

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

**AGENDA UPDATED
BOARD OF SELECTMEN REGULAR MEETING**

April 4, 2023

5:00 PM

Waterford Town Hall (Appleby Room)

TESTE: *David Campo*
TOWN CLERK

RECEIVED FOR RECORD
WATERFORD, CT
2023 MAR 31 P 1:59

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

1. **Call to Order & Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Town Clerk Department:** To consider and act on a request for an additional appropriation from Town Clerk, David Campo, in the amount of \$30,797.83 to Line # 10109-51110 (administration) for an employee retirement & payout and forward on to the forward the Board of Finance if approved.
5. **Fire Services:** To consider and act on a request for an additional appropriation from the Director of Fire Services, Chief Michael Howley, in the amount of \$30,000 for a new capital project for the removal and cleaning of apparatus that carry PFAS/Foam concentrate as it's been banned and forward to the Board of Finance if approved.
6. **Recreation and Park:** To consider and act on the following request for a FY23 In-Series Transfer from the Recreation and Park Director, Ryan McNamara, in the amount of \$6,500, for maintenance of vehicles and other supplies.
7. **Police Department:** To consider and act on the following request for a FY23 In-Series Transfer from the Chief of Police, Marc Bellastracci, in the amount of \$85,200, for increased repairs and maintenance for the police fleet.

- 8. Mago Point Bid Waiver:** To consider and act on a recommendation from Jonathan Mullen, Planning Director, to award a Bid Waiver in the amount of \$25,500 (Line # 20511-57870) for the production of construction plans for Mago Point Overflow Parking Lot project, in accordance with section 3.08.050 of the Town of Waterford Code of Ordinances.
- 9. Disposal of Aged Assets:** Recreation & Parks Department, Asset # 101211, 2013 Toro Ground Master w/Plow Tag: P65 replaced through the Fleet Management Plan with a 2022 Ventrac System; Consider an act of surplus for disposal.
- 10. Appointments & Resignations:**
 - 10a.** Beth Sabilia formal resignation letter from the Board of Selectmen.
 - 10b.** To appoint Greg Attanasio to the Board of Selectmen to fill the vacancy left by Beth Sabilia's resignation.
 - 10c.** Formal Resignation letter from Vivian Brooks from the Historic Properties Commission
- 11. Unfinished Business:**
- 12. New Business:**
- 13. Old Business:**
- 14. Correspondence:**
 - 14a.** Dr. Lisa Kuntz - Data Center Letter
 - 14b.** Kathleen Sheaffer - Data Center Letter
 - 14c.** Nicholas Fiorillo, Gotspace Data Partners, CEO - Data Center Letter
 - 14d.** Kathleen Coss - Data Center Letter
 - 14e.** ARPA quarterly report
- 15. Consent Agenda**
 - 15a.** Tax Refund
 - 15b.** Board of Selectmen Meeting Minutes February 21, 2023
- 16. Adjournment:**

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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March 24, 2023

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

Dear Mr. Brule:

Based on my projections, the Town Clerk department will be over-expended in total by \$30,797.83 due to overage in the Administration Account. This is due to the retirement of Deputy Town Clerk Mary Thompson and her subsequent payout due to accumulated time and contractual obligations. I am requesting an additional appropriation. I respectfully request that the Board of Selectmen approve the following additional appropriation and forward to the Board of Finance as required.

Additional Appropriation

LINE ITEM	LINE DESCRIPTION	TO
10109-51110	Administration	\$30,798

If you have any questions, please feel free to contact me.

