGE 947

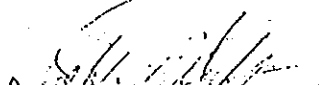
(3) No mortgage shall be placed upon the within described premises after the date of this agreement without the written consent of the Town.

(4) The Town will continue to make annual appropriations to the Company in an amount to be determined by the Town.

(5) This agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

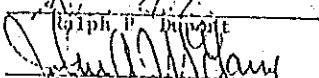
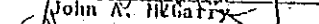
TOWN OF WATERFORD

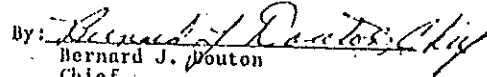

Ralph H. Dupont

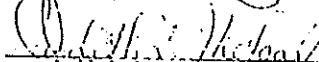
John A. McHarry

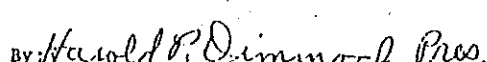

Lawrence J. Mettencourt
First Selectman

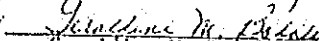
GOSHEN FIRE DEPARTMENT, INC.


Ralph H. Dupont

John A. McHarry

By: 
Bernard J. Dutton
Chief


Judith L. Metcalf

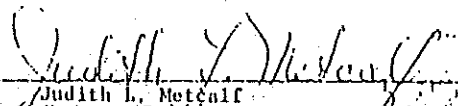
By: 
Harold P. Dimmock
President


Geraldine M. Badalucca

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the FIRST SELECTMAN of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as First Selectman.

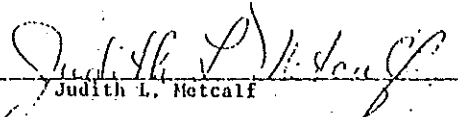
In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer
MY COMMISSION EXPIRES
MARCH 31, 1981

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON) ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared BERNARD J. DOUTON, who acknowledged himself to be the Chief of Goshen Fire Department, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Chief.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer
MY COMMISSION EXPIRES
MARCH 31, 1981

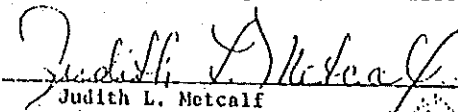
Vol 251 PAGE 949

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss. Waterford, Conn., August 8, 1979

On this the 8th day of August, 1979, before me, JUDITH L. METCALF, the undersigned officer, personally appeared HAROLD P. DIMMOCK, who acknowledged himself to be the President of Goshen Fire Department, Inc., a non-stock corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.


Judith L. Metcalf
Notary Public
Title of Officer

MY COMMISSION EXPIRES
MARCH 31, 1981.

Vol 251 Page 950

EXHIBIT "A"

FIRST TRACT

A certain tract of land situated in the Town of Waterford, County of New London and State of Connecticut, on the northerly side of the Goshen Road and adjoining the Second Tract hereinafter described sometimes called the Fire House Lot, and being more particularly bounded and described as follows:

Beginning at the southwest corner of the tract herein described at the southeast corner of the the Second Tract hereinafter described and in the northerly line of said Goshen Road; thence run northerly with said Second Tract about one hundred and fifty-five (155) feet to a corner at land now or formerly owned by John Lelper; thence run easterly bounding land now or formerly of The Goshen Realty Company on the north, twenty-five (25) feet to a corner; thence run southerly in a direct line bounding other land now or formerly of The Goshen Realty Company on the east, one hundred and fifty (150) feet to the north line of Goshen Road before mentioned; and thence westerly by and with said Road line fifty (50) feet to the point of beginning.

Being the same and all the same property conveyed to the Goshen Fire Department, Inc. by Warranty Deed of The Goshen Realty Co., dated November 24, 1969 and recorded in Volume 180, page 525 in the Land Records of the Town of Waterford.

SECOND TRACT

That certain tract of land situated at Pleasure Beach in the Town of Waterford, more particularly bounded and described as follows:

Beginning at a merestone located at the northeast corner of the intersection of the New Shore Road and the Goshen Road; thence running along the line of the Goshen Road in a general easterly direction one hundred fifty (150) feet, more or less, to a stonewall and the First Tract above described; thence running in a general northerly direction along said stonewall, and said First Tract a distance of one hundred fifty (150) feet, more or less, to where said wall intersects another stonewall which runs approximately east and west; thence running in a general westerly direction along said stonewall a distance of one hundred twenty (120) feet, more or less, to other land owned by Goshen Fire Department, Inc. (being the Third Tract hereinafter described); thence running in a general southerly direction along other land of the said Goshen Fire Department, Inc., one hundred five (105) feet, more or less, to a merestone; thence running in a general southwesterly direction along said other land of the Goshen Fire Department, Inc., sixty-three and eight-tenths (63.8) feet, more or less, to a

merestone located on the line of the New Shore Road; thence running in a general southeasterly direction along the line of the New Shore Road one hundred (100) feet, more or less, to the point or place of beginning.

Being the same and all the same property conveyed to the Goshen Fire Department, Inc. by Warranty Deed of The Goshen Realty Company, dated February 13, 1940 and recorded in Volume 50, page 360 in the Land Records of the Town of Waterford.

THIRD TRACT

A certain tract of land near Pleasure Beach in the Town of Waterford and adjoining the Second Tract above described and being bounded and described as follows, viz:

Beginning at a point in the northeasterly line of Shore Avenue (also called New Shore Avenue) at a merestone set one hundred feet northwesterly from another merestone set in the line of Goshen Road, at the southwesterly corner of said Second Tract thence in a northeasterly direction run sixty three and eight tenths (63.8) feet to another merestone, thence northerly one hundred and five (105) feet to a drill mark (T) on wall at land now or formerly of John Leiper, thence westerly with the wall and said Leiper land fifty (50) feet to other land of the Goshen Fire Department, Inc. (being the Fourth Tract hereinafter described); thence southerly and westerly with such other land to Shore Avenue and southeasterly with Shore Avenue to the merestone at the point of departure.

Being the same and all the same premises conveyed to the Goshen Fire Department, Inc. by Warranty Deed of the Goshen Realty Company dated September 25, 1931 and recorded in Volume 46, page 432 in the Land Records of the Town of Waterford.

FOURTH TRACT

Beginning at a point thirty (30) feet east of the angle of the stone wall which bounds the property of John Leiper on the south; thence running in a southeasterly direction one hundred fifty (150) feet by and along the new Shore Road, so called, to a merestone; thence in an easterly direction parallel to the above mentioned wall seventy (70) feet more or less bounded on the south by other land of the Goshen Fire Department, Inc. (being the Third Tract above described); thence northerly eighty (80) feet more or less by and along said other land of The Goshen Fire Department, Inc. to the wall bounding lands belonging to John Leiper thence in a westerly direction by said wall one hundred ninety five (195) feet more or less to the point of beginning.

Being the same and all the same premises conveyed to the Goshen Fire Department, Inc. by Warranty Deed of the Goshen Realty Company dated May 1, 1928 and recorded in Volume 41, page 606 in the Land Records of the Town of Waterford.

