

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Drawing No.	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
					Unit	Price	Unit	Price	Unit	Price	Unit	Price

**Impact Attenuation System
Flared**

166a		SFT	QPL List	ea.	\$	4,300.00	\$	4,300.00	\$	4,300.00	\$	4,300.00
166b		FLEAT-SP	QPL List	ea.	\$	4,300.00	\$	4,300.00	\$	4,300.00	\$	4,300.00
166c		Grading for Impact Attenuator System (Flared)	HW-1800_01	ea.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
166d		Night Work Additional Impact Attenuator System Flared	QPL List	ea.	\$	300.00	\$	300.00	\$	300.00	\$	300.00
166e		Percentage off Impact Attenuator items not listed above	QPL List	ea.		2%		2%		2%		2%

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Drawing No.	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
					Unit	Price	Unit	Price	Unit	Price	Unit	Price

Impact Attenuation System Median/Gore

167a		CAT 350	QPL List	ea.	\$	7,000.00	\$	7,000.00	\$	7,000.00	\$	7,000.00
167b		CAT 350-Transition to Shoulder Guard Rail (Rt & Lt Shoulder Only)	QPL List	ea.	\$	8,000.00	\$	8,000.00	\$	8,000.00	\$	8,000.00
167c		BEAT-MT	QPL List	ea.	\$	10,800.00	\$	10,800.00	\$	10,800.00	\$	10,800.00
167d		Grading for Impact Attenuator System (Median/Gore)	HW-2800_02	ea.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
167e		Night Work/Additional Impact Attenuator System Median/Gore	QPL List	ea.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
167f		Percentage off Impact Attenuator items not listed above	QPL List	ea.		2%		2%		2%		2%

EXHIBIT B PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Drawing No.	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
					Unit	Price	Unit	Price	Unit	Price	Unit	Price

Impact Attenuation System Non-Gating

168a		QuadGuard M-10 MASH (TL-3) Narrow - 24" Wide	QPL List	ea.	\$	31,500.00	\$	31,500.00	\$	31,500.00	\$	31,500.00
168b		QuadGuard M-10 MASH (TL-3) Narrow - 30" Wide	QPL List	ea.	\$	32,500.00	\$	32,500.00	\$	32,500.00	\$	32,500.00
169c		QuadGuard M-10 MASH (TL-3) Narrow - 36" Wide	QPL List	ea.	\$	33,000.00	\$	33,000.00	\$	33,000.00	\$	33,000.00
169d		QuadGuard M-10 MASH (TL-3) Wide - 69" Wide	QPL List	ea.	\$	36,250.00	\$	36,250.00	\$	36,250.00	\$	36,250.00
169e		QuadGuard M-10 MASH (TL-3) Wide - 90" Wide	QPL List	ea.	\$	38,500.00	\$	38,500.00	\$	38,500.00	\$	38,500.00

169f		Universal TAU-II-R (TL-3) - 50 mph - 30" Wide	QPL List	ea.	\$	40,000.00	\$	40,000.00	\$	40,000.00	\$	40,000.00
169g		Universal TAU-II-R (TL-3) - 50 mph - 42" Wide	QPL List	ea.	\$	43,000.00	\$	43,000.00	\$	43,000.00	\$	43,000.00
169h		Universal TAU-II-R (TL-3) - 50 mph - 48" Wide	QPL List	ea.	\$	45,000.00	\$	45,000.00	\$	45,000.00	\$	45,000.00
169i		Universal TAU-II-R (TL-3) - 50 mph - 60" Wide	QPL List	ea.	\$	52,750.00	\$	52,750.00	\$	52,750.00	\$	52,750.00
169j		Universal TAU-II-R (TL-3) - 50 mph - 84" Wide	QPL List	ea.	\$	72,000.00	\$	72,000.00	\$	72,000.00	\$	72,000.00
169k		Universal TAU-II-R (TL-3) - 50 mph - 96" Wide	QPL List	ea.	\$	73,000.00	\$	73,000.00	\$	73,000.00	\$	73,000.00
169l		Universal TAU-II-R (TL-3) - 65 mph - 30" Wide	QPL List	ea.	\$	51,000.00	\$	51,000.00	\$	51,000.00	\$	51,000.00
169m		Universal TAU-II-R (TL-3) - 65 mph - 42" Wide	QPL List	ea.	\$	58,000.00	\$	58,000.00	\$	58,000.00	\$	58,000.00
169n		Universal TAU-II-R (TL-3) - 65 mph - 48" Wide	QPL List	ea.	\$	59,000.00	\$	59,000.00	\$	59,000.00	\$	59,000.00
169o		Universal TAU-II-R (TL-3) - 65 mph - 60" Wide	QPL List	ea.	\$	65,000.00	\$	65,000.00	\$	65,000.00	\$	65,000.00
169p		Universal TAU-II-R (TL-3) - 65 mph - 84" Wide	QPL List	ea.	\$	76,000.00	\$	76,000.00	\$	76,000.00	\$	76,000.00
169q		Universal TAU-II-R (TL-3) - 65 mph - 96" Wide	QPL List	ea.	\$	81,000.00	\$	81,000.00	\$	81,000.00	\$	81,000.00

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Drawing No.	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
					Unit	Price	Unit	Price	Unit	Price	Unit	Price

Impact Attenuation System Non-Gating

170a		Fast TRACC (TL-3) - 24" Wide	QPL List	ea.	\$	39,900.00	\$	39,900.00	\$	39,900.00	\$	39,900.00
170b		Wide TRACC (TL-3) - 58" Wide	QPL List	ea.	\$	46,725.00	\$	46,725.00	\$	46,725.00	\$	46,725.00
171		Grading for Impact Attenuator System (Median/Gore)	HW-1800_02	ea.	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
172		Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	750.00	\$	750.00	\$	750.00	\$	750.00
173		Pre-Cast Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	750.00	\$	750.00	\$	750.00	\$	750.00
174		Night Work Additional Impact Attenuator System Non-Gating	QPL List	ea.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
175		Night Work Additional Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	250.00	\$	250.00	\$	250.00	\$	250.00
176		Percentage off Non-Gating Attenuator items not listed above	QPL List	ea.		2%		2%		2%		2%

EXHIBIT B PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Drawing No.	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
					Unit	Price	Unit	Price	Unit	Price	Unit	Price
Impact Attenuation System Non-Gating High Incident												
177a		REACT 350 - 4-Cylinders	QPL List	ea.	\$	44,000.00	\$	44,000.00	\$	44,000.00	\$	44,000.00
177b		REACT 350 - 6-Cylinders	QPL List	ea.	\$	51,000.00	\$	51,000.00	\$	51,000.00	\$	51,000.00
177c		REACT 350 - 9-Cylinders	QPL List	ea.	\$	59,550.00	\$	59,550.00	\$	59,550.00	\$	59,550.00
178a		SCI 100 GM - 24" Wide	QPL List	ea.	\$	34,000.00	\$	34,000.00	\$	34,000.00	\$	34,000.00
178b		SCI 100 GM - 30" Wide	QPL List	ea.	\$	38,000.00	\$	38,000.00	\$	38,000.00	\$	38,000.00
178c		SCI 100 GM - 36" Wide	QPL List	ea.	\$	39,000.00	\$	39,000.00	\$	39,000.00	\$	39,000.00
178d		SCI 100 GM - 48" Wide	QPL List	ea.	\$	43,500.00	\$	43,500.00	\$	43,500.00	\$	43,500.00
178e		SCI 100 GM - 69" Wide	QPL List	ea.	\$	46,500.00	\$	46,500.00	\$	46,500.00	\$	46,500.00
179		Grading for Impact Attenuator System (Median/Gore) HI	HW-1800_02	ea.	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00
180		Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	750.00	\$	750.00	\$	750.00	\$	750.00
181		Pre-Cast Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	750.00	\$	750.00	\$	750.00	\$	750.00
182		Night Work Additional Impact Attenuator System Non-Gating HI	QPL List	ea.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
183		Night Work Additional Reinforced Concrete Attenuator Pad	QPL List	c.y.	\$	500.00	\$	500.00	\$	500.00	\$	500.00
184		Percentage off Non-Gating HI Attenuator Items not listed above	QPL List	ea.		2%		2%		2%		2%

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
				Unit	Price	Unit	Price	Unit	Price	Unit	Price

Traffic Control

Traffic Control - Guide Rail - Two Lane											
185a		1 l.f. to 500 l.f.		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
185b		501 l.f. to 1500 l.f.		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
185c		1501 l.f. to 5000 l.f.		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
185d		5001 l.f. and Over		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
185e		Truck Mounted or Trailer Mounted Attenuator (TMA) per unit		hr.	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00

Traffic Control - Guide Rail - Expressway											
186a		1 l.f. to 500 l.f.		l.f.	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50	\$ 2.50
186b		501 l.f. to 1500 l.f.		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
186c		1501 l.f. to 5000 l.f.		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
186d		5001 l.f. and Over		l.f.	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
186e		Truck Mounted or Trailer Mounted Attenuator (TMA) per unit		hr.	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00

Traffic Control - Attenuator & Misc Item Installation											
187a		Traffic Control for Attenuator & Misc Item (Work Zone)		hr.	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00
187b		Truck Mounted or Trailer Mounted Attenuator (TMA) per unit		hr.	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00

EXHIBIT B PRICE SCHEDULE

Item No.	Catalog Management No. Internal Use Only	Description of Commodity and/or Services	Unit of Measure	DIST. 1		DIST. 2		DIST. 3		DIST. 4	
				Unit	Price	Unit	Price	Unit	Price	Unit	Price
Traffic Control											
Traffic Control - Traffic Persons											
188a		Municipal Police Officer (per each)	hr.	\$	90.00	\$	90.00	\$	90.00	\$	90.00
188b		Uniformed Flagger (per each)	hr.	\$	50.00	\$	50.00	\$	50.00	\$	50.00
Traffic Control Night Work/Additional											
189a		Traffic Control - Guide Rail - Two Lane	I.f.	\$	0.50	\$	0.50	\$	0.50	\$	0.50
189b		Traffic Control -Guide Rail - Expressway	I.f.	\$	0.50	\$	0.50	\$	0.50	\$	0.50
189c		Traffic Control - Attenuator & Misc. Item (Work Zone)	hr.	\$	5.00	\$	5.00	\$	5.00	\$	5.00
189d		Truck Mounted or Trailer Mounted Attenuator (TMA) (per unit)	hr.								
189e		Municipal Police Officer (per each)	hr.	\$	5.00	\$	5.00	\$	5.00	\$	5.00
189f		Uniformed Flagger (per each)	hr.	\$	5.00	\$	5.00	\$	5.00	\$	5.00
189g		Percentage off Miscellaneous items not listed above	%		2%		2%		2%		2%

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Planning & Zoning
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10110	51110	Administration	\$ 111,283	\$ 7,036	5,800.00		\$ 12,836
2	10110	51120	Inspection	\$ 282,917	\$ 59,181		(5,800.00)	\$ 53,381
3								\$ -
4								\$ -
5								\$ -
6								\$ -
7								\$ -
8								\$ -
TOTAL						5,800.00	(5,800.00)	

Explanation:

Transfer needed to Administration due to the payout of the previous Planning Director.

Jonathan E. Mullen
Department Head

Kim Allen
Director of Finance

5/4/2023
Date

5/5/23
Date

First Selectman

Date

Commission/Board Approval

Date

05/04/2023 10:42
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

IP 1
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10110 PLANNING & ZONING COMM.						
51110 ADMINISTRATION						
10110 51110 ADMINISTRATION	0.00	111,283.00	104,246.15	0.00	7,036.85	93.7%
51120 INSPECTION						
10110 51120 INSPECTION	0.00	282,917.00	223,735.54	0.00	59,181.46	79.1%
51210 CLERICAL AND TECHNICAL						
10110 51210 CLERICAL AND TECHNICAL	0.00	157,143.00	128,195.57	0.00	28,947.43	81.6%
51810 OVERTIME						
10110 51810 OVERTIME	0.00	6,164.00	1,229.51	0.00	4,934.49	19.9%
51910 FRINGE BENEFITS						
10110 51910 FRINGE BENEFITS	0.00	7,955.00	802.73	0.00	7,152.27	10.1%
51920 F.I.C.A.						
10110 51920 F.I.C.A.	0.00	43,258.00	32,617.53	0.00	10,640.45	75.4%
52010 ADVERTISING						
10110 52010 ADVERTISING	0.00	4,000.00	1,603.92	1,734.74	661.34	83.5%

05/04/2023 10:42
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT



IP 2
glytbdud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDEC	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10110 52020	450.00 POSTAGE	450.00	241.36	0.00	208.64	53.6%
52030 PROFESSIONAL FEES						
10110 52030	20,000.00 PROFESSIONAL FEES	20,000.00	2,767.99	0.00	17,232.01	13.8%
52040 SERVICE CONT AND REPAIRS						
10110 52040	15,781.00 SERVICE CONT. AND REPAIRS	15,781.00	6,654.35	4,051.01	5,075.64	67.8%
52050 DUES CONFER						
10110 52050	3,371.00 DUES, CONFERENCES & EDUCAT	3,371.00	1,928.25	0.00	1,442.75	57.2%
52060 PRINTING						
10110 52060	450.00 PRINTING	450.00	85.40	0.00	364.60	19.0%
52070 REIMBURSABLE EXPENSES						
10110 52070	200.00 REIMBURSABLE EXPENSES	200.00	3.00	0.00	200.00	.0%
53010 OFFICE SUPPLIES						
10110 53010	2,750.00 OFFICE SUPPLIES	2,750.00	1,430.14	0.00	1,319.86	52.0%
53090 FUELS AND LUBRICANTS						
10110 53090	810.00 FUELS AND LUBRICANTS	810.00	650.22	0.00	159.78	80.3%