Sincerely,


David L. Campo, CCTC
Waterford Town Clerk

CC Kim Allen
Shannon Withey

03/27/2023 13:58
kallen

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



IP
glytbdud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10109 TOWN CLERK						
51010 ELECTED OFFICIALS						
10109 51010	ELECTED OFFICIALS	92,707.00	66,554.15	0.00	26,152.85	71.8%
51110 ADMINISTRATION						
10109 51110	ADMINISTRATION	79,084.00	90,554.93	0.00	-11,470.93	114.58*
51210 CLERICAL AND TECHNICAL						
10109 51210	CLERICAL AND TECHNICAL	54,759.00	27,814.47	0.00	26,944.53	50.8%
51810 OVERTIME						
10109 51810	OVERTIME	100.00	0.00	0.00	100.00	.0%
51920 F.I.C.A.						
10109 51920	F.I.C.A.	17,339.00	13,163.35	0.00	4,175.65	75.9%
52010 ADVERTISING						
10109 52010	ADVERTISING	1,300.00	516.67	0.00	783.33	39.7%
52020 POSTAGE						
10109 52020	POSTAGE	2,500.00	1,346.11	0.00	1,153.89	53.8%

03/27/2023 13:58
kallen

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



P 2
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10109 52030	PROFESSIONAL FEES 0.00	0.00	0.00	0.00	0.00	.0%
52040 SERVICE CONT AND REPAIRS						
10109 52040	SERVICE CONT. AND REPAIRS 0.00	0.00	0.00	0.00	0.00	.0%
52050 DUES CONFER						
10109 52050	DUES, CONFERENCES & EDUCAT 850.00	850.00	850.00	0.00	0.00	100.0%
52060 PRINTING						
10109 52060	PRINTING 0.00	0.00	0.00	0.00	0.00	.0%
52070 REIMBURSABLE EXPENSES						
10109 52070	REIMBURSABLE EXPENSES 0.00	0.00	0.00	0.00	0.00	.0%
52180 VITAL STATISTICS						
10109 52180	VITAL STATISTICS 250.00	250.00	0.00	0.00	250.00	.0%
52510 RENTAL OF EQUIPMENT						
10109 52510	RENTAL OF EQUIPMENT 24,000.00	24,000.00	10,139.20	13,860.80	0.00	100.0%
53010 OFFICE SUPPLIES						
10109 53010	OFFICE SUPPLIES 0.00	0.00	0.00	0.00	0.00	.0%

03/27/2023 13:58
kallen

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53020 OTHER SUPPLIES						
10109 53020	OTHER SUPPLIES 0.00	0.00	0.00	0.00	0.00	.0%
53270 ORDINANCES						
10109 53270	ORDINANCES 0.00	1,450.00	1,185.11	0.00	264.89	81.7%
53280 ELECTION MATERIALS						
10109 53280	ELECTION MATERIALS 0.00	1,400.00	267.69	0.00	1,132.31	19.1%
53290 MICROFILM SUPPLIES						
10109 53290	MICROFILM SUPPLIES 0.00	0.00	0.00	0.00	0.00	.0%
54060 OFFICE EQUIPMENT						
10109 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL TOWN CLERK						
275,739.00	0.00	275,739.00	212,391.68	13,860.80	49,486.52	82.1%
TOTAL GENERAL FUND						
275,739.00	0.00	275,739.00	212,391.68	13,860.80	49,486.52	82.1%
TOTAL EXPENSES						
275,739.00	0.00	275,739.00	212,391.68	13,860.80	49,486.52	
GRAND TOTAL						
275,739.00	0.00	275,739.00	212,391.68	13,860.80	49,486.52	82.1%

** 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

February 10, 2023

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

Re: Request for Emergency Capital Funds for PFAS removal/replacement

On behalf of the Waterford Fire Services, I would like to request emergency funding of \$30,000 for the removal and cleaning of apparatus that carry PFAS/Foam concentrate. PFAS as it is known has been banned by the State to use since July 20, 2021. We continue to carry this product on six fire apparatus at a risk of deploying product at a fire. The Town of Waterford would be responsible for any cleanup and contamination testing should this product be used accidentally. Fire Services has been working with the State over the last year to remove PFAS foam products that we have stored at stations at no cost to Waterford. Currently there are not funds to clean apparatus or a plan. I am working with vendors qualified to do the cleaning and removal. I estimate cost of \$24,000 or less to complete removal of PFAS products from our apparatus and another \$4,800 to replace with recommendation from the State on new product to use. We have two Vendors that have supplied quotes for this project. I recommend that if this is approved we get on the list with vendor chosen ASAP.