Excepting from the within described real estate all that certain tract of land located within said Town of Waterford, and heretofore conveyed to the Town of Waterford by Quit Claim Deed of the Goshen Fire Department, Incorporated dated June 13, 1946 and recorded in Volume 61, Page 254 of the Waterford Land Records and being more particularly bounded and described as follows:

Beginning at a merestone at the intersection of the North line of Goshen Road with the northeasterly line of New Shore Road; thence by and along the northeasterly line of New Shore Road in a northwesterly direction one hundred (100') feet to a merestone; thence in an irregular curved line by and along other property of the Goshen Fire Department, Inc. (being the Second Tract above described) to a point in the northerly line of Goshen Road; thence by and along the Northerly line of Goshen Road in a Westerly direction one hundred (100') feet to the place of beginning. The shortest distance from said irregular curved line to the merestone at the point of beginning being fifteen (15') feet.

RECEIVED FOR RECORD *Aug 21, 19 22*

3:26 P. M. ATTEST: *Arthur J. Lee*
TOWN CLERK

171 204 2-005

AGREEMENT TO AMEND

THIS AGREEMENT, made this 18th day of June, 1985, by and between the TOWN OF WATERFORD, a municipal corporation located in the County of New London and State of Connecticut (hereinafter called "Town") and the QUAKER HILL FIRE COMPANY, INC., a Connecticut non-stock corporation situated in the Town of Waterford, County of New London and State of Connecticut (hereinafter called "Company").

WHEREAS, the Town and the Company entered into a certain agreement concerning premises owned by the Company and dated August 8, 1979 and recorded in the Waterford Land Records in Volume 251, Page 941, whereby the Company agreed to convey to the Town said premises upon the happening of certain conditions, and the Town agreed to continue to make annual appropriations to the Company; and

WHEREAS, the Town and the Company intend to, and hereby do, amend that said Agreement;

NOW, THEREFORE, it is agreed as follows:

(1) Certain premises described in Exhibit "A", attached hereto and made a part hereof, are to be covered by all the terms of that said Agreement.

(2) All the terms of that said Agreement are hereby ratified.

204 696

(3) This Agreement shall be binding on the parties and their successors or assigns, and shall be deemed a covenant running with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals the date first above written.

TOWN OF WATERFORD

Charles G. Hays
Joan C. McQuay

By: Lawrence Bettencourt
First Selectman

QUAKER HILL FIRE COMPANY, INC.

Charles G. Hays
Joan C. McQuay

By: Richard T. Kirchoff
Richard Kirchoff
Chief

STATE OF CONNECTICUT
COUNTY OF NEW LONDON

) ss. Waterford, CT 6/18, 1985
)

On this the 18TH day of JUNE, 1985, before me, CALVIN K. BROUWER, the undersigned officer, personally appeared LAWRENCE J. BETTENCOURT, who acknowledged himself to be the First Selectman of the Town of Waterford, a municipal corporation, and that he as such First Selectman, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.

Calvin K. Brouwer
CALVIN K. BROUWER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988
Title of Officer
PUBLIC
CONNECTICUT

204 697

STATE OF CONNECTICUT)

) ss. Waterford, CT

6/18, 1985

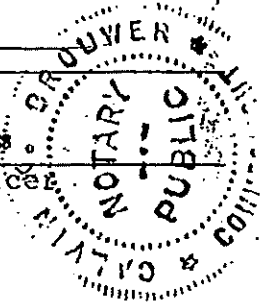
COUNTY OF NEW LONDON)

On this the 18th day of JUNE, 1985, before me, CALVIN K. BROUWER, the undersigned officer, personally appeared RICHARD KIRCHOFF, who acknowledged himself to be the Chief of Quaker Hill Fire Company, Inc., a non-stock corporation, and that he as such Chief, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chief.



CALVIN K. BROUWER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988

Title of Officer



SCHEDULE "A"

TRACT ONE:

A certain tract of land, being a portion of Lot 3, and all of Lots 4 and 5 as shown on a map entitled "Revised Plan of Subdivision Belonging to Frederick Scholfield in Quaker Hill, Waterford, Conn., drawn by John M. Wallace, dated June 10th, 1952," more particularly bounded and described as follows:

Beginning at a merestone located in the southeast corner of Lot No. 5 as shown on said plan; thence running northerly, along the line of a proposed road, one hundred twelve and five-tenths (112.5) feet to a merestone located in the line of Sunshine Road; and thence running westerly, along the line of Sunshine Road, two hundred fifty (250) feet to a point fifty (50) feet easterly from the easterly line of Lot 2, as shown on said plan; thence running southerly one hundred sixteen (116) feet, more or less, along a line parallel with and fifty (50) feet easterly from the easterly line of Lot 2, as shown on said plan, to Sunshine Road; and thence running easterly two hundred fifty (250) feet along the line of Sunshine Road to the merestone at the point and place of beginning.

Being the same premises conveyed to the Company by quit claim deed of Ethel Scholfield recorded in the Waterford Land Records in Volume 186, Page 565; being the same premises conveyed to the Company by quit claim deed of Richard P. Scholfield recorded in the Waterford Land Records in Volume 186, Page 567; and being the same premises conveyed to the Company by quit claim deed of Cecil M. Scholfield recorded in the Waterford Land Records in Volume 186, Page 569.

TRACT TWO:

That certain parcel of land, with all the improvements thereon, situated on Sunshine Road in Quaker Hill, Town of Waterford, County of New London and State of Connecticut, shown as revised Lot #1 (formerly Lot #1 and the westerly thirty (30) foot portion of Lot #2) on a map entitled, "Revised Plan of Subdivision Belonging to Frederick Scholfield in Quaker Hill, Waterford, Conn., drawn by John M. Wallace, dated June 10, 1952," said parcel being more particularly bounded and described as follows:

Beginning at the northwest corner of revised Lot #2, as shown on said map, which beginning point is located fifty-four and four-tenths (54.4) feet westerly from a merestone located in the northerly line of said Lot #2; thence running westerly eighty and four-tenths (80.4) feet along the northerly line of revised Lot #1 to a merestone

204 600

located on the northerly line of said Lot #1 at the beginning of a curve in Sunshine Road; thence following the curve of said Road in a southwesterly, southeasterly and easterly direction to a merestone in the line of Sunshine Road at the end of the curve a distance of one hundred eighty-seven and five-tenths (187.5) feet, more or less; thence running easterly along the line of Sunshine Road eighty-seven and four-tenths (87.4) feet, more or less, to the southwest corner of revised Lot #2, thence running northerly along the westerly boundary of revised Lot #2, one hundred seventeen (117) feet, more or less, to the point and place of beginning.

Being the same premises conveyed to the Company by warranty deed of Richard P. Scholfield recorded in the Waterford Land Records in Volume 190, Page 113.

RECEIVED FOR RECORD June 18 1985

10:35 AM. ATTEST: R. H. R.
TOWN CLERK

AGREEMENT FOR SERVICES / SUPPORT

Between
Ledge Light Health District
And
Town of Waterford

This Agreement is entered into and effective May 1, 2002 by and between Ledge Light Health District hereinafter "District" and the Town of Waterford hereinafter "Town"

WHEREAS: The District was established in 1993 under State of Connecticut statutes/regulations (See 19a-240 et seq.) to provide local public health services for the City and Town of Groton; and

WHEREAS: The Town of Ledyard joined the District effective June 1, 2001; and

WHEREAS: The District has submitted a proposal and invitation for the Town to join the District prior to June 1, 2002; and

WHEREAS: The Town of Waterford voted to join the District and has followed the State of Connecticut prescribed actions to join the District; effective May 1, 2002; and

WHEREAS: The District Board of Directors have voted to accept the Town as a member of the District and to provide all mandated local public health services with support of Town services and funding as specified herein; and

WHEREAS: Mr. Francis L. Crowley has been appointed by the Commissioner of the State Department of Public Health (DPH) as the District's Director of Health under the authority of applicable State statutes and regulations; and

WHEREAS: The Town appointed Mr. Crowley as the Town Acting Director of Health and in joining the District has accepted the appointment and authority of said District Director of Health; including his successor; and

NOW, THEREFORE, the parties mutually agree as follows:

I. AGREEMENT PURPOSE AND DISTRICT CONDITION

- A. The purpose of this Agreement is to specify the principal operational conditions for the Town to join the District. In particular, the parties' agree that the Town will at its direct expense provide logistical support to the District as a component of its obligation to fund its pro rata share of the District's operations.