05/04/2023 10:42
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT



IP 3
lglytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54060 OFFICE EQUIPMENT						
10110 54060	OFFICE EQUIPMENT	1,440.00	0.00	0.00	1,440.00	.0%
	1,440.00					
TOTAL PLANNING & ZONING COMM.	0.00	657,972.00	506,188.63	5,785.75	145,997.57	77.8%
	657,972.00					
TOTAL GENERAL FUND	0.00	657,972.00	506,188.63	5,785.75	145,997.57	77.8%
	657,972.00					
TOTAL EXPENSES	0.00	657,972.00	506,188.63	5,785.75	145,997.57	
	657,972.00					
GRAND TOTAL	0.00	657,972.00	506,188.63	5,785.75	145,997.57	77.8%

** END OF REPORT - Generated by Kimberly Allen **

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TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

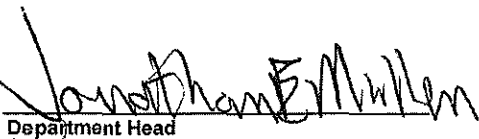
Planning & Zoning

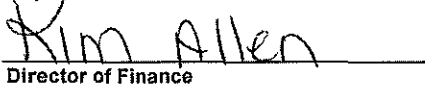
DEPARTMENT

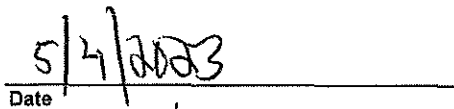
Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10110	51110	Administration	111,283.00	7,036.00	7,400.00		14,436.00
2	10110	52030	Professional Fees	20,000.00	17,232.01		(7,400.00)	9,832.01
3								0.00
4								0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
TOTAL						7,400.00	(7,400.00)	

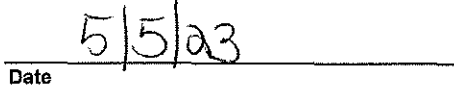
Explanation

Due to the payout of the previous Planning Director, additional funds are needed


Jonathan E. Miller
Department Head


Kim Allen
Director of Finance


5/4/2023
Date


5/5/23
Date

First Selectman

Date

Commission/Board Approval

Date



05/04/2023 10:42
kallen

Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENSED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10110 PLANNING & ZONING COMM.						
51110 ADMINISTRATION						
10110 51110 ADMINISTRATION	0.00	111,283.00	104,246.15	0.00	7,036.85	93.7%
51120 INSPECTION						
10110 51120 INSPECTION	0.00	282,917.00	223,735.54	0.00	59,181.46	79.1%
51210 CLERICAL AND TECHNICAL						
10110 51210 CLERICAL AND TECHNICAL	0.00	157,143.00	128,195.57	0.00	28,947.43	81.6%
51810 OVERTIME						
10110 51810 OVERTIME	0.00	6,164.00	1,229.51	0.00	4,934.49	19.9%
51910 FRINGE BENEFITS						
10110 51910 FRINGE BENEFITS	0.00	7,955.00	802.73	0.00	7,152.27	10.1%
51920 F.I.C.A.						
10110 51920 F.I.C.A.	0.00	43,258.00	32,617.55	0.00	10,640.45	75.4%
52010 ADVERTISING						
10110 52010 ADVERTISING	0.00	4,000.00	1,503.92	1,734.74	661.34	83.5%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10110 52020 POSTAGE	0.00	450.00	241.36	0.00	208.64	53.6%
52030 PROFESSIONAL FEES						
10110 52030 PROFESSIONAL FEES	0.00	20,000.00	2,767.59	0.00	17,232.01	13.8%
52040 SERVICE CONT AND REPAIRS						
10110 52040 SERVICE CONT. AND REPAIRS	0.00	15,781.00	6,554.35	4,051.01	5,075.64	67.8%
52050 DUES CONFER						
10110 52050 DUES, CONFERENCES & EDUCAT	0.00	3,371.00	1,928.25	3.00	1,442.75	57.2%
52060 PRINTING						
10110 52060 PRINTING	0.00	450.00	85.40	3.00	364.60	19.0%
52070 REIMBURSABLE EXPENSES						
10110 52070 REIMBURSABLE EXPENSES	0.00	200.00	0.00	3.00	200.00	.0%
53010 OFFICE SUPPLIES						
10110 53010 OFFICE SUPPLIES	0.00	2,750.00	1,430.14	3.00	1,319.86	52.0%
53090 FUELS AND LUBRICANTS						
10110 53090 FUELS AND LUBRICANTS	0.00	810.00	650.22	0.00	159.78	80.3%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54060 OFFICE EQUIPMENT						
10110 54060	OFFICE EQUIPMENT	0.00	0.00	0.00	1,440.00	.0%
	1,440.00	1,440.00				
	TOTAL PLANNING & ZONING COMM.	0.00	506,188.58	5,785.75	145,997.57	77.8%
	657,972.00	657,972.00				
	TOTAL GENERAL FUND	0.00	506,188.58	5,785.75	145,997.57	77.8%
	657,972.00	657,972.00				
	TOTAL EXPENSES	0.00	506,188.58	5,785.75	145,997.57	
	657,972.00	657,972.00				
	GRAND TOTAL	0.00	506,188.58	5,785.75	145,997.57	77.8%
	657,972.00	657,972.00				

** END OF REPORT - Generated by Kimberly Allen **



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Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

May 10, 2023

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

Re: Additional Appropriation, Fire Marshal Retirement

On behalf of the Waterford Fire Services, I would like to request an additional appropriation in the amount of \$41,042.28 for line 10123-51110 (Administration). The funds are needed for an employee payout that was required per a negotiated contract.”

Director Fire Services

MJH

Michael J. Howley



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Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

May 3, 2023, 2023
First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Cohanzie Generator Replacement Project additional funds request \$5,000, Line # 32323-55900

On behalf of the Waterford Fire Services, I would like to request additional funds for the Cohanzie generator project funded in this year's Capita Line # 32323-55900. The additional \$5,000 request is being requested to complete this project. \$1,000 to add to original estimated cost of \$55,000 total award \$56,000. Remaining \$4,000 to place in contingency for this project. The age (38) year old generator and conditions may expose unseen work and cost.

Director of Fire Services
M. J. H.
Chief, Michael J. Howley

C. C. file



Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

April 22, 2023
First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Cohanzie Generator Replacement Project, Line # 32323-55900

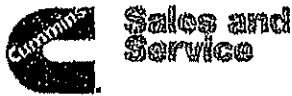
On behalf of the Waterford Fire Services, I would like to recommend moving forward with the Cohanzie emergency generator replacement project funded in this year's Capital. This is a three part request.

1. Bid waiver request for the Emergency generator replacement through the Cooperative Purchasing Agreement (CPA) with Sourcewell or the State of CT contract pricing.
2. I am recommending the contract be awarded to: Cummins Sales and Service and Higgins Electric for the new Cummins Power Generation backup generator. For an install price of \$56,000.
3. I am requesting an additional \$5,000 for the CIP bringing the total amount to \$60,000. \$1,000 to cover the overbid and \$4,000 as contingency.

Cooperative Purchasing Contracts
Sourcewell #092222-CMM Cummins (Higgins Electric) \$56,000
KOHLER Awarded Contract #092222-KOH (Stula Enterprises) \$57,959

Director of Fire Services
M. J. H.
Chief, Michael J. Howley

C. C. file



Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 629-7474
Fax: (860) 529-7041

Date: March 22, 2023

To:
Town of Waterford
Attn: Rawle Dummett

Project: Cohanzle Fire House (Sourcewell #120617-CMM)
Location: Waterford, CT
Proposal No.: Q-64725 REV1.1

Prepared By:
Leonardo Dasilva
201-452-3763
leonardo.dasilva@cummins.com

We are pleased to provide you this quotation based on your inquiry.

SCOPE OF WORK & BILL OF MATERIALS

One (1) new Cummins Power Generation generator model no. C60D6, rated at 60 kW, 208 volts AC, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on diesel fuel. Outdoor application package to include our standard features.

- EPA Tier 3 emission certified engine
- Emergency/Stand-by
- UL 2200 Listed
- NFPA 110, Level 10, Type 1
- Battery charging alternator
- Isochronous electronic governor
- Alternator 60Hz
- Exciter/Regulator: PMG
- PowerCommand 1.1, genset control panel
 - ModBus RTU communications output
 - Relays-genset status, user configured
 - Local emergency "E-Stop" switch

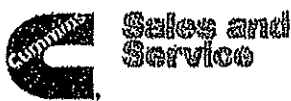
Onan UL 508 listed PowerCommand Control Panel featuring a microprocessor based digital control system with the following:

- | | |
|---|-----------------------------------|
| - Digital display panel | - Digital AC voltage line to line |
| - Cyclic cranking controls, adjustable | - Digital AC current by phase |
| - Self-diagnostics with LED's for self-test | - Digital AC kilowatts |
| - Run-off-auto switch | - Digital AC kilowatt hours |
| - Emergency stop switch | - Digital AC power factor |



- Digital engine oil pressure
- Digital engine coolant temperature
- Digital engine RPM (tachometer)
- Digital DC battery voltage
- Digital engine starts counter
- Digital engine running hours
- Low oil pressure shutdown and pre-alarm
- High engine temperature shutdown and pre-alarm
- Low coolant level shutdown
- Overspeed shutdown
- Fail to crank shutdown
- Overcrank shutdown
- Oil pressure sender failure warning
- Water temperature sender failure warning
- Alternator overcurrent warning
- Low engine temperature warning
- Engine overload warning with load shed
- Low fuel level warning
- Low battery voltage warning
- High battery voltage warning
- Weak battery warning
- Four (4) customer selected shutdowns or warnings
- Mainline circuit breaker:
 - Loc. A, 70A-250A, LSI trip unit, 3-pole, 600V, 100% rated, UL
- Engine mounted radiator and fan
- Structural steel base rails
- Vibration Isolators, skid mounted
- Engine block coolant heater
- Lube oil and 50/50 antifreeze
- Air intake filter
- Engine oil filter
- Diesel fuel/water separator filter
- Flexible fuel lines
- Fluid drain extensions, oil & coolant
- Battery racks and cables
- External 6A battery charger, installed
- Factory test report
- Warranty, 2 years
- Owner's manuals
- Enclosure: Aluminum, skin-tight, weather protective and sound attenuated enclosure system internally mounted critical type exhaust system
 - Critical type exhaust silencer and stainless-steel exhaust flex pipe
 - Sound attenuated to 69.0 dB(A) at 23 feet, full load
 - Access doors with keyed latches

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Rocky Hill, CT 08067
Phone: (860) 529-7474
Fax: (860) 529-7041



- Wind resistance ASCE-7, 180 mph
- Paint color, Onan-green
- Fuel Tank: 48-hour rated, sub-base type diesel fuel tank, 276-gallons capacity
 - UL-142 approved sub-base fuel tank
 - Double wall secondary containment
 - Low/leak alarm floats and switches
 - Fuel gauge, mechanical dial read-out
 - Locking manual fill cap
 - Electrical conduit stub-up area
 - Paint color, black
- Shipped Loose, Generator Items:
 - Engine starting batteries, lead-acid type, 12 volts DC
 - Remote annunciator panel, wall mounted

One (1) new Installation by Higgins Electric for the new Cummins Power Generation, stand-by diesel generator-set, at the Cohanzle Fire House at 53 Dayton Road in Waterford, CT. This includes the following:

Install new Cummins C60D6, 60kW rated, 4BTAA3.3-G7 heavy duty engine, U.S EPA emissions certified diesel compression-ignited, stand-by application generator set with factory weather protective enclosure sound attenuated enclosure. UL-2200 Listing, generator mainline circuit breaker, PMG excitation, block heater and battery charger. Two (2) Year standby warranty.

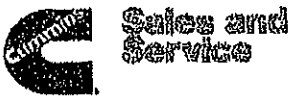
COMPLETE INSTALLATION INCLUDES:

- Saw cut, dig, and pour new pad/extend the existing concrete pad as needed for the new generator.
- Pipe under the under-hang from the generator to the entrance of the building for terminations.
- Remove existing generator from inside the building, including associated equipment, and dispose of.
- Set the new Cummins generator onto the concrete pad with a crane and fasten it
- Provide all AC power conductors back to existing ATS.
- Provide all AC accessories for generator block heater & battery charger.
- Provide all DC control wires for ATS start.
- Perform start-up and site testing.
- Perform final inspections and owner training.
- State permit fee included

Not Included in quote is the following

- Town permit fees are not included. Town to provide/wave
- Any unforeseen items discovered during excavation, such as but not limited to buried pipes, wires, ledge, organic materials, rocks over 24" in any one direction, tanks, etc... will be brought to owner's attention and continued a time and materials basis.

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- Any safety or code related issues that exist currently in existing panels, service equipment and or building. These will be brought to owner's attention and continued a time and materials basis

TOTAL SALE PRICE \$56,000.00
Sales Tax Not Included

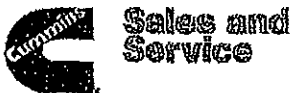
NOTES:

1. Diesel fuel for generator is not included. To be supplied by the owner.
2. Transfer switch is not included. Town to re-use existing.
3. Temporary generator to provide temporary power during building shutdown and cutover is not included. If required, it will be quoted as extra item.