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

On July 20th, 2021, Connecticut Governor Ned Lamont signed Public Act 21-191 into law banning the use of per- and polyfluoroalkyl substances (PFAS) in Class B firefighting foams and phasing out PFAS-containing food packing. This law is consistent with the PFAS Action Plan developed by the Connecticut Interagency PFAS Task Force in 2019.

The new law defines PFAS as all members of the class of fluorinated organic chemicals containing at least one fully fluorinated carbon atom, and specifies that:

1. Effectively immediately, fire-fighting foam containing PFAS is not permitted for vapor suppression or to be used in any firefighting training or testing activities.
2. Effective Oct. 1, 2021, all firefighting foams within the state must be PFAS-free.
3. Exceptions to the October 1, 2021, deadline include:
 - After October 1, 2021, airport facilities with fire suppression systems using class B firefighting foams that contain PFAS must provide mitigation measures to prevent the release of foam into the environment, including an implementation plan and physical features that are designed to prevent such a release, even when the foam is deployed in its intended manner. No later than October 1, 2023, firefighting foam systems containing PFAS shall be removed or repurposed.
 - Operators of chemical plants, oil refineries, or terminal, storage, or distribution facilities for flammable liquids may request an extension of time for compliance with the October 1, 2021, deadline from the Commissioner of the state's Department of

Energy and Environmental Protection (DEEP.)

4. Not later than October 1, 2021, the DEEP Commissioner must develop a take-back program for municipal-owned Class B firefighting foams containing PFAS. As of November 2022 the take back program has been underway picking up containers of foam from fire departments across the State.
5. As soon as feasible, but not later than December 31, 2023, no food packaging to which PFAS has been intentionally introduced during manufacturing or distribution shall be offered for sale or used in promotional purposes.
6. No materials used to replace PFAS (or any other chemical currently used in food packaging) may be used in a quantity or manner that creates a hazard as great as, or greater than, the hazard of the chemical being regulated.

The full text of the law is available on the Connecticut General Assembly website.

If you have questions concerning the impact of the law or managing PFAS products, contact Richard Desrosiers, PG, LP.

ORDER

Pursuant to General Statutes § 22a-6

Commissioner Katherine Dykes

June 30, 2021

Identification of an Alternative Fluorine-Free Firefighting Foam

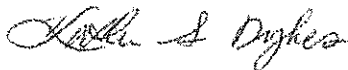
I hereby identify National Universal®F3 Green as an alternative to class B firefighting foam that contains an intentionally added perfluoroalkyl or polyfluoroalkyl substance.

Per- and polyfluoroalkyl substances, known as PFAS, are a large family of human-made chemicals that have been widely used in industry and consumer products since the 1950s. PFAS have now been proven to have long-term adverse effects on both human health and the environment. One product that contains high concentrations of PFAS is aqueous film-forming foam (AFFF), which is used primarily to extinguish liquid fuel fires.

Section 1 of Public Act 21-191 indicates that unless certain specified exceptions apply, "no person shall use a class B firefighting foam that contains an intentionally added perfluoroalkyl or polyfluoroalkyl substance for any vapor suppression or firefighting purpose unless such fire is a flammable liquid-based fire and the Commissioner of Energy and Environmental Protection fails to identify an alternative to such use on or before July 1, 2021." Upon section 1 of Public Act 21-191 taking effect, the identification of National Universal®F3 Green will mean that, beginning on October 1, 2021, Class B firefighting foam containing intentionally added PFAS can no longer be used in Connecticut.

This alternative firefighting foam was identified by a work group created at the request of the State Fire Administrator. The work group was established to find a suitable fluorine-free alternative (F3) to replace PFAS-containing AFFF. The group was composed of fire service leaders from around the state, as well as personnel from the Department of Energy and Environmental Protection's Emergency Response Unit and Remediation Division. The work group was tasked with determining the effectiveness of potential replacement foams.