- B. This Agreement is specifically conditioned upon the Town continuing to be a member of the District and the availability of adequate Town services to support the District's Waterford operations as further described.
- C. This Agreement is between independent parties and shall not be represented to be a joint venture, partnership or any other joint organization.

II. DESCRIPTION OF SERVICES AND ADMINISTRATIVE RELATIONSHIPS

- A. The primary intent of the Agreement is to provide a contractual basis for the District to obtain Town support services. The District will utilize these Town support services for its Waterford public health operations. Attachment A, incorporated herein, lists details of the allocation of local public health support functions to be performed under this Agreement.
- B. Attachment A also lists the local public health services to be provided directly by the District.
- C. Upon the Town joining the District, the District shall offer full time employment to Ms. Judith Wrenn the incumbent Town sanitarian.
- D. Subject to the terms of this Agreement, the parties will by mutual agreement establish the specific requirements and administrative protocol for the District to request Town support services.
- E. Any Town employees providing support services to the District here under shall be furnished pursuant to the following conditions:
 - 1. Town personnel shall remain Town employees and, as such, their employment's shall be governed by Town policies and personnel practices and any applicable Town labor union contracts.
 - 2. Town personnel shall perform their duties and provide the stipulated services under the functional cognizance of the District Director of Health and/or his designated representative. However, such functional direction by the District shall not be construed nor imply any employer-employee relationship between said Town employees and the District. It is expected that the support public health functions/tasks of the Town employees will be provided on a timely basis and that public health emergencies will be handled on a priority basis.
 - 3. The Town shall be responsible for and shall indemnify and hold the District harmless and free of liability for fringe benefits, tax withholdings, price and wage regulations,

and all other costs, actions and liability of whatsoever nature arising from the employer-employee relationship between the Town and its employees. The Town shall also be responsible for compliance with Federal, State and Local laws and regulations pertaining to working conditions, hours, occupational health and safety standards and related labor laws affecting employees, except to the extent violations or failure to comply with such laws and regulations are the direct result of the District's direction and supervision of such personnel's services.

4. Each Party shall be responsible for its own liability insurance and for their respective employees. Further, the Parties shall at their own expense procure and maintain in force while this Agreement remains in effect, a policy or policies of insurance in such coverage's and amounts as each party normally maintains for it self and its employees.
5. The Town hereby grants access to its premises as reasonably necessary to implement the intent of this Agreement and the Town shall provide all necessary support facilities, personnel, supplies, etc. at its expense to perform the terms and intent of this Agreement at Waterford.

III. TIME PERIOD – RENEWAL

- A. The District's proposal for the Town to join the District recognized, under applicable State laws and regulations, that the Town had to remain a member for at least two years plus a minimum six month notice to withdraw from the District. Therefore, it is contemplated that this Agreement will be in effect from the time the Town joins the District through June 30, 2005 subject to annual operational reviews and Town funding of the District.
- B. After each annual operational review conducted by the Town Selectman and District Director in December of each year, the District shall submit a definitive renewal proposal by January 15th to support the Town's budget process and schedules. The renewal specifics based on the above process shall be incorporated as an amendment to the Agreement prior to June 1st for the following fiscal year.

IV. CONSIDERATION-FUNDING

- A. The District's overall budget shall incorporate the Town's local contribution as two components of: direct per capita funding and the value of the Town's contracted services to be provided to the District under this Agreement. The total of these two components to be the Town's pro rata-per capita funding to the total District budget.
- B. For the first full fiscal year (07/01/02 – 06/30/03) the Town's funding and services shall be paid and contributed as follows:

Cash Per Capita Funding - \$ 120,960 (payable in July)

Total Town Funding \$ 120,960

- C. In addition to the Town's local funding and services; the District shall receive all State Department of Public Health (DPH) per capita funding generated by the Town's membership in the District; all State DPH project and block grant funding; and all license and inspection fees due to District.
- D. Within 30 days of payment to the District, the District shall reimburse the Town \$15,000 for services inclusive of but not limited to: clerical services, office space provided and vehicle usage.
- E. Except as otherwise expressly set forth herein each party shall bear its own expenses, costs, risks and liabilities arising out of its respective efforts and activities in performing this Agreement.

V. TERMINATION

- A. This Agreement may be terminated for the following reasons or events:
 - 1. The Town legally withdraws from the District pursuant to State statutes.
 - 2. The District is dissolved by its Directors in accord with applicable laws, regulations and its by-laws.
 - 3. The State ceases to provide per capita funding to the District.
 - 4. The Town is unable or unwilling to provide the stipulated services.
 - 5. By mutual agreement of the Parties as conditioned by the State minimum mandatory period for the Town to maintain its membership in the District.

VI. REPRESENTATIVES – NOTICES

- A. The Town and the District shall be represented as follows:

TOWN
Paul B. Eccard
First Selectman
(or his successor)

DISTRICT
Francis L. "Sam" Crowley
Director of Health
(or his successor)

- B. Any notices required between the Parties shall be written and be given personally or sent by registered/certified mail to the respective Party at the following address:

TOWN

DISTRICT

Town of Waterford – Town Hall
15 Rope Ferry Road
Waterford, CT 06385-2886

Ledge Light Health District
One Fort Hill Road
Groton, CT 06340

Attn: First Selectman

Attn: Director of Health

VII. OTHER TERMS

- A. District Permits / Licenses – Delinquent Taxes: The Town hereby requests and the District agrees to utilize its authority granted under State General Statutes Section 12-146a* *Revocation of Municipal and District Health Department Permits for Failure to Pay Personal Property Taxes* (as currently amended) to assist the Town Tax Collector to collect delinquent personal property taxes. The Tax Collector shall provide a list of delinquent taxes (over one year) to the District by November 1st of each year. (*Note: this is the same authority referenced by Town of Waterford 2-1-99 Ordinance 8.20.040 paragraph E)
- B. Compliance with Laws and Ordinances: The Town and District shall comply with all laws, statutes, ordinances, rules, orders and regulations enacted or promulgated by Federal, State, Municipal or other governmental authority relating to the services provided under this Agreement.
- C. Disputes/Arbitration: Any disputes or disagreements not resolved by mutual agreement of the Parties, may be settled in accordance with the rules and procedures of the American Arbitration Association (AAA) at a location within the State. The Parties agree that any final AAA decision/judgement may be entered and enforced in any court having competent jurisdiction of the Parties.
- D. Law Forum: This Agreement shall be governed and construed and the legal relations between the Parties shall be determined in accordance with the applicable laws of the State of Connecticut
- E. Entire Agreements/Amendments: This Agreement constitutes the entire understandings between the Parties and all prior understandings, discussions, and agreements are merged herein. This Agreement shall not be amended, except in writing, duly executed by the Parties hereto.