CLARIFICATIONS:

1. The above price will be held firm for 30 days from date of quotation.
2. Terms of Sale apply. Please see details on next page.
3. The quoted price is FREIGHT ALLOWED to first destination, unless otherwise specified. Equipment unloading, storage and rigging are the responsibility of others.
4. Engineering coordination study, short-circuit analysis, circuit breaker testing and independent tests are not included in this proposal and is the responsibility of others.
5. Field tests for Infra-red scanning, NETA, DEMA, exhaust emissions, exhaust back-pressure, harmonic content, voltage & frequency stability, ground fault, noise level are not included with this proposal.

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NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

If you would like to place an Order with Cummins Sales and Service based on the Bill of Material, Quotation Price and Terms of Sale as detailed above, please complete and sign the following and return this Quotation to the attention of your Power Generation Sales contact indicated below. By completing the following information, a confirming Purchase Order will not be required. If you

should send us a confirming Purchase Order, and we incur additional costs for review and/or negotiation of the form, then our actual expense for such review may be added to our Quotation Price.

Company Name: _____

Printed Name: _____

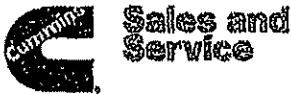
Signature: _____

Date: _____

Quote submitted by,
Leonarda Dasilva

Leonardo Dasilva - Cummins Sales & Service
914 Cromwell Avenue
Rocky Hill, CT 06067
Mobile: (201)452-3763 | Office: (860)721-2234
Email: Leonardo.dasilva@cummins.com

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE: Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS: Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

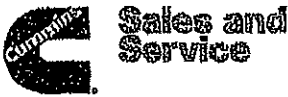
AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE: Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS: Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS: Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 629-7474
Fax: (860) 529-7041



INSPECTION AND ACCEPTANCE: Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT: Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES: Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS: Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION: Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY: Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE: Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

Cummins Sales & Service
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**Sales and
Service**

LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-5E application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY: Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES: Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

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Fax: (860) 629-7041



CUSTOMER REPRESENTATIONS; RELIANCE: Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY: Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION: This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE: Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT: This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY: Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS: Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE: Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be

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Sales and Service

subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

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FINANCE DEPARTMENT

Memo

April 25, 2023

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

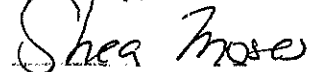
Re: Cooperative Purchasing-Cohanzie Generator Replacement Project

Dear Mr. Brule:

In keeping with Section 3.08.010 of the Purchasing Ordinance- Cooperative Purchasing, the Purchasing Agent on behalf of the Fire Services Department, respectfully seeks the Board's approval to award the contract for the Cohanzie Generator Replacement to **Cummins Sales and Service for \$56,000.00**. This purchase is in accordance with Sourcwell Contract #092222-CMM, Cummins (Higgins Electric).

Funds will be available from Line Item 32323-55900 Cohanzie Emergency Generator

Sincerely,



Shea Moses
Purchasing Agent,
Town of Waterford



Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 529-7474
Fax: (860) 529-7041

Date: March 22, 2023

To:

Town of Waterford
Attn: Rawle Dummett

Project: Cohanzie Fire House (Sourcewell #120617-CMM)
Location: Waterford, CT
Proposal No.: Q-64725 REV1.1

Prepared By:
Leonardo Dasilva
201-452-3763
leonardo.dasilva@cummins.com

We are pleased to provide you this quotation based on your inquiry.

SCOPE OF WORK & BILL OF MATERIALS

One (1) new Cummins Power Generation generator model no. C60D6, rated at 60 kW, 208 volts AC, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on diesel fuel. Outdoor application package to include our standard features.

- EPA Tier 3 emission certified engine
- Emergency/Stand-by
- UL 2200 Listed
- NFPA 110, Level 10, Type 1
- Battery charging alternator
- Isochronous electronic governor
- Alternator 60Hz
- Exciter/Regulator: PMG
- PowerCommand 1.1, genset control panel
 - ModBus RTU communications output
 - Relays-genset status, user configured
 - Local emergency "E-Stop" switch

Onan UL 508 listed PowerCommand Control Panel featuring a microprocessor based digital control system with the following:

- | | |
|---|-----------------------------------|
| — Digital display panel | — Digital AC voltage line to line |
| — Cyclic cranking controls, adjustable | — Digital AC current by phase |
| — Self-diagnostics with LED's for self-test | — Digital AC kilowatts |
| — Run-off-auto switch | — Digital AC kilowatt hours |
| — Emergency stop switch | — Digital AC power factor |



Sales and Service

- Digital engine oil pressure
- Digital engine coolant temperature
- Digital engine RPM (tachometer)
- Digital DC battery voltage
- Digital engine starts counter
- Digital engine running hours
- Low oil pressure shutdown and pre-alarm
- High engine temperature shutdown and pre-alarm
- Low coolant level shutdown
- Overspeed shutdown
- Fail to crank shutdown
- Overcrank shutdown
- Oil pressure sender failure warning
- Water temperature sender failure warning
- Alternator overcurrent warning
- Low engine temperature warning
- Engine overload warning with load shed
- Low fuel level warning
- Low battery voltage warning
- High battery voltage warning
- Weak battery warning
- Four (4) customer selected shutdowns or warnings
- Mainline circuit breaker:
 - Loc. A, 70A-250A, LSI trip unit, 3-pole, 600V, 100% rated, UL
- Engine mounted radiator and fan
- Structural steel base rails
- Vibration isolators, skid mounted
- Engine block coolant heater
- Lube oil and 50/50 antifreeze
- Air intake filter
- Engine oil filter
- Diesel fuel/water separator filter
- Flexible fuel lines
- Fluid drain extensions, oil & coolant
- Battery racks and cables
- External 6A battery charger, installed
- Factory test report
- Warranty, 2 years
- Owner's manuals
- Enclosure: Aluminum, skin-tight, weather protective and sound attenuated enclosure system internally mounted critical type exhaust system
 - Critical type exhaust silencer and stainless-steel exhaust flex pipe
 - Sound attenuated to 69.0 dB(A) at 23 feet, full load
 - Access doors with keyed latches



- Wind resistance ASCE-7, 180 mph
- Paint color, Onan-green
- Fuel Tank: 48-hour rated, sub-base type diesel fuel tank, 276-gallons capacity
 - UL-142 approved sub-base fuel tank
 - Double wall secondary containment
 - Low/leak alarm floats and switches
 - Fuel gauge, mechanical dial read-out
 - Locking manual fill cap
 - Electrical conduit stub-up area
 - Paint color, black
- Shipped Loose, Generator Items:
 - Engine starting batteries, lead-acid type, 12 volts DC
 - Remote annunciator panel, wall mounted

One (1) new Installation by Higgins Electric for the new Cummins Power Generation, stand-by diesel generator-set, at the Cohanzle Fire House at 53 Dayton Road In Waterford, CT. This Includes the following:

Install new Cummins C60D6, 60kW rated, 4BTAA3.3-G7 heavy duty engine, U.S EPA emissions certified diesel compression-ignited, stand-by application generator set with factory weather protective enclosure sound attenuated enclosure. UL-2200 Listing, generator mainline circuit breaker, PMG excitation, block heater and battery charger. Two (2) Year standby warranty.

COMPLETE INSTALLATION INCLUDES:

- Saw cut, dig, and pour new pad/extend the existing concrete pad as needed for the new generator.
- Pipe under the under-hang from the generator to the entrance of the building for terminations.
- Remove existing generator from inside the building, including associated equipment, and dispose of.
- Set the new Cummins generator onto the concrete pad with a crane and fasten it
- Provide all AC power conductors back to existing ATS.
- Provide all AC accessories for generator block heater & battery charger.
- Provide all DC control wires for ATS start.
- Perform start-up and site testing.
- Perform final inspections and owner training.
- State permit fee included

Not included in quote is the following

- Town permit fees are not included. Town to provide/wave
- Any unforeseen items discovered during excavation, such as but not limited to buried pipes, wires, ledge, organic materials, rocks over 24" in any one direction, tanks, etc... will be brought to owner's attention and continued a time and materials basis.

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- Any safety or code related issues that exist currently in existing panels, service equipment and or building. These will be brought to owner's attention and continued a time and materials basis

TOTAL SALE PRICE \$56,000.00
Sales Tax Not Included

NOTES:

1. Diesel fuel for generator is not included. To be supplied by the owner.
2. Transfer switch is not included. Town to re-use existing.
3. Temporary generator to provide temporary power during building shutdown and cutover is not included. If required, it will be quoted as extra item.

CLARIFICATIONS:

1. The above price will be held firm for 30 days from date of quotation.
2. Terms of Sale apply. Please see details on next page.
3. The quoted price is **FREIGHT ALLOWED** to first destination, unless otherwise specified. Equipment unloading, storage and rigging are the responsibility of others.
4. Engineering coordination study, short-circuit analysis, circuit breaker testing and independent tests are not included in this proposal and is the responsibility of others.
5. Field tests for Infra-red scanning, NETA, DEMA, exhaust emissions, exhaust back-pressure, harmonic content, voltage & frequency stability, ground fault, noise level are not included with this proposal.



NOTICE: As a result of the outbreak of the disease Covid-19 arising from the novel coronavirus, temporary delays in delivery, labour or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery obligations are subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labour or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion obligations set forth herein, such dates are subject to change.

If you would like to place an Order with Cummins Sales and Service based on the Bill of Material, Quotation Price and Terms of Sale as detailed above, please complete and sign the following and return this Quotation to the attention of your Power Generation Sales contact indicated below. By completing the following information, a confirming Purchase Order will not be required. If you

should send us a confirming Purchase Order, and we incur additional costs for review and/or negotiation of the form, then our actual expense for such review may be added to our Quotation Price.

Company Name: _____

Printed Name: _____

Signature: _____

Date: _____

Quote submitted by,
Leonardo Dasilva

Leonardo Dasilva - Cummins Sales & Service
914 Cromwell Avenue
Rocky Hill, CT 06067
Mobile: (201)452-3763 | Office: (860)721-2234
Email: Leonardo.dasilva@cummins.com

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**Sales and
Service**

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE: Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS: Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE: Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS: Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS: Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

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Phone: (860) 529-7474
Fax: (860) 529-7041



Sales and Service

INSPECTION AND ACCEPTANCE: Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT: Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES: Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS: Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION: Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY: Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE: Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

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LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SF application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY: Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES: Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
Phone: (860) 529-7474
Fax: (860) 529-7041



CUSTOMER REPRESENTATIONS; RELIANCE: Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY: Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION: This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE: Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT: This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY: Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS: Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement.

No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach.

Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern.

Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE: Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be

Cummins Sales & Service
914 Cromwell Ave
Rocky Hill, CT 06067
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Sales and Service

subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

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Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford CT. 06385

April 22, 2023
First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Cohanzie Generator Replacement Project, Line # 32323-55900

On behalf of the Waterford Fire Services, I would like to recommend moving forward with the Cohanzie emergency generator replacement project funded in this year's Capital. This is a three part request.

1. Bid waiver request for the Emergency generator replacement through the Cooperative Purchasing Agreement (CPA) with Sourcewell or the State of CT contract pricing.
2. I am recommending the contract be awarded to: Cummins Sales and Service and Higgins Electric for the new Cummins Power Generation backup generator. For an install price of \$56,000.
3. I am requesting an additional \$5,000 for the CIP bringing the total amount to \$60,000. \$1,000 to cover the overbid and \$4,000 as contingency.

Cooperative Purchasing Contracts
Sourcewell #092222-CMM Cummins (Higgins Electric) \$56,000
KOHLER Awarded Contract #092222-KOH (Stula Enterprises) \$57,959

Director of Fire Services
M. J. H.
Chief, Michael J. Howley

C. C. file

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TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

FIRE SERVICES

DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10123	52378	Building Maintenance	\$ 84,000	\$ 2,321	2,600.00		\$ 4,921
2	10123	52376	Hydraulic Testing	\$ 3,500	\$ 1,500		(1,000.00)	\$ 500
3	10123	52373	LP Gas	\$ 5,600	\$ 2,504		(1,000.00)	\$ 1,504
4	10123	52372	Insurance	\$ 140,934	\$ 665		(600.00)	\$ 65
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						2,600.00	(2,600.00)	

Explanation:

1-4 This need is due to transferring money out of line item earlier in the year.

email

Department Head

Kim Allen

Director of Finance

First Selectman

Commission/Board Approval

4/27/2023

Date

5/3/2023

Date

Date

Date



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10123 FIRE SERVICES						
51110 ADMINISTRATION						
10123 51110	ADMINISTRATION 0.00	247,202.00	164,131.05	0.00	83,010.95	66.4%
51120 INSPECTION						
10123 51120	INSPECTION 0.00	81,715.00	68,391.12	0.00	13,323.88	83.7%
51210 CLERICAL AND TECHNICAL						
10123 51210	CLERICAL AND TECHNICAL 7,000.00	146,552.00	125,579.90	0.00	20,972.10	86.0%
51240 EDUCATIONAL INCENTIVE						
10123 51240	EDUCATIONAL INCENTIVE 0.00	16,750.00	12,400.00	0.00	4,350.00	74.0%
51410 FIRE FIGHTING						
10123 51410	FIRE FIGHTING 0.00	1,043,458.00	940,545.52	0.00	102,912.48	90.1%
51411 INCENTIVE PROGRAM STIPENDS						
10123 51411	INCENTIVE PROGRAM STIPENDS 0.00	40,000.00	14,021.00	0.00	25,979.00	35.1%
51412 PART TIME FIREFIGHTING						
10123 51412	PART TIME FIREFIGHTING -35,000.00	275,584.00	187,039.87	0.00	88,494.13	67.9%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT



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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH						
10123 51440	DISPATCH 0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY						
10123 51450	EXTRA DUTY 0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10123 51451	EXTRA DUTY REGULAR WAGES 0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10123 51810	OVERTIME 238,250.00	238,250.00	215,822.29	0.00	22,437.71	90.6%
51830 TRAINING & EDUCATION						
10123 51830	TRAINING & EDUCATION 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10123 51920	F.I.C.A. 161,990.00	161,990.00	124,972.11	0.00	37,017.89	77.1%
52010 ADVERTISING						
10123 52010	ADVERTISING 400.00	760.00	0.00	0.00	760.00	.0%
52020 POSTAGE						
10123 52020	POSTAGE 250.00	250.00	149.27	0.00	100.73	59.7%



ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10123 52030	PROFESSIONAL FEES 4,150.00	3,150.00	2,144.41	0.00	1,005.59	68.1%
52040 SERVICE CONT AND REPAIRS						
10123 52040	SERVICE CONT. AND REPAIRS 13,530.00	13,530.00	9,631.73	711.22	3,187.05	76.4%
52050 DUES CONFER						
10123 52050	DUES, CONFERENCES & EDUCAT 36,800.00	48,800.00	44,811.14	2,635.00	1,353.86	97.2%
52060 PRINTING						
10123 52060	PRINTING 50.00	50.00	35.15	0.00	14.85	70.3%
52070 REIMBURSABLE EXPENSES						
10123 52070	REIMBURSABLE EXPENSES 1,500.00	1,140.00	78.75	0.00	1,061.25	6.9%
52080 TELEPHONE						
10123 52080	TELEPHONE 18,500.00	18,500.00	13,779.54	4,252.69	467.77	97.5%
52090 HEATING FUEL						
10123 52090	HEATING FUEL 0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100	ELECTRICITY 0.00	0.00	0.00	0.00	0.00	.0%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52110 WATER						
10123 52110	WATER 0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120	SEWER 0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290	PUBLIC SAFETY AWARENESS 5,000.00	4,950.00	3,463.94	0.00	1,486.06	70.0%
52310 EXAMINATIONS						
10123 52310	EXAMINATIONS 10,000.00	9,000.00	4,394.26	83.74	3,922.00	56.4%
52320 RENTAL OF HYDRANTS						
10123 52320	RENTAL OF HYDRANTS 457,200.00	547,200.00	405,772.32	135,237.44	6,250.24	98.9%
52370 CLOTHING OR UNIFORM ALLOW						
10123 52370	CLOTHING OR UNIFORM ALLOW 19,000.00	19,000.00	18,539.93	453.18	36.89	99.8%
52371 FIRE POLICE						
10123 52371	FIRE POLICE 750.00	750.00	374.36	0.00	435.64	41.9%
52372 INSURANCE						
10123 52372	INSURANCE 140,934.00	139,934.00	139,259.37	0.00	664.63	99.5%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDE	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52373 LP GAS						
10123 52373	LP GAS -1,500.00	4,100.00	1,555.58	0.00	2,504.42	38.9%
52374 CABLE TELEVISION						
10123 52374	CABLE TELEVISION 50.00	7,550.00	7,057.36	1,554.47	-1,061.83	114.1%*
52375 GROUND LADDER TESTING						
10123 52375	GROUND LADDER TESTING -4,000.00	3,800.00	3,534.05	0.00	265.95	93.0%
52376 HYDRAULIC TESTING						
10123 52376	HYDRAULIC TESTING 0.00	3,500.00	0.00	2,000.00	1,500.00	57.1%
52377 BREATHING APPARATUS TESTING						
10123 52377	BREATHING APPARATUS TESTING 5,500.00	14,260.00	14,355.77	2,451.76	-3,147.53	122.1%*
52378 BUILDING MAINTENANCE						
10123 52378	BUILDING MAINTENANCE -3,000.00	84,000.00	54,682.09	23,859.23	5,458.68	93.5%
52379 HOSE TESTING AND REPAIRS						
10123 52379	HOSE TESTING AND REPAIRS -1,000.00	8,825.00	8,402.10	0.00	422.90	95.2%
52387 PUMP TESTING SERVICES						
10123 52387	PUMP TESTING SERVICES 0.00	4,000.00	1,200.00	0.00	2,800.00	30.0%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52392 GENERATOR MAINTENANCE & REPAIR						
10123 52392	GENERATOR MAINTENANCE & REPAIR 5,000.00	14,500.00	6,284.85	1,948.32	6,366.83	56.1%
52396 FF -PROTECTIVE CLOTHING						
10123 52396	FF -PROTECTIVE CLOTHING 0.00	0.00	0.00	0.00	0.00	.0%
53010 OFFICE SUPPLIES						
10123 53010	OFFICE SUPPLIES 0.00	1,500.00	694.09	255.14	549.77	63.3%
53020 OTHER SUPPLIES						
10123 53020	OTHER SUPPLIES -6,500.00	8,500.00	6,384.33	2,889.87	-474.20	105.6%*
53021 CONSUMABLE SUPPLIES						
10123 53021	CONSUMABLE SUPPLIES 900.00	4,900.00	4,399.27	0.00	0.73	100.0%
53070 AUTO REPAIRS						
10123 53070	AUTO REPAIRS 65,000.00	175,000.00	160,555.06	18,500.38	-4,156.44	102.4%*
53090 FUELS AND LUBRICANTS						
10123 53090	FUELS AND LUBRICANTS 14,000.00	43,370.00	34,480.73	247.16	8,642.11	80.1%
53110 COMPUTER SUPPLIES						
10123 53110	COMPUTER SUPPLIES -700.00	800.00	291.42	500.00	108.58	86.4%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53111 FF PROTECTIVE CLOTHING						
10123 53111	FF PROTECTIVE CLOTHING 3,100.00	38,100.00	10,509.76	25,082.24	2,408.00	93.7%
53112 FIREFIGHTING SUPPLIES						
10123 53112	FIREFIGHTING SUPPLIES 1,700.00	10,700.00	7,592.70	3,400.46	-293.16	102.7%*
53113 VOLUNTEER RESPONDER AWARDS						
10123 53113	VOLUNTEER RESPONDER AWARDS 0.00	5,000.00	1,399.00	0.00	3,001.00	40.0%
53114 MEDICAL SUPPLIES						
10123 53114	MEDICAL SUPPLIES 0.00	8,000.00	4,382.03	2,407.90	1,510.07	81.1%
54060 OFFICE EQUIPMENT						
10123 54060	OFFICE EQUIPMENT -900.00	1,100.00	30.46	200.00	89.54	91.9%
54202 EQUIPMENT -FORE INVESTIGATIONS						
10123 54202	EQUIPMENT -FIRE INVESTIGATIONS 0.00	500.00	0.00	0.00	500.00	.0%
54207 SCBA REPLACEMENT BOTTLES						
10123 54207	SCBA REPLACEMENT BOTTLES 0.00	0.00	0.00	0.00	0.00	.0%
54215 THERMAL CAMERAS -OSWEGATCHIE						
10123 54215	THERMAL CAMERAS -OSWEGATCHIE 0.00	0.00	0.00	0.00	0.00	.0%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54216 MULTI-GAS METER						
10123 54216	MULTI-GAS METER 3.00	0.00	0.00	0.00	0.00	.0%
54217 RESCUE SAWS						
10123 54217	RESCUE SAWS 3.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT						
10123 54218	FIREFIGHTER EQUIPMENT 30,000.00	25,000.00	11,454.91	7,783.59	5,761.50	77.0%
54219 EQUIPMENT STORAGE LOCKER						
10123 54219	EQUIPMENT STORAGE LOCKER 3.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS						
10123 54220	RADIO/EMERGENCY LIGHTS 9,000.00	9,000.00	6,203.40	1,462.60	1,334.00	85.2%
54221 SERVICE TRUCK EQUIPMENT						
10123 54221	SERVICE TRUCK EQUIPMENT 3.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT						
10123 54222	RESCUE TRUCK EQUIPMENT 5,500.00	500.00	87.16	0.00	412.84	17.4%
54226 EQUIPMENT						
10123 54226	EQUIPMENT 12,000.00	3,400.00	319.43	0.00	3,080.57	9.4%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54241 TELEPHONE SYSTEM -GOSHEN FIRE						
10123 54241	TELEPHONE SYSTEM -GOSHEN FIRE	0.00	0.00	0.00	0.00	0.0%
	3.00					
TOTAL FIRE SERVICES	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						
TOTAL GENERAL FUND	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						
TOTAL EXPENSES	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	
3,408,420.00						
GRAND TOTAL	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						

** END OF REPORT - Generated by Kimberly Allen **

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

Fire Services
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10123	53070	Apparatus Maintenance	175,000.00	1,844	20,000		21,844
2	10123	51412	Part Time Firefighting	310,584.00	97,822		(20,000)	77,822
								0
TOTAL						20,000	(20,000)	

Explanation

1-3 This transfer is to cover expenses which continues to be due to unexpected apparatus repairs

email
Department Head

Kim Allen
Director of Finance

First Selectman

Commission/Board Approval

4/27/2023
Date

5/3/2023
Date

Date

Date



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10123 FIRE SERVICES						
51110 ADMINISTRATION						
10123 51110	ADMINISTRATION	247,202.00	164,191.05	3.00	83,010.95	66.4%
51120 INSPECTION						
10123 51120	INSPECTION	81,715.00	68,391.12	3.00	13,323.88	83.7%
51210 CLERICAL AND TECHNICAL						
10123 51210	CLERICAL AND TECHNICAL	145,552.00	125,979.90	3.00	20,572.10	86.0%
51240 EDUCATIONAL INCENTIVE						
10123 51240	EDUCATIONAL INCENTIVE	16,750.00	12,400.00	3.00	4,350.00	74.0%
51410 FIRE FIGHTING						
10123 51410	FIRE FIGHTING	1,043,458.00	940,545.52	3.00	102,912.48	90.1%
51411 INCENTIVE PROGRAM STIPENDS						
10123 51411	INCENTIVE PROGRAM STIPENDS	40,000.00	14,321.00	3.00	25,979.00	35.1%
51412 PART TIME FIRE FIGHTING						
10123 51412	PART TIME FIRE FIGHTING	275,584.00	187,389.87	5.00	88,494.13	67.9%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH						
10123 51440	DISPATCH 0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY						
10123 51450	EXTRA DUTY 0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10123 51451	EXTRA DUTY REGULAR WAGES 0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10123 51810	OVERTIME 238,250.00	238,250.00	215,812.29	0.00	22,437.71	90.6%
51830 TRAINING & EDUCATION						
10123 51830	TRAINING & EDUCATION 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10123 51920	F.I.C.A. 161,990.00	161,990.00	124,972.11	0.00	37,017.89	77.1%
52010 ADVERTISING						
10123 52010	ADVERTISING 400.00	760.00	0.00	0.00	760.00	.0%
52020 POSTAGE						
10123 52020	POSTAGE 250.00	250.00	149.27	0.00	100.73	59.7%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10123 52030	PROFESSIONAL FEES 4,150.00	3,150.00	2,144.41	0.00	1,005.59	68.1%
52040 SERVICE CONT AND REPAIRS						
10123 52040	SERVICE CONT. AND REPAIRS 13,530.00	13,530.00	9,631.73	711.22	3,187.05	76.4%
52050 DUES CONFER						
10123 52050	DUES, CONFERENCES & EDUCAT 36,800.00	46,800.00	44,811.14	2,635.00	1,353.86	97.2%
52060 PRINTING						
10123 52060	PRINTING 50.00	50.00	35.15	0.00	14.85	70.3%
52070 REIMBURSABLE EXPENSES						
10123 52070	REIMBURSABLE EXPENSES 1,500.00	1,140.00	78.75	0.00	1,061.25	6.9%
52080 TELEPHONE						
10123 52080	TELEPHONE 18,500.00	18,500.00	13,779.54	4,252.59	467.77	97.5%
52090 HEATING FUEL						
10123 52090	HEATING FUEL 0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100	ELECTRICITY 0.00	0.00	0.00	0.00	0.00	.0%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52110 WATER						
10123 52110	WATER 0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120	SEWER 0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290	PUBLIC SAFETY AWARENESS 5,000.00	4,950.00	3,463.94	0.00	1,486.06	70.0%
52310 EXAMINATIONS						
10123 52310	EXAMINATIONS 10,000.00	9,000.00	4,954.26	83.74	3,922.00	56.4%
52320 RENTAL OF HYDRANTS						
10123 52320	RENTAL OF HYDRANTS 457,200.00	547,200.00	405,772.32	135,237.44	6,250.24	98.9%
52370 CLOTHING OR UNIFORM ALLOW						
10123 52370	CLOTHING OR UNIFORM ALLOW 15,000.00	19,000.00	18,539.93	453.18	36.89	99.8%
52371 FIRE POLICE						
10123 52371	FIRE POLICE 750.00	750.00	374.36	0.00	435.64	41.9%
52372 INSURANCE						
10123 52372	INSURANCE 140,934.00	139,934.00	139,259.37	0.00	664.63	99.5%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52373 LP GAS						
10123 52373	LP GAS -1,500.00	4,100.00	1,535.58	0.00	2,504.42	38.9%
52374 CABLE TELEVISION						
10123 52374	CABLE TELEVISION 50.00	7,550.00	7,057.36	1,554.47	-1,061.83	114.1%*
52375 GROUND LADDER TESTING						
10123 52375	GROUND LADDER TESTING -4,000.00	3,800.00	3,534.05	0.00	265.95	93.0%
52376 HYDRAULIC TESTING						
10123 52376	HYDRAULIC TESTING 0.00	3,500.00	0.00	2,000.00	1,500.00	57.1%
52377 BREATHING APPARATUS TESTING						
10123 52377	BREATHING APPARATUS TESTING 5,500.00	14,260.00	14,955.77	2,451.76	-3,147.53	122.1%*
52378 BUILDING MAINTENANCE						
10123 52378	BUILDING MAINTENANCE -3,000.00	84,000.00	54,632.09	23,859.23	5,458.68	93.5%
52379 HOSE TESTING AND REPAIRS						
10123 52379	HOSE TESTING AND REPAIRS -1,000.00	8,825.00	8,432.10	0.00	422.90	95.2%
52387 PUMP TESTING SERVICES						
10123 52387	PUMP TESTING SERVICES 0.00	4,000.00	1,200.00	0.00	2,800.00	30.0%