The work group, in partnership with the Massachusetts Department of Environmental Protection, evaluated the performance of several F3 products and independently laboratory tested the products to confirm they were PFAS- and halogen-free.



Katherine S. Dykes, Commissioner

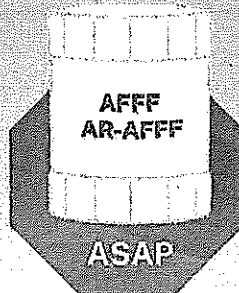
STOP USING OLD FOAM CONCENTRATE!

**You can help protect yourself, the environment,
and your community's health.**



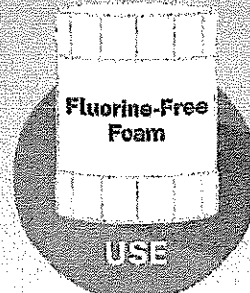
**Stop using AFFF foam
concentrate for training or
for any non-Class B fires**

*Public Act 21-191 prohibits use for
training and testing.*

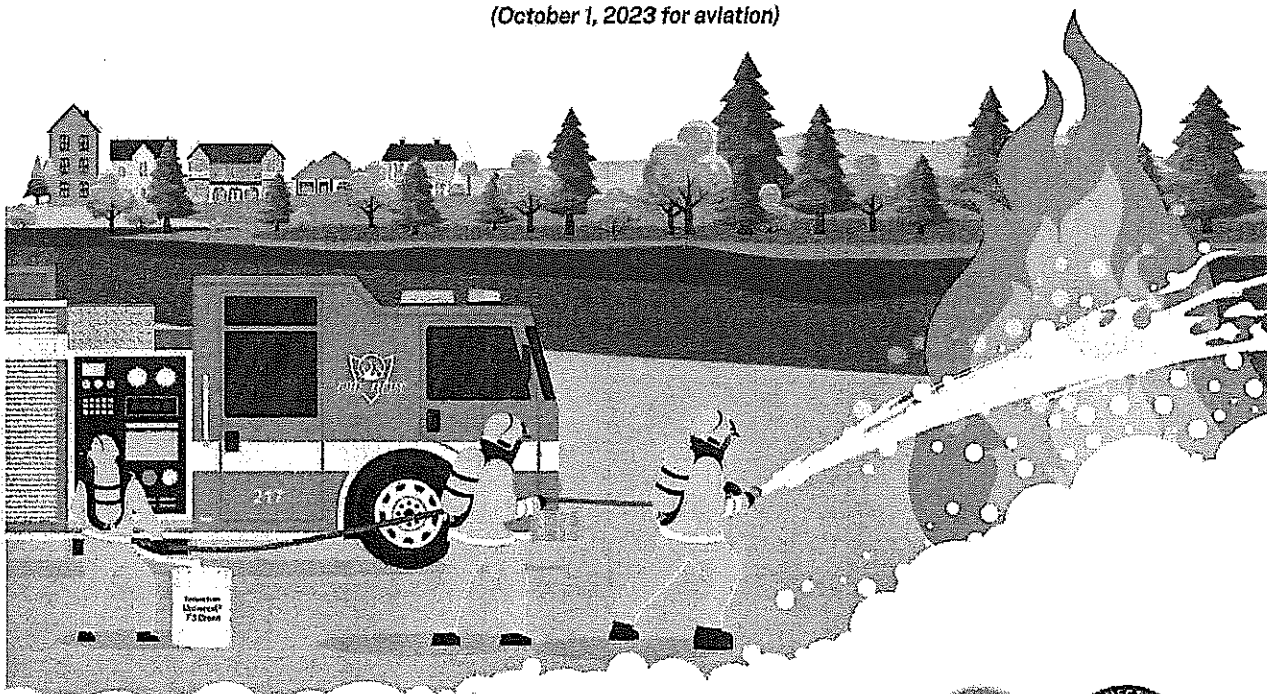


**Stop using AFFF foam
concentrate for
Class B fires**

*State law prohibits use as of
October 1, 2021.
(October 1, 2023 for aviation)*



**Purchase and use
a fluorine-free
alternative instead**



Some extensions apply.