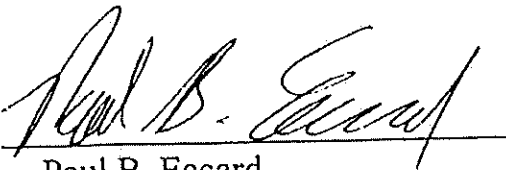
- F. Non-Waiver: Failure of either Party, at any time, to enforce any provision of this Agreement shall not constitute a waiver of any such provision nor in any way effect the validity of this Agreement, or any part thereof.
- G. Partial Invalidity: The invalidity of one or more of the provisions contained in this Agreement shall not affect the validity of the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.
- H. Non Assignment: Neither Party may assign or transfer its interests and obligations hereunder without the prior written consent of the other Party.
- I. Successors and Assigns: This Agreement shall be finding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- J. Headings: Section headings are for convenience of reference only and do not affect the substantive interpretation of this Agreement.
- K. Enclosures: The following Attachment is incorporated and made a part hereof.

Attachment A - ALLOCATION OF ACTIVITIES/RESPONSIBILITY
BETWEEN the TOWN AND DISTRICT

- L. Authority: Each Party represents and warrants that it has the power to enter into and perform this Agreement and that the execution and performance of this Agreement will not constitute a breach of any other agreement or restriction to which the Party may be bound.

IN WITNESS WHEREOF the Parties have executed this Agreement on the Date first above written by their duly authorized representatives.

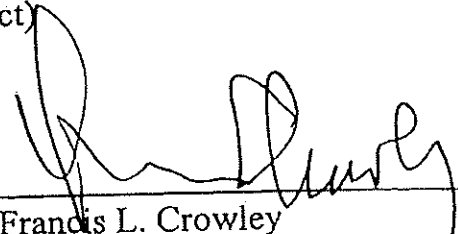
TOWN OF WATERFORD
(Town)

By: 
Paul B. Eccard

Title: First Selectman

Date: May July 1, 2002

LEDGE LIGHT HEALTH DISTRICT
(District)

By: 
Francis L. Crowley

Title: Director of Health

Date: May June 24, 2002

ATTACHMENT A
AGREEMENT
TOWN OF WATERFORD ("TOWN")
BETWEEN
LEDGE LIGHT HEALTH DISTRICT ("DISTRICT")
FOR
ALLOCATION OF ACTIVITIES / RESPONSIBILITY

- A. Overall Management: The District would assume all direct responsibilities of a local health department (LHD) under State statutes and regulations. There are 8 primary areas of public health (P.H.) services mandated by the State Department of Public Health (DPH) as follows.
- B. P.H. Statistics/Planning: The District Administrator assumes responsibility for P.H. planning with support from State DPH, Waterford Town Clerk and the Visiting Nurse Association of SE CT (VNA).
- C. Communicable/Chronic Disease Control: All the State and laboratory reports would come to the District. Need for follow-up (for example T.B. control) would be performed by VNA as presently done.
- D. Health Education: This is a high priority of the District. This function would supplement (not replace) VNA's current educational efforts.
- E. Environmental Health Services: The District will assume all responsibility for environmental health services and enforcement. The District will also maintain and supervise all environmental health service relationships with the State, Town officials and public media.
- F. Community Nursing Services: This would remain with the VNA.
- G. Nutrition Services: This would remain with VNA or other agencies.
- H. Maternal/Child Health Services: This would remain with VNA or other agencies.
- I. Emergency Services: The District would be the P.H. contact with the Town's Dispatch and would be the responding party for P.H. matters.
- J. Management Coordination: Cutting across all of the above is the principal benefit that a full time and full function LHD provides management coordination oversight and supervision of all of the above categorical listed services. The District would be a "one stop/focus" for all P.H. matters and would be responsible to the Town elected officials and to resolve any public complaints.

Items B through I are the State mandated local public health functions and responsibilities.

A more detailed function allocation between the Town's contract services and District direct services follows.

I. TOWN SUPPORT SERVICES

A. Environmental Health

1. Provide Public Works Department assistance for such items* as:
 - Trash removal when property owner refuses to comply with a valid P.H. nuisance order
 - Larvaciding storm drains and other areas
 - Elimination of standing water on Town properties, roads, etc.(* not a comprehensive listing)
2. Provide Town police enforcement support for valid P.H. Notice of Violations and Compliance.
3. Provide emergency dispatch services to contact District officials for P.H. emergency response.

B. VNA of SE CT Nursing Services

1. Provide Communicable/Chronic Disease Control function by it's Town's VNA contract.
2. Provide health education activities to be coordinated with the District's Community Health Coordinator
3. Nutrition Services
4. Provide Maternal/Child Health Services
5. Provide school nurses
6. Provide immunizations for Town employees

C. General Town Support for District

1. Provide adequate office space (in building department area) and telephone, fax, computer equipment and services for District staff to operate from the Waterford office.
2. Provide secretarial and telephone answering, and permit, license processing at the Waterford office at the current level of support of Ms. Wrenn.
3. Provide the Town vehicle assigned to Ms. Wrenn as needed by the District through December 31, 2002.

4. Provide Town attorney to represent the District in Town matters where the District is involved because of a Town action or inaction. This excludes District enforcement orders issued after July 1, 2002 which will be the responsibility of the District's attorney (Timothy Bates, Esq.)

II. DISTRICT SERVICES

A. Management

1. The District would assume all responsibilities for local health compliance with State statutes/regulations.
2. The District to provide functional management of the environmental health services and coordination with the VNA and other Town agencies.
3. The District will provide a qualified Director of Health and Registered Sanitarian staff with certifications in lead, radon, food inspections, and (phase I and II) sub-surface sewage disposal systems, etc. Also qualified health educator with community based health risk reduction experience.
4. The District Director will be the P.H. contact with Town elected official and administration.
5. The District Director will be the P.H. contact with the State Department of Public Health and other State and regional agencies.

B. Specific Services to be provided directly by LLHD

1. P.H. statistic and planning and health needs assessment in liaison with the VNA and the Town Clerk.
2. Communicable/Chronic Disease Control where all State & laboratory reports will come to the District with follow-up by the VNA as needed.
3. Environmental Health Services*
 - All Food Service Inspections
 - Lodging Inspections
 - Day Care Inspections
 - Public Swimming Pool Inspections
 - Bathing Beach Water Quality Sampling
 - Lead Investigations, Abatement Plan Reviews and Follow-up
 - Radon / IAQ Issues and Follow-up

- Mosquito surveillance for EEE/West Nile, etc.
(*not a complete listing)

C. Public Health Enforcement

1. As the designated authority under State regulations the District Director will issue appropriate orders to correct/abate all public health risk conditions.
2. The Director shall conduct all required appeal hearings and processes specified by State statutes.
3. The District will file complaints and seek legal action to eliminate a public health risk (after all negotiations and administrative efforts have failed).
4. Utilize the District's Food Regulations, which have provisions for fines and license revocation if a food establishment fails to correct a food safety issue.
5. The District will issue all required P.H. licenses and permits.

D. Sponsored Health Education/Promotion Programs

The District currently has 6 major State and private grant funded programs (some in collaboration with New London Health Dept. and regional P.H. Coalitions).