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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52392 GENERATOR MAINTENANCE & REPAIR						
10123 52392	GENERATOR MAINTENANCE & REPAIR 9,500.00 5,000.00	14,500.00	6,784.85	1,948.32	6,366.83	56.1%
52396 FF -PROTECTIVE CLOTHING						
10123 52396	FF -PROTECTIVE CLOTHING 0.00	0.00	0.00	0.00	0.00	0%
53010 OFFICE SUPPLIES						
10123 53010	OFFICE SUPPLIES 1,500.00 0.00	1,500.00	694.09	256.14	549.77	63.3%
53020 OTHER SUPPLIES						
10123 53020	OTHER SUPPLIES 15,000.00 -6,500.00	8,500.00	6,084.33	2,889.87	-474.20	105.6%*
53021 CONSUMABLE SUPPLIES						
10123 53021	CONSUMABLE SUPPLIES 4,000.00 900.00	4,900.00	4,899.27	0.00	0.73	100.0%
53070 AUTO REPAIRS						
10123 53070	AUTO REPAIRS 110,000.00 65,000.00	175,000.00	160,656.06	18,500.38	-4,156.44	102.4%*
53090 FUELS AND LUBRICANTS						
10123 53090	FUELS AND LUBRICANTS 29,370.00 14,000.00	43,370.00	34,480.73	247.16	8,642.11	80.1%
53110 COMPUTER SUPPLIES						
10123 53110	COMPUTER SUPPLIES 1,500.00 -700.00	800.00	191.42	500.00	108.58	86.4%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53111 FF PROTECTIVE CLCTEING						
10123 53111	FF PROTECTIVE CLOTHING 3,100.00	38,100.00	10,609.76	25,082.24	2,408.00	93.7%
53112 FIREFIGHTING SUPPLIES						
10123 53112	FIREFIGHTING SUPPLIES 1,700.00	10,700.00	7,592.70	3,400.46	-293.16	102.7%*
53113 VOLUNTEER RESPONDER AWARDS						
10123 53113	VOLUNTEER RESPONDER AWARDS 0.00	5,000.00	1,999.00	0.00	3,001.00	40.0%
53114 MEDICAL SUPPLIES						
10123 53114	MEDICAL SUPPLIES 0.00	8,000.00	4,682.03	2,407.90	1,510.07	81.1%
54060 OFFICE EQUIPMENT						
10123 54060	OFFICE EQUIPMENT -900.00	1,100.00	810.46	200.00	89.54	91.9%
54202 EQUIPMENT -FORE INVESTIGATIONS						
10123 54202	EQUIPMENT -FIRE INVESTIGATIONS 0.00	500.00	0.00	0.00	500.00	.0%
54207 SCBA REPLACEMENT BOTTLES						
10123 54207	SCBA REPLACEMENT BOTTLES 0.00	0.00	0.00	0.00	0.00	.0%
54215 THERMAL CAMERAS -OSWEGATHCIE						
10123 54215	THERMAL CAMERAS -OSWEGATHCIE 0.00	0.00	0.00	0.00	0.00	.0%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54216 MULTI-GAS METER						
10123 54216	MULTI-GAS METER 0.00	0.00	0.00	0.00	0.00	.0%
54217 RESCUE SAWS						
10123 54217	RESCUE SAWS 0.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT						
10123 54218	FIREFIGHTER EQUIPMENT -5,000.00	25,000.00	11,454.92	7,783.59	5,761.50	77.0%
54219 EQUIPMENT STORAGE LOCKER						
10123 54219	EQUIPMENT STORAGE LOCKER 0.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS						
10123 54220	RADIO/EMERGENCY LIGHTS 0.00	3,000.00	6,233.40	1,462.60	1,334.00	85.2%
54221 SERVICE TRUCK EQUIPMENT						
10123 54221	SERVICE TRUCK EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT						
10123 54222	RESCUE TRUCK EQUIPMENT -5,000.00	500.00	37.16	0.00	412.84	17.4%
54226 EQUIPMENT						
10123 54226	EQUIPMENT -8,600.00	3,400.00	319.43	0.00	3,080.57	9.4%



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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

54241 TELEPHONE SYSTEM -GOSHEN FIRE

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54241 TELEPHONE SYSTEM -GOSHEN FIRE						
10123 54241	TELEPHONE SYSTEM -GOSHEN FIRE	0.00	0.00	0.00	0.00	.0%
	0.00					
TOTAL FIRE SERVICES	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						
TOTAL GENERAL FUND	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						
TOTAL EXPENSES	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	
3,408,420.00						
GRAND TOTAL	130,000.00	3,538,420.00	2,844,073.58	237,917.39	456,429.03	87.1%
3,408,420.00						

** END OF REPORT - Generated by Kimberly Allen **

FINANCE DEPARTMENT

Memo

May 12, 2023

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

Re: Bid Waiver- Public Safety Facility Tank Removal:

Dear Mr. Brule:

In keeping with Section 3.08.050 of the Purchasing Ordinance, the Purchasing Department, on behalf the Public Works Department, respectfully seeks a Bid Waiver to Award the work to Service Equipment Station for \$185,000.00, in accordance with the DAS contract 16PSX0111. This bid waiver and award is to resolve the outstanding issues from the State DEEP and will give the ability to accelerate the removal of the UAST located at the Public Safety Facility.

Funds will be available from Line Item 31123-55905 UST Replacement (Library & Public Safety).

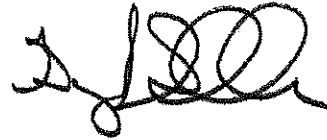
Sincerely,

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUMTOWN OF WATERFORD

To: Brandishea Moses, Purchasing Agent
From: Gary J. Schneider, Director of Public Works
Date: May 12, 2023
Re: Waiver of Bids



The Department has used cooperative purchasing to accomplish several of our projects. These services are either bid by the State of Connecticut, Department of Administrative Services or the Capital Region of Governments and include detailed performance (both material and labor) standards and are only awarded after they have been vetted for insurance, OSHA, CHRO and other statutory requirements. These agencies allow other municipalities to piggyback on their pricing.

The Town has received a Notice of Violation (NOV) from the State DEEP for the underground tanks at both the Police Department and the Public Safety Buildings for failure to comply with State & Federal regulations. The Police tank removal project has already been awarded and should be removed shortly. The Public Safety tank is currently out to bid, with bids due June 1, 2023. Town officials have had multiple meetings with the State to resolve the issues, and they have agreed to an action plan.

In order to resolve the outstanding issues, we must accelerate the removal of the UST at the Public Safety Facility. The Department is requesting a waiver of bids for the Public Safety Facility Tank Removals, and award the work to Service Station Equipment under the State contract. This is the company that won the bid for the tank at the Police Department.

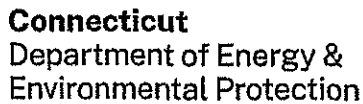
DAS:

#16PSX0111

Maintenance & repair of Underground and above ground fuel tanks
Expires – August 31, 2023

Service Station can do this work for \$185,000.00, which includes prevailing wages and performance bonds as required. Funds are available for this through line item 31123-55905.

Public Works respectfully requests to be on the agenda for the May 16, 2023 agenda of the Board of Selectman.



COMPLIANCE PLAN AND SCHEDULE

- Pursuant to C.G.S §22a-449(g), an agent of the Commissioner of Energy and Environmental Protection has placed notices and disabling devices on the UST systems. Both UST systems are connected to emergency power generating equipment. [Applies to: Tank D4 (Containing Heating Fuel with a capacity of 2,500 gallons), Tank F6 (Containing Heating Fuel with a capacity of 6,000 gallons)].
- The UST system's components have not been permanently closed, through removal or proper in place abandonment, prior to the last day of its life expectancy, which was December 31, 2021, an agent of the Commissioner of Energy and Environmental Protection has placed notices and disabling devices on the UST system. RCSA §22a-449(d)-110(c). [Applies to: Tank D4 (Containing Heating Fuel with a capacity of 2,500 gallons)].
- The owner/operator shall provide evidence to DEEP that financial responsibility requirements are being met and maintain requisite records at the UST site or at the owner/operator's place of business before the disabling devices can be removed by DEEP. If financial responsibility requirements have not been met, owner/operator shall obtain a compliant mechanism for meeting the financial responsibility requirements and provide evidence of such mechanism to DEEP before the disabling devices can be removed by DEEP.
- The UST systems shall be permanently closed in compliance with RCSA §22a-449(d)-107, which includes submission to DEEP of the requisite electronic form announcing said UST systems' closure thirty (30) days prior to removal date. (May 27, 2023) <https://portal.ct.gov/DEEP/Underground-Storage-Tanks/Underground-Storage-Tanks>

- If contamination is found, cleanup shall be performed as specified in RCSA §22a-449(d)-106 to the satisfaction of the Commissioner and in compliance with the Remediation Standard Regulations. A report of any contamination must be made pursuant to the Release Reporting Regulations.
- The owner/operator may not receive any additional loads of fuel to the UST systems.
- The owner/operator shall obtain two temporary generators for the site by **May 17, 2023**.
- The UST systems cannot be operated under any circumstances beyond close of business on **May 26, 2023**, and must be emptied to less than one inch of liquid and residual fuel. The owner/operator shall notify DEEP when the contents have been drawn down and the UST systems will not be put back into service.
- Upon the UST systems being temporarily closed (emptied to less than one inch), the owner/operator shall update Ez-File with the requisite forms, notifications and applicable fees within 30 days (**June 26, 2023**) following temporary closure.
- The owner/operator shall provide evidence to DEEP of a signed contract for the permanent closure of the UST systems by **June 26, 2023**.
- The owner/operator shall provide evidence to DEEP that the UST systems have been permanently closed by **June 26, 2023**.
- The owner/operator shall submit the requisite Ez-File notification update within 30 days following permanent closure of the UST systems and pay any applicable UST related fees with that submission.

Notice of Violation

- The owner/operator shall submit the compliance statement to the DEEP as indicated by the directions attached to the Notice of Violation.

Nothing in this Compliance Plan shall relieve the owner/operator of any obligations under applicable law or regulations. If the owner/operator is out of compliance with any provision of this Plan, the DEEP reserves the right to revoke this Plan and bring the appropriate enforcement action as stipulated in the Notice of Disabled Systems and Notice of Violation. If the owner/operator is out of compliance with any provision of this Plan the DEEP further reserves the right to pursue any remedies, including penalties, available by law.

*Service
Station
Equipment, Inc. **



*Petroleum Contractors Since 1984
Web Site: SSE-INC.Net
Members of NFPA, PEI, CBIA, ICPA
Veeder Root/ Gilbarco ASC*

1-800-801-TANK

Town of Waterford
Rope Ferry Rd
Waterford Ct

May 9, 2023

Attn: Paul Koelle

RE: public safety tank replacement

Service Station Equipment Inc is pleased to provide a quote to perform a tank removal and replacement at the Waterford Public safety building on Avery Lane in Waterford Ct. The estimate is based on scope of work per plans by RZ Design Associates Inc dated 1/30/23.
Lead times on parts and equipment is approximately 8-10 weeks
Includes prevailing wages and performance bond
Total estimated project cost is \$185,000.00

If you have any questions please feel free to contact me at any time

Respectfully
Amy Maguire
project manager
Service Station Equipment



NOTICE OF DISABLED UST SYSTEMS

Pursuant to Section 22a-449 (g) of the Connecticut General Statutes, an agent of the Commissioner of Energy &

DATE:
5/1/2023

INSPECTOR(S):
Mike Cosker

Environmental Protection has placed a notice and a disabling device on the underground storage tank (UST) systems located at the following address. As owner and/or operator of these disabled UST systems, you are hereby given notice of an opportunity for a hearing limited to whether the violation precipitating these actions by the Commissioner occurred and whether the alleged violations are continuing. A hearing date and time have been scheduled in advance as shown below. Please notify the contact below if you do not wish to have a hearing to dispute the alleged violations which prompted the disabling device. If you do not notify the contact and do not attend the hearing, you will be deemed to have waived your right to a hearing and the provisions of Section 22a-449(g)(1) are

immediately enforceable against you.

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact Mike.Cosker@ct.gov if you are seeking a communication aid or service, have limited proficiency in English, or require some other accommodation. If you wish to file an ADA or Title VI discrimination complaint, you may submit your complaint to deep.accommodations@ct.gov. In order to facilitate efforts to provide an accommodation, please request all accommodations as soon as possible following notice of any agency hearing, meeting, program or event.