Questions? Contact the State Fire Administrator at FoamSurvey@ct.gov



**TOWN OF WATERFORD
CAPITAL PROJECT REQUEST FORM
2023-2024 FISCAL YEAR REQUEST**

DEPARTMENT/AGENCY Waterford Fire Services	CONTACT PERSON Chief Michael J. Howley
PROJECT NAME Draining and cleaning on board foam systems	DEPARTMENT PRIORITY 1

1	DESCRIPTION AND JUSTIFICATION (describe the type, purpose & anticipated accomplishments of the project) Aqueous film-forming foam (AFFF) has been a fire agencies additive to fight fire for years. Until recently we found out it is hazardous and cancer causing agents effect personnel and the environment. Waterford has participated in the States foam takeback program. But we still have foam left in tanks on our apparatus that needs to get cleaned and disposed of properly. Public Act No. 21-191 bans the use of this product. The liability of the Town carrying and possible accidental release is high. We would be responsible for the clean up and ground/water testing.																																																																						
2	PROJECT STATUS IF IN PROGRESS Planning and gathering quotes for cleaning & disposal with authorized contractors																																																																						
3	LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST 																																																																						
4	DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable) The impact on our operating budget could not handle this project. The risk of carrying this product is a liability. Any accidental discharge would be a responsibility of the Town to clean up.																																																																						
5	GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available) The State of CT started a take back program to pick up containers of foam, they did not take what was in tanks on apparatus. This product were shipped to Canada for disposal.																																																																						
6	ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below) See attached (AFFF) foam information																																																																						
7	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">FUNDING SOURCE</th> <th style="width: 15%;">APPROVED FUNDING TO DATE</th> <th style="width: 10%;">FY2024</th> <th style="width: 10%;">FY2025</th> <th style="width: 10%;">FY2026</th> <th style="width: 10%;">FY2027</th> <th style="width: 10%;">FY2028</th> </tr> </thead> <tbody> <tr> <td>1 Current Year Capital</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2 Utility Budget/Sewer Cap Maint Fund</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3 Transfer to CNR</td> <td></td> <td style="text-align: center;">30,000</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4 Short/Long-term Bonds</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5 LoCIP (detail in section 5 above)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6 CNR Undesignated Fund Balance</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7 Federal/State Grants (detail in section 5)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>8 Other Funding (detail in section 5 above)</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTALS</td> <td style="text-align: center;">0</td> <td style="text-align: center;">30,000</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>	FUNDING SOURCE	APPROVED FUNDING TO DATE	FY2024	FY2025	FY2026	FY2027	FY2028	1 Current Year Capital							2 Utility Budget/Sewer Cap Maint Fund							3 Transfer to CNR		30,000					4 Short/Long-term Bonds							5 LoCIP (detail in section 5 above)							6 CNR Undesignated Fund Balance							7 Federal/State Grants (detail in section 5)							8 Other Funding (detail in section 5 above)							TOTALS	0	30,000	0	0	0	0
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Quote



172 Cross Rd
Waterford, CT 06385
860-442-9678

Quote # QT1666984
Date 02/09/2023
Expires 02/24/2023
Sales Rep Fratus, John
Shipping Method MES Delivery
Customer Waterford Fire Marshal (CT)
Customer # C253670

Bill To
Waterford Fire Marshal (CT)
204 Boston Post Road
Waterford CT 06385
United States

Ship To
Waterford Fire Marshal (CT)
204 Boston Post Road
Waterford CT 06385
United States

Item	Alt Item #	Units	Description	Qty	Unit Price	Amount
2190-3340-0			Universal Green 3x3% (F3) 5 Gallon Pail	20	\$233.50	\$4,670.00

Subtotal \$4,670.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$4,670.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

New product



QT1666984



Environmental Services, Inc.