- CVD Risk Reduction
- Adolescent Substance Abuse Prevention/Reduction
- Breast Cancer Prevention Outreach
- Fetal/Infant Mortality Reduction
- Lyme Disease Prevention Program
- Pediatric Asthma Management / Prevention Program

LEASE INDENTURE

THIS AGREEMENT made this 21st day of March, 2011, by and between the TOWN OF WATERFORD, a municipal corporation organized and existing under the laws of the State of Connecticut, acting hereby by Daniel Steward, its First Selectman, duly authorized, hereinafter referred to as the LESSOR, and the EUGENE O'NEILL MEMORIAL THEATER CENTER, INC., a non-stock corporation organized and existing under the laws of the State of Connecticut and being located in Waterford, Connecticut, acting hereby by Preston Whiteway, its Executive Director, duly authorized by Corporate Resolution, hereinafter referred to as the LESSEE.

WITNESSETH:

That the Lessor has agreed to lease and hereby does lease and demise to the Lessee, and the Lessee has agreed to lease and hereby does lease from the Lessor all that certain tract or parcel of land with all buildings and improvements situated thereon being a portion of the Waterford Beach Park located in the Town of Waterford, County of New London and State of Connecticut, and being more particularly bounded and described on Schedule A, attached hereto and made a part hereof (hereinafter "Premises").

Said Premises are leased together with an easement over such contiguous land reasonably necessary of Lessor to utilize, maintain, repair and replace the septic system and/or public sewer line which services the Premises, and the rights to drain and grade for necessary fire and public safety, as per Planning & Zoning requirements.

Reserving to the Lessor the right and easement to install, maintain, repair, replace

and relocate water mains, electric, telephone and communication conductors and sewage and septic tank facilities on and across the Premises to service the facilities located on other lands of Lessor.

Reserving further to the Lessor and its assignees and all residents and taxpayers of the Town of Waterford the right and easement to travel over and upon the above described Premises on roadways and driveways as the same are now laid out and may hereafter be relocated by the Lessee, after approval of appropriate agencies of the Town of Waterford, of any such relocation.

Reserving further to the Lessor and its invitees the right to utilize the Premises for Town functions without cost to the Lessor, so long as such use does not conflict or interfere with the use of the Premises by Lessee; subject to mutual agreement of the parties as to scheduling, and subject to the obligation of the Town to leave the Premises in substantially the same condition as it was prior to such use.

This Lease is granted and accepted upon the foregoing and upon the following covenants and conditions and subject to the following restrictions, to all and every one of which the parties consent; and each of the parties hereby expressly covenants and agrees to keep, perform and observe all the terms, covenants and conditions herein contained on its part to be kept, performed and observed.

1. TERM OF LEASE. The Lease is granted for a term of forty (40) years, commencing on the 1st day of February, 2011, and expiring on the last day of January, 2051, unless extended as hereinafter specified.

2. RENTAL. For each calendar year commencing in 2011, the Lessee shall pay a sum equal to \$1.00, together with, if any, an amount equal to fifteen (15%) percent of the

Lessee's gross gate receipts (as hereinafter defined) for such calendar year. Such payments are due, and shall be made on or before the 31st day of January of each year following the end of the calendar year on which such percentage payments are based.

Gate Receipts are defined as sums received by the Lessee from ticket sales to persons for viewing of performing arts performances on the Premises, less any deductions for taxes, if any, paid on such ticket sales by the Lessee.

In addition, Lessee shall pay as additional rent 1.5% of tuition paid by students enrolled in all new O'Neill National Theater Institute educational programs, originating any time after the Commencement Date of this Lease. Tuition shall be defined as sums received by the Lessee from students for the above-referenced programs, exclusive of room and board and travel costs.

Notwithstanding the foregoing provisions, it is understood that Lessee may request a relief in writing from the above requirements to pay a portion of its gate fees and tuition as rent and that Lessor, in its sole discretion, may waive such requirements, or reduce or defer the portion of said fees required to be paid as additional rent to the extent that Lessor determines that such waiver, reduction or deferral is reasonably necessary to allow Lessee to continue its theater and educational programs, described in Paragraph 4 of this Lease, at the levels offered at the time of execution of this Lease. Requests for such waiver, reduction or deferral shall be made by Lessee in writing within three months of the end of Lessee's previous fiscal year.

3. INDEMNIFICATION. The Lessee shall hold harmless and indemnify the Lessor against any claim asserted against the Lessor by reason of the Lessee's use and occupancy of the Premises.

4. USE OF PREMISES. The Premises shall be used or occupied for a Theater and Arts Center dedicated to the American performing arts as a memorial to the late Eugene O'Neill, at which theatrical performances will be offered to the public. The Lessee shall establish and keep open to the public a library and museum of American theatrical memorabilia and lore, and the Lessee shall maintain a recognized theater, equipped and capable of use for theatrical productions, and theatrical productions shall be advertised, offered and produced. Further, the Lessee shall maintain a cultural, educational, and research resource center for the performing arts, including, but not restricted to, the use of performing companies, students and artists-in-residence. The Lessee shall permit use of the facilities on said Premises by the Waterford community and civic non-profit organizations, whenever possible, subject to the use of such facilities by activities and projects conducted by the Lessee.

5. MEMBERSHIP. In exchange for the below market rent provided herein, Lessee agrees that each resident and each taxpayer of the Town of Waterford shall be granted the basic membership privileges, without cost to such resident or taxpayer, upon application for membership and presentation to Lessee of proof of his or her status as a resident or taxpayer of Waterford.

6. RIGHTS OF RENEWAL. In the event that the Lessee has complied with all the terms of the Lease, it shall have the right to extend this Lease for two (2) additional terms of ten (10) years each, subject to the condition precedent as hereinafter specified, and upon the same terms, provisions and conditions as recited in this Lease; provided that the Lessee gives written notice of its intention to renew to the Lessor at least one year prior to the expiration of the term then in existence. The condition precedent for the

exercise of each of the two (2) Rights of Renewal, shall be that there be no need for a municipal use of the Premises by the Town of Waterford during such renewal term that would take precedence over the public benefit from the continued use of the Premises by the Lessee during such renewal term. Prior to making a determination as to whether such a condition precedent exists, the Lessor shall give consideration to an advisory opinion to be rendered by a committee to be appointed for that purpose. Such committee shall consist of six (6) persons, two (2) of whom shall be appointed by the Lessee, two (2) of whom shall be appointed by the Waterford Representative Town Meeting and two (2) of whom shall be appointed by the Waterford Recreation and Parks Commission. Such committee shall be appointed within a period of sixty (60) days from the date that the Lessee gives notice of its intention to exercise its renewal option ("Notice Date"). Such committee will render its opinion in writing to the Lessor and the Lessee within a period of one hundred eighty (180) days after the Notice Date.

7. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS.

- Town Responsible for ADA Compliance*
- A. The Lessor shall perform such repairs and improvements to the Premises as are required to bring the Premises into compliance with the Americans with Disabilities Act and any other federal, state and municipal laws and regulations designed to improve access and safety for persons with disabilities or similar social purposes.
- B. The Lessee shall, at the Lessee's own expense, comply with all other federal, state and local laws and regulations affecting the Premises, including building codes, health laws, zoning ordinances and orders of any state, municipal or other public authority affecting the Premises, structurally or otherwise. If Lessee fails to comply with such laws and regulations, Lessor, at its option, may, after ten (10)

days written notice to Lessee, perform such repairs and improvements as are required to bring the Premises into compliance with such codes.