Pursuant to Section 22a-449(g)(1), the contents of every disabled UST system described below shall be pumped out; said systems may not be used and cannot accept deliveries. No persons or municipality shall remove, alter, deface, or in any way tamper with any notice or disabling device. No person shall make deliveries to any nonresidential UST system bearing such notice on any system on which the Commissioner of the Department of Energy and Environmental Protection has installed a disabling device.

UST FACILITY	WATERFORD POLICE DEPT.
SITE ID	152-11080
GASOLINE DISTRIBUTOR	East River Energy
DISTRIBUTOR CONTACT INFO	203.453.1200
HEARING DATE	5/3/2023
HEARING TIME	1:30 PM
HEARING LOCATION	CTDEP 79 Elm St. 3rd Floor, Hartford CT 06106 Room:Zoom

For further information on this matter or to discuss further, please contact Philip Wilde (CT DEEP) at (860) 424-3339 or Philip.Wilde@ct.gov



Violation(s)

Regulation: CT state regulation 109(r)

Violation Reason: UST owners or operators have failed to demonstrate that financial responsibility requirements are being met.

Required Action: *Provide evidence that financial responsibility requirements are being met, and maintain requisite records at the UST site or at the owner's or operator's place of business. If financial responsibility requirements have not been met, owners or operators must obtain a compliant mechanism for meeting the financial responsibility requirements.*

Regulation: CT state regulation 110(c)

Violation Reason: UST system components have not been permanently closed, through removal or proper in-place abandonment, prior to the last day of their thirty (30) year life expectancy.

Required Action: *Remove or properly abandon in-place UST system components which have exceeded their thirty (30) year life expectancies, and perform the requisite environmental assessment, as specified in section 22a-449(d)-107.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Regulation: CT state regulation 102(a)(5)(A)(ii)

Violation Reason: The division inspector has identified that an overfill device was not installed on this system.

Required Action: *Please install an overfill device at the 90% alert and 95% shut off level. Please have all A/B/C Operators re-trained and re-certified within 30 days.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Regulation: CT state regulation 102(a)(9)

Violation Reason: Metallic piping in the STP sump is in contact with the ground and/or the ground water or surface run off water and is therefore subject to corrosion.

Required Action: *Remove soil and/or water from the STP sump so that metallic piping is not in contact with the ground or the water.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(a)(1)(A)

Violation Reason: The UST system owner or operator has failed to perform compliant release detection on UST system components (tank and/or integral piping).

Required Action: *Compliant release detection on UST systems must be performed as specified in the Underground Storage Tank Regulations. Please have all A/B/C Operators re-trained and re-certified within 30 days.*



Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(c)(1)

Violation Reason: There was no release detection provided for tanks.

Required Action: Please provide installation records and the required release detection records. Please have all A/B/C Operators re-trained and re-certified within 30 days.

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

RED TAG #	LOCATION	METER READING
624	Tank #D4	600
622	Tank #F6	3800

Person filling out this form: **Mike Cosker**

(To be delivered prior to lock out notice)

Date and Time the respondent received the UST Disabled System notice/form?

Time 3:12 PM 5/1/2023
HH:MM AM/PM (Date: mm/dd/yyyy)

To whom form was given:

Copy sent to Waterford DEP

**TOWN OF
WATERFORD**

(Print Name)

(Signature)

5/1/2023

(Date: mm/dd/yyyy)



WARNING LETTER

WARNING # **WLUST-MC223-0029** - Site # **152-11080**

TOWN OF WATERFORD
15 ROPE FERRY RD
WATERFORD, CT 06385-2806

Subject: Underground Storage Tank Violation(s)

The purpose of this Notice is to inform you that personnel of the Department of Energy and Environmental Protection ("DEEP") have made observations or otherwise obtained information indicating that a violation of law has occurred at the property located at 200 BOSTON POST RD, WATERFORD, CT 06385-2819. On 5/1/2023, the DEEP, Bureau of Materials Management and Compliance Assurance, Storage Tank and PCB Enforcement Unit conducted an inspection. Based upon that inspection, it appears that you have failed to comply with Sections 22a-449(d) 101-113 of the Regulations of Connecticut State Agencies. Specifically:

Regulation: CT state regulation 102(b)(11)

Violation Reason: The owner or operator has failed to notify the Commissioner within thirty (30) days of changes in UST notification information.

Required Action: The owner or operator must provide updated UST notification information to the Commissioner through EZ File.

The violation(s) described above identify non-compliance with state and/or federal regulations. Since the on-site inspector has issued a warning letter you need not send in proof of compliance, but it is your responsibility to regain and stay in compliance with these regulations.

A. Other violations may exist; legal obligations. This Notice does not necessarily specify all violations of Connecticut environmental law or violations of any other legal requirements, which may exist at the aforementioned property. This Notice does not preclude the DEEP or other state, local or federal agencies from commencing any enforcement action regarding any such violations. Your facility may be inspected again pursuant to law and without additional prior notice to determine compliance with state and any applicable federal law. It is your responsibility to comply with all legal requirements, whether or not the DEEP notifies you of any violations or takes any enforcement action against you. Nothing in this Notice relieves you of other obligations under applicable federal, state and local law.

B. No assurance by Commissioner. No provision of this Notice and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that

actions you may take to address the violation alleged herein will result in compliance.

C. DEEP contact. Should you have any questions regarding the above, please contact the UST NOV Compliance Office via telephone at (860) 424-3886, via FAX at (860) 424-4061, or via email at deep.ustnov@ct.gov. Please reference "Warning # **WLUST-MC223-0029**" in all correspondence.

For DEEP:

For Respondent:

Copy to Waterford DEP

Signature of staff issuing warning
letter

Signature

5/1/2023

Date

TOWN OF WATERFORD

Name (Please Print)

Facility Owner

Title

5/1/2023

Date



UST Compliance Inspection Checklist
Connecticut Department of Energy and Environmental Protection
Storage Tank and PCB Enforcement Unit
79 Elm Street, Hartford, CT 06106
860-424-3374

GENERAL:

Inspection Date: 5/1/2023

Site ID:	152-11080	Inspector	Mike Cosker
Site Name	WATERFORD POLICE DEPT.	Reason	Compliance
Site Address	200 BOSTON POST RD WATERFORD, CT 06385-2819	Inspection Type	Full Inspection

Contacts

Contact Type	Contact Information
Class B Operator Expires: 3/3/2023	Roque Diaz, 15 Rope Ferry Rd Waterford, CT 06385, Phone: (860) 444-5864-
Class A Operator Expires: 3/3/2023	DANIEL MATHESON, 15 Rope Ferry Rd Waterford, CT 06385, Phone: (860) 444-5864-, Email: DMATHESON@WATERFORDCT.ORG
Primary Contact	DANIEL MATHESON, 15 Rope Ferry Rd Waterford, CT 06385, Phone: (860) 444-5864-, Email: DMATHESON@WATERFORDCT.ORG
Billing Contact	TOWN OF WATERFORD, 15 ROPE FERRY RD WATERFORD, CT 06385, Phone: (203) 444-5864-, Email: dmatheson@waterfordct.org
Owner	TOWN OF WATERFORD, 15 ROPE FERRY RD WATERFORD, CT 06385, Phone: (203) 444-5864-, Email: dmatheson@waterfordct.org
Operator	TOWN OF WATERFORD, 15 ROPE FERRY RD WATERFORD, CT 06385, Phone: (203) 444-5864-, Email: dmatheson@waterfordct.org
Property Owner	TOWN OF WATERFORD, 15 ROPE FERRY RD WATERFORD, CT 06385, Phone: (860) 444-5864-, Email: KZAWACKI@WATERFORDCT.ORG
Registrant	TOWN OF WATERFORD, 15 ROPE FERRY RD WATERFORD, CT 06385, Phone: (203) 444-5864-, Email: dmatheson@waterfordct.org

Tank ID: G7 - Temporarily Closed (550 gallons) – Installed: 6/25/1991			
Construction	Fiberglass Reinforced Plastic	Life Expectancy	30 years
Construction Notes		Tank Options	Double Walled
Corrosion Protection Type: Not Required			
Impressed Current System		Structure to soil voltage	

Compartment: a - Used Oil (550 gallons)			
Spill Prevention	Spill Containment	Overfill Prevention	Ball Float Device
Product Notes		Spill Prevention Note	
Release Detection	No release detection required		
Piping – Installed: 6/25/1991			
Construction	No Piping Associated with Tank or Aboveground Only	Corrosion Protection Type	Not Required
Construction Notes		Piping Options	Containment Sumps @ Tanks, Double Walled, Metallic fittings isolated from soil and water
Piping Release Detection			
Pump Type		Line Leak Detector	
Primary Method			
Tank ID: F6 - Currently In Use (6000 gallons) – Installed: 4/1/1994			
Construction	Fiberglass Reinforced Plastic	Life Expectancy	30 years
Construction Notes		Tank Options	Double Walled
Corrosion Protection Type: Not Required			
Impressed Current System		Structure to soil voltage	
Compartment: a - Heating Oil(on-site consumption) (6000 gallons)			
Spill Prevention	Spill Containment	Overfill Prevention	Flapper Device
Product Notes		Spill Prevention Note	
Release Detection	Continuous (Electronic) Interstitial Monitoring		
Piping – Installed: 4/1/1994			
Construction	Copper	Corrosion Protection Type	Not Required
Construction Notes		Piping Options	Double Walled, Containment Sumps @ Tanks, Metallic fittings isolated from soil and water
Piping Release Detection			
Pump Type	Safe Suction (Only Check Valve is at Dispenser)	Line Leak Detector	
Primary Method	No Release Detection Required		
Tank ID: D4 - Currently In Use (2500 gallons) – Installed: 12/1/1991			
Construction	Fiberglass Reinforced Plastic	Life Expectancy	30 years
Construction Notes		Tank Options	Double Walled
Corrosion Protection Type: Not Required			
Impressed Current System		Structure to soil	

		voltage	
Compartment: a - Heating Oil(on-site consumption) (2500 gallons)			
Spill Prevention	Spill Containment	Overfill Prevention	Flapper Device
Product Notes		Spill Prevention Note	
Release Detection	No release detection required		
Piping -- Installed: 12/1/1991			
Construction	Other (Specify)	Corrosion Protection Type	Not Required
Construction Notes		Piping Options	Containment Sumps @ Tanks, Metallic fittings isolated from soil and water, Unknown
Piping Release Detection			
Pump Type	Safe Suction (Only Check Valve is at Dispenser)	Line Leak Detector	
Primary Method	No Release Detection Required		

Narrative Comments

5/1/23 Gary Schneider, gschneider@waterfordct.org 8604445864 DPW's Director & Paul Koelle, pkoelle@waterfordct.org 860.772.4389 Facilities Supervisor, are onsite.[dmatheson@waterfordct.org 860.912.9670. is the A/B Optr.]

The 550 g w/o ust has been removed from the ground. Please upload the closure data (soil sampling analysis) via EZFILE. While there, please, 'Permanently Close' your ust(s) by checking the appropriate boxes. End of life expectancy [tank tightness] failure determination testing, are due the final two years on the h/o ust(s). The 2500 g h/o ust is a dual use emerg. gen. ust and therefore Federally regulated. The ATG is not functioning, no release detection or reconciliation is being performed. There is no end of life failure determination testing onsite. No A.B certificate or NOFR onsite. (No monthly inspections) The tank is in use beyond its life expectancy and has no legal over-fill in use. Registration needs updating including state versus federal regulated tanks. Both registered H/O ust's are Federally regulated, fueling emergency generators in two separate buildings. [Emergency Operations Center/PD] The NOFR onsite does not show either the 2500 g fed. reg. ust or the 6k g ust on the schedule. It is unclear if coverage will be provided if there was a release.

Potential Violations

Regulation: CT state regulation 109(r)

Violation Reason: UST owners or operators have failed to demonstrate that financial responsibility requirements are being met.

Required Action: Provide evidence that financial responsibility requirements are being met, and maintain requisite records at the UST site or at the owner's or operator's place of business. If financial responsibility requirements have not been met, owners or operators must obtain a compliant mechanism for meeting the financial responsibility requirements.

Regulation: CT state regulation 102(b)(11)

Violation Reason: The owner or operator has failed to notify the Commissioner within thirty (30) days of changes in UST notification information.

Required Action: *The owner or operator must provide updated UST notification information to the Commissioner through EZ File.*

Regulation: CT state regulation 110(c)

Violation Reason: UST system components have not been permanently closed, through removal or proper in-place abandonment, prior to the last day of their thirty (30) year life expectancy.

Required Action: *Remove or properly abandon in-place UST system components which have exceeded their thirty (30) year life expectancies, and perform the requisite environmental assessment, as specified in section 22a-449(d)-107.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Regulation: CT state regulation 102(a)(5)(A)(ii)

Violation Reason: The division inspector has identified that an overfill device was not installed on this system.

Required Action: *Please install an overfill device at the 90% alert and 95% shut off level. Please have all A/B/C Operators re-trained and re-certified within 30 days.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Regulation: CT state regulation 104(c)(2)(B)

Violation Reason: Suction piping without continuous monitoring with a check valve at the tank is required to be tightness tested every three years. Safe suction piping is required to be tested annually the last three (3) years of its life expectancy.

Required Action: *Please provide suction piping tightness test results*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 103(a)(4)

Violation Reason: Failed to conduct requisite testing of spill buckets according to initial and 3-year schedule.

Required Action: *Conduct requisite testing on spill buckets in accordance with manufacturer specifications or nationally recognized codes of practice.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 102(a)(9)

Violation Reason: Metallic piping in the STP sump is in contact with the ground and/or the ground water or surface run off water and is therefore subject to corrosion.