90 Brookfield Street South Windsor, CT 06074-1262 (860) 528-9500 (860) 289-0138 (fax)

www.e-s-i.com

February 9, 2023

Chief Michael Howley
Waterford Fire Department
15 Roper Ferry Rd
Waterford, CT 06385
P: 860-440-0544 E: mhowley@waterfordct.org

Re: AFFF Apparatus Tank Cleaning
Waterford FD
Quote #2023-023

Chief Howley:

Environmental Services, Inc. (ESI) is pleased to submit the following proposal to clean the interior of AFFF tanks on (5) Waterford FD Apparatus. We understand that the combined total capacity of the tanks is estimated at approximately 150 gallons and you have an additional 15 gallons of containerized concentrate that requires disposal. ESI will provide labor and equipment to remove remaining product from the foam tanks, per DEEP recommended procedure including a hot water triple rinse containerizing waste for disposal. Cost estimates assume that two trucks will be delivered at a time as our facility permits parking side them by side in our service bays. ESI will also containerize and transport for disposal a total of 6 intact ProPak portable foam dispensers containing 2.5 gallons of concentrate each. Costs were estimated using approved rates in DAS Contract 19PSX0249. Actual quantities will be invoiced. We understand work will likely be scheduled for April 2023. Disposal pricing from our vendors is generally valid for 15 to 30 days. We understand you will likely schedule this project for March or April 2023. We have included a budget line item to cover up to a 30% increase in disposal pricing due to the current volatility in the waste disposal market.

Scope

- Provide crew and equipment to drain and triple hot water rinse the interior of the AFFF Tank
- Collect rinse via gravity drain or pump
- Containerize waste in totes and / or drums for transportation and disposal

Costs

Crew and Equipment (estimate 20 hours @ \$285.00)	\$ 5,700.00
Empty 330-gallon tote (estimate 2 @ \$520.00)	\$ 1,040.00
Waste Disposal (estimate (2) 330-gallon totes @ \$3,650.00, each)	\$ 7,300.00
Empty 55-Gallon Drums (estimate 3 @ \$90.00)	\$ 270.00
55- Gallon Drum Concentrate Disposal	\$ 750.00
55-Gallon ProPak Disposal (estimate 2 @ \$750.00)	\$ 1,500.00
Waste Transportation	\$ 675.00
Defoamer if needed (estimate 5 qt @ \$35.00)	\$ 175.00
Waste Disposal Cost Increase Budget Contingency (30%)	\$ 1,770.00

Estimated Total \$19,180.00



Emergency Oil and Chemical Spill Response Throughout Southern New England



ASSUMPTIONS AND EXCLUSIONS

1. A signed Quote/Proposal or Purchase Order must be received prior to the commencement of the project.
2. State and Federal Taxes will be invoiced as applicable.
3. This estimate is good for 60 days.
4. Credit approval and satisfactory payment arrangements must be made prior to commencement of the project.
5. Customer is to provide free and clear access to work area.
6. Customer is to provide signature on shipping documents or sign an ESI Certificate of Authority to Act as Agent form in advance of the shipment.
7. Disposal pricing is pending facility approval of the waste.
8. Actual quantities of wastes shipped, packaging utilized, and hours expended will be charged. This estimate is strictly budgetary.
9. Any waste not received as profiled will be subject to off specification charges.
10. Hourly rate is for straight time, 7:00 AM to 3:30 PM; hours before or after will be charged at an overtime rate.
11. Payment is due "Upon Receipt" of invoice.
12. ESI accepts most major credit cards.

STANDARD TERMS AND CONDITIONS

1. Environmental Services, Inc. (ESI) shall provide all labor, materials, tools, equipment and subcontract items necessary to perform the Services described in the Scope of Work. ESI represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to ESI. Customer represents and warrants to ESI that Customer has the requisite legal right, title and interest necessary to provide access to the job site.
3. ESI shall maintain insurance coverage during the performance of the Services; COI available upon request.
4. ESI's standard terms of payment are upon receipt of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorney's fees, which may be incurred by ESI. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings. Customer's obligation to pay the amounts due pursuant to this Proposal shall not be conditioned upon or limited by the types, amounts or availability of insurance coverage. Customer agrees to pay ESI in accordance with ESI's published Rate Schedule ("Rates") for any litigation support or testimony provided by ESI in connection with or arising out of the work performed by ESI hereunder.
5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by ESI at the Rates and for reasonable demobilization costs.