The cost of any repairs and improvements performed by Lessor pursuant to the provisions of subparagraphs A or B of this paragraph 7 shall be reimbursed to Lessor by Lessee, if Lessor elects to request such reimbursement. At Lessee's option, such reimbursement may be made in equal annual payments over such period of time as Lessee may elect, not to exceed a period of ten (10) years from the date Lessor requests such payment. At Lessor's option, interest may be payable at a rate not to exceed Lessor's cost of funds, said cost of funds to be determined by the Town's Finance Director.

8. NO NUISANCES OR ILLEGAL ACTIVITIES. No part of the Premises shall be used by the Lessee or its invitees or patrons for any nuisances or illegal activities or operations.

9. REPAIRS, MAINTENANCE AND CONSTRUCTION OF PUBLIC SEWER LINE AND SEWER SEPTIC SYSTEMS.

A. The Lessee, at its own expense, shall have the obligation to keep the Premises in a state of good repair; perform all necessary maintenance to the Premises; and shall not make, suffer or permit any waste of the Premises.

B. The Lessee at its own expense shall maintain, repair and replace, if necessary, the septic system which services the Premises until such time as the Premises are connected to a public sewer system. In the event it is practicable or necessary to connect to the Town public sewer system, then Lessee at its own expense, in conjunction with Town officials, shall connect its facilities to the public sewer. The

Terms of
("Optional"
By Lessor)
Reimbursement
For
Town's
Funding
Repairs

Core
obligation
of Lessee

Lessee shall return the easement area as shown on Schedule "B" and any other property of Lessor disturbed by such work to substantially the same condition as the Premises were prior to such work. If Lessee fails to make repairs or maintain the current system, Lessor, at its option, may, after five (5) days written notice to Lessee, perform such repairs or maintenance as are required. The cost of any such repairs and maintenance performed by Lessor pursuant to this paragraph shall be reimbursed to Lessor by Lessee, if Lessor elects to request such reimbursement, in accordance with the provisions of paragraph 7. C.

C. In the event Lessee must construct a public sewer line extension to service new and existing buildings on the Premises, any costs associated with the public sewer line construction that are necessary, but outside the limits of the Premises shall be the responsibility of Lessee, but reimbursed by Lessor in the following manner:

- (1) All costs associated with said public sewer extension within Town of Waterford property, but outside the boundaries of the Premises, necessary to serve the Premises, shall be reviewed and agreed upon by both parties to this Lease. Once determined, the Lessor shall offset the costs of said necessary improvements to Lessor's property (outside the Premises) from any future rental payments due Lessor, until all costs have been recouped by Lessee, at which time all remaining lease payments shall be paid by Lessee to Lessor in accordance with the terms of this Agreement.

10. RENOVATIONS AND BUILDING. The Lessee shall have the right to renovate and reconstruct existing buildings and structures on the Premises and to erect new buildings and structures on the Premises; all of which shall be done at the Lessee's

own expense. Before performing any renovations or reconstruction of existing buildings and structures, or before erecting new buildings and structures on the Premises, the Lessee shall first obtain an approval of the Waterford Recreation and Parks Commission, the Waterford Board of Selectmen and all other applicable permitting agencies and review by Historic Properties Commission, which review shall only be binding as required by law. All improvements permanently affixed to the Premises shall be deemed to be and immediately become part of the Realty and shall be deemed to be property of the Lessor and part of the Premises and in all respects subject to the terms and provisions of this Lease.

Lessee shall, during any demolition or construction, carry builder's public risk insurance for One Hundred Percent (100%) of completed value, payment and performance bonds and such other insurance and surety as shall be reasonably requested by Lessor, naming the Lessor as an additional insured, to properly cover any damage to property or injury to persons resulting from the use, occupancy and/or construction on the Premises. Lessee shall save, defend and hold Lessor harmless from any claims for damage to property or injury to persons resulting from the use or occupancy of the Premises, or the construction of any building(s) and improvements on the Premises, and provide for payment and performance bonds of contractors for any new construction on Town owned property, and any required worker's compensation insurance.

11. COVENANT AGAINST SUBLEASING OR ASSIGNMENT. The Lessee shall not assign or mortgage this Lease or sublease the whole or any part of the Premises without the Lessor's prior written consent..

12. INSPECTION OF PREMISES. The Lessor shall have the right to inspect the whole or any part of the Premises at reasonable times upon giving reasonable prior notice to the Lessee.

13. DESTRUCTION BY FIRE OR CATASTROPHE. In the event that the Premises are destroyed by fire or other catastrophe, the Lessee shall have the option of rebuilding the destroyed portion of the Premises to the extent of the insurance proceeds payable as a result of such fire or other catastrophe, the Lease shall not terminate, and that portion of the insurance proceeds required to rebuild the destroyed Premises shall be paid to the Lessee. In the event that the Lessee elects not to rebuild the destroyed portion of the Premises to the extent of such available insurance proceeds, the Lease shall terminate at the option of the Lessor, and that portion of the insurance proceeds attributable to improvements permanently affixed to the real estate shall be paid to the Lessor. The Lessee shall make its election as to whether it intends to rebuild or not in writing within thirty (30) days of the date of the occurrence of the destruction of the Premises. Lessor shall also give thirty (30) days written notice of its intent to terminate the Lease. In the specific event the Lessee elects not to re-build a portion of the premises, and the Lessor reasonably deems that election to be satisfactory as to safety and other Town concerns, the amount of insurance proceeds attributable to the physical loss of structure shall be paid to the Lessor, and Lessee permitted to continue the Lease.

14. CONDEMNATION. In the event that the whole or any part of the Premises are taken by any governmental authority under power of eminent domain, all compensation payments paid by such governmental authority shall belong to the Lessor.

15. DEFAULT. In the event that the Lessee fails to perform each and every one

of the terms and conditions of this Lease, and fails to correct or rectify such violation within thirty (30) days after notification in writing from the Lessor, is adjudged bankrupt, makes an assignment for creditors, or fails and neglects to pay the amount of rent due in the manner hereinbefore agreed upon, this Lease shall terminate at the option of the Lessor. Upon termination of the Lease, the Lessor may thereafter re-enter said Premises and take possession thereof and without such re-entry may recover possession thereof in the manner prescribed by statute relating to actions for summary process; it being understood that no demand for rent and no re-entry for condition broken as at common law shall be necessary to enable the Lessor to recover such possession pursuant to the statutes relating to summary process. Lessee agrees to pay Lessor's costs for enforcement of the provisions of this Lease and for any summary process action or other action to take possession of the Premises upon default of Lessee or termination of this Lease, including but not limited to court costs and reasonable attorney fees.

16. INSURANCE.

- A. Lessee shall obtain and maintain in force for the benefit of itself and Lessor general public liability insurance in the amount of not less than \$2,000,000.00 (or such greater amount as may be reasonably determined by Lessor) combined single limit coverage against claims for personal injury, death, or property damage occurring in, on or about the Premises. The Lessee shall directly pay the premiums for these coverages and shall deposit certificates of such insurance with the Town.
- B. The Lessor shall maintain fire and casualty insurance with extended coverage, vandalism and malicious mischief, including all risk perils coverage on a

replacement cost basis, on the Premises in amounts determined by the Lessor and the Lessor shall be named insured on all said policies and shall be entitled to recover thereon or have said Premises rebuilt with said insurance proceeds. Provided, however, that the insurance proceeds for any loss shall be made available to the Lessee to the extent required to rebuild if it elects to rebuild as hereinbefore provided in Paragraph 13. Lessee shall reimburse Lessor its incremental cost of providing fire and casualty insurance with extended coverage provided pursuant to this Section 16.B., if Lessor elects to request such reimbursement.