Required Action: *Remove soil and/or water from the STP sump so that metallic piping is not in contact with the ground or the water.*

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(a)(1)(A)

Violation Reason: The UST system owner or operator has failed to perform compliant release detection on UST system components (tank and/or integral piping).

Required Action: Compliant release detection on UST systems must be performed as specified in the Underground Storage Tank Regulations. Please have all A/B/C Operators re-trained and re-certified within 30 days.

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(c)(1)

Violation Reason: There was no release detection provided for tanks.

Required Action: Please provide installation records and the required release detection records. Please have all A/B/C Operators re-trained and re-certified within 30 days.

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 102(a)(3)(B)

Violation Reason: Fittings were not cathodically protected.

Required Action: Please, provide documentation that fittings are isolated from soils or permanently closed piping system.

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(c)(1)

Violation Reason: Monthly records of interstitial monitoring records were not available.

Required Action: Please provide monthly records of interstitial monitoring records.

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 107(b)(1)

Violation Reason: Failure to notify the implementing agency at least 30 days prior to beginning permanent closure of UST system components.

Required Action: Provide notification to the implementing as soon as practicable.

Applies To: TANK G7 (Containing Used Oil with Capacity of 550 gallons)

Inspector Signature

Copy to Waterford, E.D.E.P.

Recipient Signature

TOWN OF WATERFORD

Recipient Printed Name

Facility Owner

Position/Title



NOTICE OF VIOLATION

NOV # NOVUST-MC223-0070 - Site # 152-11080

**TOWN OF WATERFORD
15 ROPE FERRY RD
WATERFORD, CT 06385-2806**

The purpose of this Notice is to inform you that personnel of the Department of Energy and Environmental Protection ("DEEP") have made observations or otherwise obtained information indicating that a violation of law has occurred at the property located at 200 BOSTON POST RD, WATERFORD, CT 06385-2819. On 5/1/2023, the DEEP, Bureau of Materials Management and Compliance Assurance, Storage Tank and PCB Enforcement Unit conducted an inspection. Based upon that inspection, it appears that you have failed to comply with Sections 22a-449(d) 101-113 of the Regulations of Connecticut State Agencies. Specifically:

Regulation: CT state regulation 104(c)(2)(B)

Violation Reason: Suction piping without continuous monitoring with a check valve at the tank is required to be tightness tested every three years. Safe suction piping is required to be tested annually the last three (3) years of its life expectancy.

Required Action: Please provide suction piping tightness test results

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 103(a)(4)

Violation Reason: Failed to conduct requisite testing of spill buckets according to initial and 3-year schedule.

Required Action: Conduct requisite testing on spill buckets in accordance with manufacturer specifications or nationally recognized codes of practice.

Applies To: TANK D4 (Containing Heating Oil(on-site consumption) with Capacity of 2500 gallons)

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 104(c)(1)

Violation Reason: Monthly records of interstitial monitoring records were not available.

Required Action: Please provide monthly records of interstitial monitoring records.

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of



6000 gallons)

Regulation: CT state regulation 102(a)(3)(B)

Violation Reason: Fittings were not cathodically protected.

Required Action: Please, provide documentation that fittings are isolated from soils or permanently closed piping system.

Applies To: TANK F6 (Containing Heating Oil(on-site consumption) with Capacity of 6000 gallons)

Regulation: CT state regulation 107(b)(1)

Violation Reason: Failure to notify the implementing agency at least 30 days prior to beginning permanent closure of UST system components.

Required Action: Provide notification to the implementing as soon as practicable.

Applies To: TANK G7 (Containing Used Oil with Capacity of 550 gallons)

When you have corrected the violation(s) alleged in this Notice, you should submit in writing the details of the corrective action(s). The submittal should be made within thirty (30) days on the enclosed Compliance Statement, and *sent to the UST NOV Compliance Office*. Until the DEEP has received such a statement, the DEEP will presume you remain in violation. If the violation(s) cannot be corrected within thirty (30) days, provide a schedule of compliance (that includes a timetable) on the enclosed Compliance Statement within thirty (30) days describing the actions you will take to correct the violation(s). Your actions in response to this Notice, including submission of the attached Compliance Statement, may affect the DEEP's decision whether or not to take formal enforcement action.

The Compliance Statement should include, but not necessarily be limited to (1) initial analytical results for samples taken from the site; (2) analytical results for samples showing that contamination at the site has been corrected; (3) analytical results evaluating the migration or lack thereof of contamination at the site, (4) documentation confirming that the alleged violations have been remedied, and (5) measures taken to prevent future such violations at this site or other sites or (6) a schedule for providing (1) through (5).

A. Other violations may exist; legal obligations. This Notice does not necessarily specify all violations of Connecticut environmental law or violations of any other legal requirements, which may exist at the aforementioned property. This Notice does not preclude the DEEP or other state, local or federal agencies from commencing any enforcement action regarding any such violations. Your facility may be inspected again pursuant to law and without additional prior notice to determine compliance with state and any applicable federal law. It is your responsibility to comply with all legal requirements, whether or not the DEEP notifies you of any violations or takes any enforcement action against you. Nothing in this Notice relieves you of other obligations under applicable federal, state and local law.

B. Enforcement action. Civil penalties of up to \$25,000 may be assessed for each day of



Connecticut
Department of Energy &
Environmental Protection

portal.ct.gov/DEEP

each violation under Sections 22a-131 and 22a-438 of the Connecticut General Statutes. Notwithstanding the issuance of this Notice, the DEEP may seek such penalties and may issue an order, seek an injunction, or take other legal action under Chapters 439, 445 and 446 of the Connecticut General Statutes.

C. No assurance by Commissioner. No provision of this Notice and no action or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that actions you may take to address the violation alleged herein will result in compliance.

D. DEEP contact. Should you have any questions regarding the above, please contact the UST NOV Compliance Office via telephone at (860) 424-3886, via FAX at (860) 424-4061, or via email at deep.ustnov@ct.gov.

For DEEP:

For Respondent:

Copy to Waterford D.E.E.P.

Signature of staff issuing NOV

Signature

5/1/2023

Date

TOWN OF WATERFORD

Name (Please Print)

Facility Owner

Title

5/1/2023

Date



COMPLIANCE STATEMENT

This Compliance Statement shall be signed by: (I) You (if an individual-the individual signs); (if a corporation or partnership-by a responsible corporate officer/general partner or a duly authorized representative of such person, as those terms are defined in Section 22a-430-3(b)(2) of the Regulations of Connecticut State Agencies); or (if a municipality-chief elected official or principal executive officer) and (II) if different, by the individual responsible for actually preparing such statement, each of whom shall read and sign the certification regarding false statements on the Compliance Statement.

Within fifteen days of the date you become aware of a change in any information in the Compliance Statement, or that any information was inaccurate or misleading or that any relevant information was omitted, submit the correct or omitted information to the UST NOV Compliance Office as indicated in the Notice of Violations.

Notice of Violation No. **NOVUST-MC223-0070**
Facility Name: **WATERFORD POLICE DEPT.**
(Site)Address: **200 BOSTON POST RD**
WATERFORD, CT 06385-2819

In accordance with the directions in the above-referenced Notice of Violation, I certify that the noted violations have been corrected in the following manner:

Attach additional sheet(s) as needed
(Enclose supporting documentation demonstrating compliance)

Certification of Accuracy

I certify that the information in this Compliance Statement and any attachments thereto are true, accurate and complete, and I understand that any false statement may be punishable as a criminal offense under Connecticut General Statutes Section 22a-6 and 53a-157.

Date

Signature

Telephone

Name and Title

Address

Date

Preparers Signature, if different than the above

Telephone

Name and Title

Address



ADVICE TO RECIPIENTS OF NOTICES OF VIOLATION*

Read the Notice of Violation: It tells you:

- ! what activity you have conducted or what condition on your property is causing or may result in damage to the environment;
- ! the environmental laws you are not complying with;
- ! in some cases, what action you need to take to address the environmental problem;
- ! how quickly DEEP expects you to take action; and
- ! who to contact if you have a question or problem.

Do Not Cause Additional Problems: Make sure that you do not engage in activity that might result in further environmental harm.

Follow the Deadlines: If you can't meet the deadlines provided in the Notice of Violation, call the contact person. Explain why you can't meet the deadline. Staff will explore with you the feasibility of alternate deadlines.

Cooperate with DEEP: Generally, DEEP's first attempt to resolve the types of violations alleged in this case is through the issuance of a Notice of Violation. If you disregard this notice, it will be assumed you do not wish to cooperate and you should expect that DEEP will take more formal enforcement action. This can include issuing an administrative order, and/or filing suit to obtain an injunction and penalties as provided by law. The most important thing to remember is to call DEEP if you have any questions.

Call if you don't Understand: DEEP staff name and telephone number are given at the end of the Notice of Violation. Staff are there to try to answer your questions and work with you to resolve the environmental compliance issue. In some cases you may need to obtain the services of a professional consultant to plan and implement effective corrective measures. DEEP staff can discuss with you the kind of professional help you may need to address the alleged violation cited in the notice.

* The Notice of Violation does not necessarily specify all environmental violations which may exist at your property regulated by the Department. Nothing in the Notice relieves you of other obligations under applicable federal, state and local law.

FINANCE DEPARTMENT

Memo

May 10, 2023

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

Re: Bid Reject – Bid#23-113 Town Hall Toilet Rooms Upgrades

Dear Mr. Brule:

Proposals for the above mentioned bid were opened on February 1, 2023 by Paul Koelle and Rawle Dummett. After careful review of proposals, it was determined that Adform Interiors is the lowest qualified bidder able to complete this project. Adform Interiors was awarded the contract on April 18, 2023, and the contract was sent on April 19, 2023. Due to unforeseen circumstances and higher pricing from Adform Interiors's subcontractors, the Town Attorney Eric Callahan was asked to review the contract and the contractor. Based on the review and documentation, it is my recommendation as the Purchasing Agent to respectfully seek the Board's approval to reject all bids and place this project back out o bid.

Sincerely

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Brandishea Moses, Purchasing Agent
From: Gary J. Schneider, Director of Public Works
Date: May 9, 2023
Re: Rejection of Bids



The Town opened bids on February 1, 2023. Adform was the low bidder at \$347,000. There were insufficient funds authorized to award the project to this lowest bidder. The Department requested a supplemental appropriation that was approved by the RTM on April 4, 2023. The Town's Purchasing Agent notified Adform by mail on April 19, 2023 (76 days after bid opening, bids needed to be held 90 days) that the Board of Selectman voted "to award the contract" to it, and directed Adform to forward a contract for review and signature by the Town. Adform contacted the Purchasing Agent and said that it would need to negotiate a higher contract price than the bid amount. On May 4, the Town's architect emailed the Purchasing Agent advising that Adform had contacted them to request a meeting before they sign a contract.

The Town Attorney was asked to review the potential contractor's requests and the potential contract award. The review found inconsistent language in the documents associated with the bid documents as to the time period for which bids are to be held and other town liabilities if the contract was to be awarded. Based on that review, it is my recommendation the Purchasing Agent request the Board of Selectman reject all bids and place this project back out to bid.

Public Works respectfully requests to be on the agenda for the May 16, 2023 agenda of the Board of Selectman.

Brandishea Moses

From: Eric Callahan <ecallahan@sswbagg.com>
Sent: Wednesday, May 10, 2023 3:33 PM
To: Brandishea Moses; Gary Schneider
Cc: Lisa M. Lelek
Subject: FW: Adform Interiors/Town of Waterford

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.

Shea and Gary – please see confirmation below that Adform has withdrawn its bid. Thanks

From: Bill Macdonald <Bill.Macdonald@adformgroup.com>
Sent: Wednesday, May 10, 2023 3:29 PM
To: Eric Callahan <ecallahan@sswbagg.com>
Cc: Sara Ritchie <sara.ritchie@adformgroup.com>
Subject: RE: Adform Interiors/Town of Waterford

Dear Mr. Callahan,

Yes due to subcontractors unwilling to hold their pricing we would be taking a loss by performing this project with the current specifications and bid price submitted on February 1, 2023.

Yes we agree to withdraw our bid on the basis that our bid bond will not be pursued.

Kind regards, Bill

Bill Macdonald



Office: 860.730.6040 | Cell: 860.938.2653
78 Batson Drive Manchester, CT 06042

E: bill.macdonald@adformgroup.com | W: adforminteriors.com

in: <https://link.edgepilot.com/s/dccb9680/Ma9ZVr0m4keXldSSEy00JQ?u=https://www.linkedin.com/in/bill-macdonald-05082676/>

From: Eric Callahan <ecallahan@sswbagg.com>
Sent: Wednesday, May 10, 2023 1:42 PM
To: Bill Macdonald <Bill.Macdonald@adformgroup.com>
Subject: Adform Interiors/Town of Waterford

Mr. MacDonald:

This is to confirm our conversation earlier today. As discussed, my law firm serves as legal counsel to the Town of Waterford. Your company, Adform Interiors, bid on the Town of Waterford's Town Hall Toilet Rooms Upgrades Project

(#23-113). The Town awarded the project to Adform Interiors subject to it holding its bid price and executing the contract required by the bid specifications. We understand you have a subcontractor who is unwilling to hold its price, and you would be operating at a loss if you took on the project unless your bid price was increased. We also understand you would want to propose certain material substitutions, which the Town maintains should have been proposed during the bid process.

We agreed today that assuming you withdraw Adform Interiors bid by response email today, the Town will not pursue your bid bond and will simply re-bid the project. We appreciate your interest in doing business with the Town and your cooperation today.