- C. The Lessee shall be responsible for maintaining its own property insurance on all contents and personal property of Lessee located on the Premises. The Lessee shall directly pay the premiums for these coverages.
- D. The Lessee shall obtain and maintain in force, for the benefit of itself and Lessor, liquor liability insurance to statutory limits to be in effect at any time during which alcohol is sold to the public. The Lessee shall directly pay the premiums for these coverages and shall deposit certificates of such insurance with the Lessor.

17. PARKING FACILITIES. Without encumbrancing or leasing any specific area of the Lessor's adjoining Premises, on request of Lessee the Lessor will, to the extent practicable, make available to the Lessee for the Lessee's utilization overflow parking area for not to exceed five hundred (500) cars for patrons of the Lessee on other land of the Lessor convenient to the above Premises. The location of such parking area shall be designated by the Lessor. In the event such parking area requires improvement, the cost of such improvements for such parking area shall be paid for by

the Lessee. If Lessee fails to make such improvements, Lessor, at its option, may perform such repairs and improvements as are required. The cost of any such repairs and improvements performed by the Lessor pursuant to this paragraph shall be reimbursed to Lessor by Lessee, if Lessor elects to request such reimbursement, in accordance with the provisions of paragraph 7.C.

18. PAYMENT FOR UTILITIES. The cost of all utilities furnished to the Premises, such as electricity, gas, water, public sewer, septic pumping, etc., will be paid for by the Lessee, with the exception of all bulky waste transfer fees, which shall be waived by Lessor for the exclusive benefit of Lessee.

19. SUCCESSION. This indenture and all conditions and covenants contained herein shall bind and inure to the benefit of the Lessor and the Lessee and their respective successor's and assigns, except as otherwise provided.

20. TERMINATION OF PREVIOUS LEASE. The mutual acceptance and signing of this Lease shall pre-empt, supersede, and be controlling over the previous lease indenture dated the 16th day of January, 1995, and the Amendment thereto dated the 24th day of June, 2002, effective upon the commencement date of this Lease as set forth in Paragraph 1.

21. MAINTENANCE OF NON-PROFIT STATUS. The Lessee shall maintain its status as a non-profit, non-stock corporation and an exempt organization under Section 501(c)(3) of the Internal Revenue Code or comparable section under any amendments thereto. Loss of said status after the exhaustion of all appeals allowed by law shall constitute cause for termination of the Lease.

22. FURNISHING OF DOCUMENTATION. Upon the request of any board,

agency or commission of the Town of Waterford, the Lessee shall furnish to such board, agency or commission copies of the Lessee's annual financial statement, liquor liability insurance policy and liability insurance policy. At its discretion, Lessor may call for and have conducted a financial audit of Lessee, and Lessee shall supply such information as may be reasonably required for such audit. Any such audit shall be conducted at the expense of Lessor.

DATED on the date first above written.

Signed, sealed and delivered
in the presence of:

Kathleen N. Peterson
Kathleen N. Peterson

Linda Geer
Linda Geer

TOWN OF WATERFORD

By

Daniel Steward
Daniel Steward
Its First Selectman
Duly Authorized

THE EUGENE O'NEILL MEMORIAL
THEATER CENTER, INC.

By

Its

Executive Director
Duly Authorized

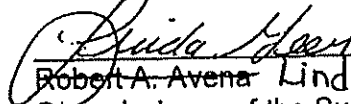
Kathleen N. Peterson
Kathleen N. Peterson
Linda Geer
Linda Geer

STATE OF CONNECTICUT)
COUNTY OF NEW LONDON)

ss. Waterford

On this the 21 day of March, 2011, before me, Linda Geer ROBERT A. AVENA, the undersigned officer, personally appeared DANIEL STEWARD, who acknowledged himself to be the First Selectman of the Town of Waterford, a municipal corporation, and that he, as such First Selectman being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Waterford by himself as First Selectman.

In Witness Whereof, I hereunto set my hand and official seal.


Robert A. Avena Linda Geer
Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON) ss. Waterford

On this the 24 day of March, 2011, before me Linda Geer, the undersigned officer, personally appeared Preston Whiteway, who acknowledged himself to be the Ex Director of The Eugene O'Neill Theater Center, Inc., a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of The Eugene O'Neill Theater Center, Inc. by himself as _____.

In Witness Whereof, I hereunto set my hand and official seal.


Commissioner of the Superior Court /
Notary Public
My Commission Expires: Jan 31, 2014

**APPROVED BY VOTE OF THE BOARD OF SELECTMEN
OF THE TOWN OF WATERFORD
ON
AUGUST 17, 2010**

**APPROVED BY VOTE OF REPRESENTATIVE TOWN MEETING
OF THE TOWN OF WATERFORD
ON
AUGUST 2, 2010**

**APPROVED BY VOTE OF THE BOARD OF DIRECTORS
OF THE EUGENE O'NEILL MEMORIAL THEATER CENTER, INC.
ON
JANUARY 16, 2011**

SCHEDULE A

A certain tract or parcel of land with any buildings and improvements thereon situated in the Town of Waterford, County of New London and State of Connecticut, and being more particularly bounded and described as follows:

BEGINNING AT A GRANITE MONUMENT AT THE SOUTHERLY CORNER OF THE
HEREIN DESCRIBED LEASE AREA:

THENCE RUNNING N70°-23'-30"E A DISTANCE OF 379.18' FEET TO A POINT;

THENCE CONTINUING N70°-23'-30"E A DISTANCE OF 51.20 FEET TO A POINT;

THENCE RUNNING S19°-36'-30"E A DISTANCE OF 63.00 FEET TO A POINT;

THENCE RUNNING N70°-23'-30"E A DISTANCE OF 370.00 FEET TO A POINT;

THENCE RUNNING N19°-36'-30"W A DISTANCE OF 63.00 FEET TO A GRANITE
MONUMENT;

THENCE RUNNING N17°-46'-30"W A DISTANCE OF 223.60 FEET TO A POINT;

THENCE RUNNING N24°-13'-00"W A DISTANCE OF 210.60 FEET TO A GRANITE
MONUMENT;

THENCE RUNNING S69°-33'-30"W A DISTANCE OF 175.40 FEET TO A POINT;

THENCE RUNNING N19°-47'-00"W A DISTANCE OF 105.00 FEET TO A POINT;

THENCE RUNNING S70°-13'-00"W A DISTANCE OF 365.00 FEET TO A POINT;

THENCE RUNNING S16°-13'-00"W A DISTANCE OF 75.00 FEET TO A POINT;

THENCE RUNNING S60°-13'-00"W A DISTANCE OF 250.00 FEET TO A POINT;

THENCE RUNNING S16°-01'-14"E A DISTANCE OF 287.00 FEET TO A POINT,

THENCE RUNNING N73°-58'-46"E A DISTANCE OF 45.00 FEET TO A POINT;

THENCE RUNNING S24°-55'-54"E A DISTANCE OF 141.12 FEET TO THE POINT
AND PLACE OF BEGINNING;

CONTAINING 430,569 S.F. (9.885 ACRES).