By response email, can you please confirm that Adform Interiors is withdrawing its bid related to the Town of Waterford's Town Toilet Rooms Upgrades project (#23-113)?

Thank you,

Eric W. Callahan

Suisman Shapiro Attorneys-At-Law

Firm Main Line: 860-442-4416: Direct Phone: 860-271-2213 Fax: 860-442-0495

ecallahan@sswbagg.com

Website: https://link.edgepilot.com/s/4a0781a7/y4Hvfd_VeUOSCENDm8k5eg?u=http://www.suismanshapiro.com/

Address: 2 Union Plaza, Suite 200, P.O. Box 1591, New London, CT 06320

Please note: the information contained in this e-mail and any attachments hereto is intended only for the personal and confidential use of the designated recipients. This message may be an attorney-client communication and as such, is privileged and confidential. If the reader/recipient of this message is not the intended recipient, you are hereby notified that you have received this e-mail and all attachments hereto in error and that any review, dissemination, distribution or copying of this e-mail or any of its attachments is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail and destroy the original message received. Thank you.

WIRE ALERT – Please contact me for specific wiring instructions **BEFORE** wiring funds. If you ever receive an email appearing to be from our firm stating that our wire instructions have changed or requesting a wire transfer, please contact us immediately at 860-442-4416 as you may have fallen victim of a scam. Law Firms, realtors and other professionals are being targeted by sophisticated hackers in an attempt to steal funds by initiating fraudulent wire transfers.

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Moses
Date: May 1, 2023
Re: Disposal of aged assets

Dear Mr. Brule:

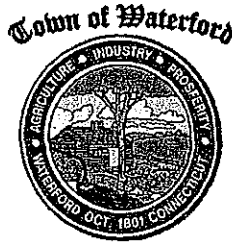
In accordance with the Town Property Ordinance, Chapter 2.112.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal for the items on the attached list, on Behalf of the IT Department, as these items are no longer useful to the Town. By removing the items from the asset list this will insure that only items that are currently located and owned by the Town, are properly insured under the Town's LAP insurance policy.

Thank you for your consideration

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-

May 1, 2023

Brandishea Moses, Purchasing Agent
Town of Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mrs. Moses,

The IT Department would like to dispose of the equipment items on the attached sheet. The items have been removed from service due to items being broken, replaced with newer equipment, or are end of life solutions.

Since the IT Department is responsible for the evaluation, replacement, and maintenance of the IT Equipment on the attached list, I am submitting this request. The assets are currently assigned to a number of different departments in Town, including Police, Library, Rec & Park, Fire Services, Senior Services, and Human Resources. These locations are noted on the attached sheet along with the AssetMax Asset Tag if found.

Thank you

Jeff

Jeffrey M. Robillard,

IT Manager
Town of Waterford

Type	Make	Model	Serial #	AssetMax	Estimated Acquire Date	Location/Dept
Desktop	HP	HP Z24C SFF Workstation	2UA60513FF		4/18/2016	RP
Desktop	HP	HP Z240 SFF Workstation	2UA60513GD		4/18/2016	RP
Desktop	HP	HP Z240 SFF Workstation	2UA60513GS		4/18/2016	RP
Desktop	HP	HP Z240 SFF Workstation	2UA60513J3		3/30/2016	RP
Desktop	HP	Compaq 7700	2UA73109L4		8/1/2007	Library
Desktop	HP	Compaq 7900	2UA9090Q3C		2/27/2009	Library
Laptop	Panasonic	CF-19 To-ghbook	3LKYA55897		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA55902		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56180		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56182		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56200		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56217		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56223		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56228		12/20/2013	PD
Laptop	Panasonic	CF-19 To-ghbook	3LKYA56231		12/20/2013	PD
Laptop	Panasonic	CF-19 Toughbook	3LKYA56234		12/20/2013	PD
Laptop	Panasonic	CF-19 Toughbook	3LKYA56907		12/20/2013	PD
Laptop	HP	Probook 470 G4	5CD73891CC	100248	9/27/2017	PD
Magnifier	Optelec	Clear View Magnifier	9908317W3569		8/1/1999	SS
Printer	HP	-HP LaserJet P4014dn	JPCF005851	100518	2/26/2009	HR
Printer	HP	LaserJet 1320	CNHC61M28L		3/7/2006	EOC
Tablet	XPLORE	X-SLATE TABLET	H2JKG00006	101868	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00016	101865	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00024	101861	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00005	101848	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00009	101857	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00010	101854	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00004	101853	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00007	101856	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00012	101863	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00015	101866	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00022	101850	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00019	101851	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00013	101855	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00017	101859	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00020	101864	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00014	101852	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00011	101862	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00023	101858	12/24/2018	PD
Tablet	XPLORE	X-SLATE TABLET	H2JKG00008	101849	12/24/2018	PD
SmartBoard	SMART TECHNOLOGIES	WHITE 8CARD INTERACTIVE SB58J	SB580-207743-2	5700	10/14/2005	Library
Switch	Brocade	Brocade EX 7250-24G	DUG3821L004			FMO
Router	Cisco	Cisco 2600 series router	JMX0529K8CC		6/16/2001	Library

23a

Shannon Withey

From: Jane Adams <janebadams@icloud.com>
Sent: Thursday, April 27, 2023 4:39 PM
To: Shannon Withey
Subject: Reappointment to Harbor Management

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.

Hi Shannon,

Would you please arrange for my reappointment to the Waterford Harbor Management Commission, which I chair?

Thank you.
Jane Adams

Shannon Withey

From: Vaudrey, Jamie <jamie.vaudrey@uconn.edu>
Sent: Thursday, May 04, 2023 4:56 PM
To: First Selectman
Cc: 'Chris Tomichek'
Subject: Appoint J Paganetti for Committee?

CAUTION: This email originated from outside of the organization.

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Hello Rob,

It was nice meeting you at Grimsey Beach the week before last!

I am writing in my role as the Niantic River Watershed Coordinator. We would like to nominate Jim Paganetti for your consideration, as one of the appointed representatives from Waterford to the Niantic River Watershed Committee. This Committee includes two representatives and one alternate from each of the towns in the watershed (Waterford, East Lyme, Montville, Salem), plus members from the Waterford East Lyme Shellfish Commission (WELSCO) and the East Lyme Harbor Management/Shellfish Commission. Currently, Chris Tomichek holds one of the Waterford positions, with the other two positions being vacant.

The appointments are typically two to four years, depending on the Town's policies for appointments.

<https://www.nianticriverwatershed.org/the-watershed/>

A bit on our Committee:

Our mission is: ***To restore and preserve the Niantic River Watershed through inter-municipal cooperation and the sound development of land use practices that mitigate pollution of the watershed, and that support all uses including shellfishing, fishing, swimming, boating, habitat, and drinking water supplies.***

The responsibilities of the Watershed Board of Directors includes planning, directing and evaluating the activities of the NRWC work groups as they implement the recommendations of the watershed management plan. The Board of Directors maintains a Plan of Work, which identifies implementation goals, and proposes activities which can be undertaken to meet those goals. Click [here](#) to review the 2017-2018 NRWC Plan of Work.

The Board of Directors meets at 6 PM on the first Thursday of each month at the East Lyme Town Hall, located at 108 Pennsylvania Avenue in Niantic. Currently, meetings are occurring on-line in response to the Covid-19 pandemic. Agendas and minutes can be obtained from the Town of East Lyme website at [Niantic River Watershed Committee](#).

Our meetings are open to the public, and we encourage you to join us if you would like to learn more about our projects and activities within the watershed. If you are interested in attending a meeting or becoming a member of our partnership, please contact the [NRWC Coordinator](#).

Best regards,
-Jamie

Jamie Vaudrey, Ph.D.
jamie.vaudrey@uconn.edu
Research Coordinator, CT National
Estuarine Research Reserve
Asst. Research Professor, Department of
Marine Sciences
University of Connecticut
1080 Shennecossett Road
Groton, CT 06340
Office: LWB 191; Lab: LWB 160
860-405-9149 (office)
860-405-9153 (fax)
pronouns: she/her

"How inappropriate to call this planet Earth, when it is quite clearly Ocean." --Arthur C. Clarke

Shannon Withey

From: Jeffrey Robillard
Sent: Wednesday, March 15, 2023 10:40 AM
To: Shannon Withey
Subject: RE: Department Head Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Rob Brule

The chair thought my term ended this past month, but he literally just emailed me saying it ends 6/30/2023

So, not an emergency. Thank you.

From: Shannon Withey <swithey@waterfordct.org>
Sent: Wednesday, March 15, 2023 10:38 AM
To: Jeffrey Robillard <jrobillard@waterfordct.org>
Subject: RE: Department Head Meeting

I will look into this. Be in touch once I have details to share.

From: Jeffrey Robillard
Sent: Wednesday, March 15, 2023 10:34 AM
To: Shannon Withey <swithey@waterfordct.org>
Subject: RE: Department Head Meeting

Hi Shannon,

I am on the Cable TV Advisory Council of Eastern Connecticut and the positions have to be appointed by the first selectman. My term is up and I would like to be re-appointed. I asked about this a few weeks ago and was told it was no problem, but I haven't received anything related to the re-appoint and neither has the council chair Mike Meinz.

This is info about the council
[Cable TV Advisory Council - Town of East Lyme \(eltownhall.com\)](http://eltownhall.com)

Could you look into where this stands for me?

Thanks

Jeff

From: Shannon Withey <swithey@waterfordct.org>
Sent: Wednesday, March 15, 2023 10:23 AM
To: Department Heads <depheads@waterfordct.org>
Subject: Department Head Meeting

Good morning everyone,

Just a friendly reminder there is a meeting at 11am today.

Shannon Withey
Executive Assistant to the First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
swithey@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273





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



26a

Marc Balestracci
Police Chief

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

To: First Selectman Rob Brule
Cc: Board of Police Commissioners
From: Marc Balestracci, Chief of Police
Date: May 11, 2023
Re: Request for additional officers

First Selectman Brule,

Over the past year, you and I have had many discussions in reference to public safety in the Town of Waterford. Our discussions outlined ways that the police department can best prepare for the current and future needs of our community. This request, which you have supported in our conversations, allows the department to better manage several major concerns, most notably traffic enforcement and school safety.

The Waterford Police Department is currently authorized forty-nine (49) sworn officers. Since the mid 1980's, our department has only increased in size by two (2) officers. The department, which remains one of the busier departments in eastern Connecticut, has an incredibly positive relationship with the community, handles calls for service in a professional manner and makes every effort to prevent, interrupt and solve crime in our jurisdiction.

As our department manages the changing laws in the State of Connecticut and the impact of those laws on how police officers work to reduce criminal and motor vehicle violations, we are also planning and preparing for the future needs of our community. Over the past year and a half, we have reviewed policies, procedures, assignments, staffing and long standing challenges in our community. For many years, we have continued to shift patrol officers from their main function in an attempt to positively impact school safety and traffic concerns in town. Those efforts have not resulted in long lasting results and have reduced effectiveness in other areas, of which patrol officers should be focused on. Although Waterford is a safe town to live, work and visit, the residents have also made it clear that school safety and motor vehicle enforcement are priorities.

Beyond the school safety and traffic concerns, our department is planning for the significant amount of development currently being constructed and other projects that are approved and will likely be built in the following areas:



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



**Marc Balestracci
Police Chief**

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

- Approximately 400 apartments on Willetts Avenue and approximately 400 apartments on Hartford Turnpike
- Stand-alone residential developments on Clark Lane and Great Neck Road
- Large commercial projects on Hartford Turnpike, Oil Mill Road and potential redevelopment at the site of the Crystal Mall
- Various other proposed projects in town to include a potential multicultural magnet school on Daniels Ave.

Therefore, I am respectfully requesting an increase to the police department by three (3) sworn police officers. If approved, this increase will allow the department to improve in both school safety and traffic enforcement as we plan to add another School Resource Officer assignment and form a much needed traffic unit.

The new School Resource Officer will complement our current staffing of two (2), which will increase our presence in all Waterford Schools. In addition, two officers will be assigned to work with our current Traffic Officer to form an effective traffic unit. The officers assigned to the traffic unit will focus on motor vehicle enforcement such as speeding, distracted driving, impaired driving, reckless driving and traffic crashes, reducing patrol's heavy tasking in those areas and allowing them to prioritize calls for service and criminal activity.

As you know, the recruitment, hiring, training and certification process for police officers can take between six (6) to eighteen (18) months to complete. Due to this extended process, I am seeking authorization of the increase in sworn officers as soon as practicable.

In an attempt to be fully transparent, with current collective bargaining agreement considerations, this request would increase the operating budget for the police department in FY24 by approximately \$234,000 if fully approved and funded. The Police Union CBA states that salaries for police officers will increase by 2.75% each year until the end of the contract.

I again thank you for your support of all public safety efforts in Waterford and appreciate any consideration of this request.

**Marc Balestracci
Chief of Police
Waterford Police Department**

26b

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

To: Waterford Board of Selectmen
From: Alan Wilensky, Waterford Tax Collector
Re: Budget Line Item Overages

May 12, 2023

Due to increases in postage rates over the last few years from \$0.51 to \$0.60 (an 18% increase), I am running overages in my Professional Fees budget, as the QDS billing has run over their original estimate, and in my postage budget.

At this time, I am uncertain if I will have sufficient available funds in my overall budget at the end of this fiscal year. It is very possible that I will require an additional appropriation in order to cover these unexpected overages.

Sincerely,

Alan Wilensky, CCMC
Waterford Tax Collector

cc: Finance Department