This property may be subject to utility easements or a private property permit.

SCHEDULE A (Continued)

Being shown on a plan titled: "SITE PLAN PREPARED FOR THE EUGENE O'NEILL MEMORIAL THEATER CENTER, INC. PROPERTY OF TOWN OF WATERFORD GREAT NECK ROAD, WATERFORD, CONNECTICUT" DATE: DEC. 1987 REVISED TO 2/25/88 BY TOTAL TECHNOLOGY, INC., recorded in the Waterford Land Records on June 2, 1988 as Map 2180.

Together with the right to obtain electric and communication services from existing or relocated utility poles on other land of the Lessor and the further right and easement to the extent the Lessor may authorize it, to obtain water from existing water pipes extending across the leased premises and together further with the right to travel over and upon a driveway extending from the leased premises to the public highway known as Great Neck Road, designated on the hereinbefore mentioned map as access road to Great Neck Road.

Reserving further to the Lessor the easement to install, maintain, repair, replace and relocate water mains, electric, telephone and communication conductors and sewage and septic tank facilities on and across the leased premises to service the facilities located on Lessor's other adjoining premises.

Reserving further to the Lessor the right and easement to travel over and upon the above described premises on roadways and driveways as the same is now laid out and may hereafter be relocated by the Lessee, after approval of appropriate agencies of the Town of Waterford, of any such relocation.

Together with the following additional acreage as described in SCHEDULE A-1 attached hereto.

SCHEDULE A-1

A certain piece or parcel of land depicted as "Area of Proposed Lease Expansion Area" containing 41,383 S.F. on a map entitled "Property Survey of Eugene O'Neill Theater Complex Across Land of Town of Waterford, 305 Great Neck Road, Waterford, Connecticut," scale 1"=50', dated August 2, 2010, prepared by The LRC Group, 160 West Street, Suite E, Cromwell, CT 06416.

Beginning at a point in the existing northerly lease line with the property of the Town of Waterford said point is N70°13'00"E 23.00 feet from a rebar set which is just to the east of the existing access driveway to the site, said beginning point is also the southwest corner of herein described Lease Expansion Area;

Thence running northerly, easterly, southerly, easterly again and southerly again the following five (5) courses and distances through land now or formerly of the Town of Waterford N20°50'51"W 93.90 feet, N70°13'00"E 311.80 feet, S27°47'20"E 42.05 feet, N73°41'03"E 94.32 feet and S19°45'37"E 150.76 feet to a point in the existing northerly lease line;

Thence running westerly, northerly and westerly again the following three (3) courses and distances along the said existing lease line S69°33'30"W 68.00 feet, N19°47'00"W 105.00 feet and S70°13'00"W 342.00 feet to the point or place of beginning.

The above Lease Expansion Area is together with "Temporary Rights for Grading & Construction" as depicted on the above referenced map.



LEGEND

Legend

Legend

Dead Reference
Volume 311 Page 345

Total Existing Lease Area
253,287 S.F.
5.84 Acres

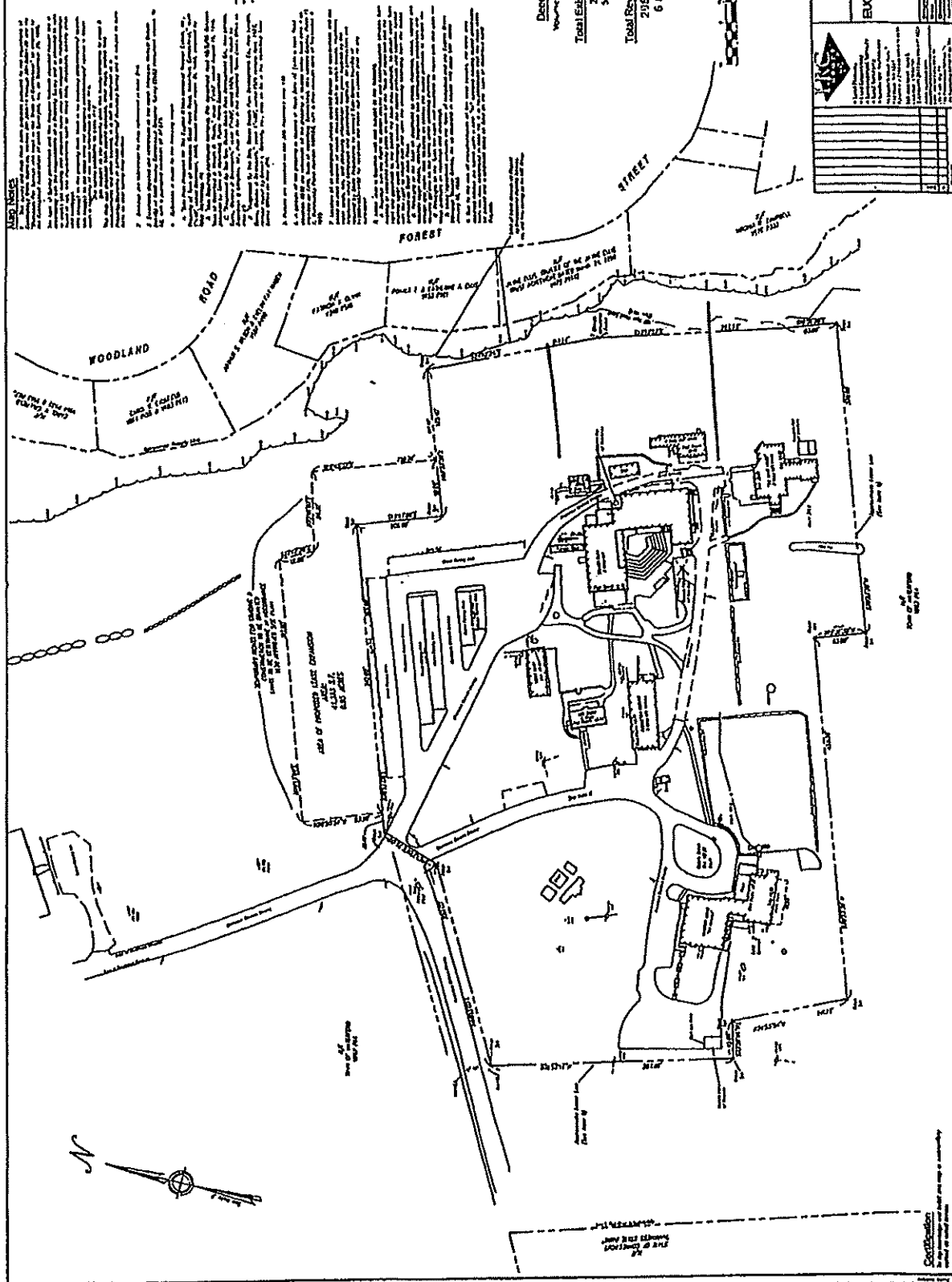
Total Revised Lease Area
295,670 S.F.
6.811 Acres

GRAPHIC SCALE

PROPERTY SURVEY

EUGENE ONEIL THEATER COMPLEX
JONES LANE
TOWN OF WATERFORD
3000 GREAT NECK ROAD
WATERFORD, CONNECTICUT

LE-1



Surveyed by: [Name]
Date: [Date]

Scale: 1" = 100'