6. Customer agrees that ESI shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by ESI, its employees, agents or/ or subcontractors.
7. The Terms and Conditions of this Proposal and Scope of Work and any ESI Change Orders or ESI Worksheets signed by both parties constitute the entire agreement between the parties. Additionally, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by ESI. In the event that any portion of this Proposal is invalidated for any reason, the parties agree that all other provisions of this Proposal shall remain in force and effect.
8. Customer's representative or agent represents or warrants to ESI that it is duly authorized to execute this Proposal on Customer's behalf.

We would like to take this opportunity to thank you for asking ESI to provide this proposal. ESI is a dependable, cost-effective and environmentally responsible company, and has all appropriate licenses and permits for this work. ESI field personnel have received OSHA 40-hour training, 24-hour HazMat training and annual 8-hour refreshers. All work will be performed in strict accordance with Federal, State, Local and ESI standards.

If acceptable, please forward an executed original to me via mail or a copy via e-mail koneil@e-s-i.com. Both parties acknowledge that an executed copy will serve as an original if submitted through e-mail.

CUSTOMER'S AUTHORIZATION

Signature Date

Printed Name

Should you have any questions, or require additional information, please feel free to contact me at (860) 528-9500.

Sincerely,

Kelly O'Neil

Kelly O'Neil
Sr. Project Manager



Clean Harbors Environmental Services, Inc.
770 Derby Ave
Seymour, CT 06483
www.cleanharbors.com

January 20, 2023

Attn: Mr. Michael Howley
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

Quote #4217584

Dear Mr. Howley:

Thank you for considering Clean Harbors Environmental Services, Inc. for your environmental service needs. We provide a broad range of environmental services including hazardous and non-hazardous waste transportation and disposal, laboratory chemical packing, emergency response, field services and industrial maintenance. We are pleased to provide this proposal based on the scope of work outlined below.

We offer our clients a broad spectrum of environmental services and the ability to dispose of hazardous material at or through a Clean Harbors' owned and operated facility. In addition to managing your waste streams, a Clean Harbors' professional can assist you with:

- Waste Transportation & Disposal
- Laboratory Chemical Packing
- Field Services
- 24-Hour Environmental Emergency Response
- Industrial Services
- InSite Services

I look forward to servicing your environmental needs. When you are ready to place an order, please contact our Customer Service group at 800.444.4244. If you have any questions or need further assistance, you may reach me at the number below.

Sincerely,

Christopher J Avitabile
Field Service Specialist
Phone: 860.384.0263
avitabile.christopher@cleanharbors.com



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QUOTE CONDITIONS

Prior to completing the cleaning of 5 fire engines, CHES field crews will perform all Health and Safety related tasks as directed by the local CHES H&S Representative and any site specific regulations pertinent to your facility. An on site safety meeting will be conducted and documented.

CHES crews will set properly cordon off the site to prohibit unauthorized access. Prior to execution, our CHES crew will communicate with your on site representatives to ensure site conditions are as expected, contents of the tank are as discussed, and any system lines are blanked.

After the appropriate lockout and tagouts are performed, field crews will complete the following:

- Setup containment area for vehicles to park in while being worked on
- Add antifoam to steel drums prior to transfer of material from holding tank
- Transfer recoverable product to a properly lined vessel or drum
- Perform a triple rinse of tank with hot pressure washer
- Transfer rinsate and waste solids to drums
- Remove blanking and lockout/tagout
- Manifest, label, and transport waste

The proposal is based on the following assumptions and site conditions. Any work which falls outside of the assumptions will constitute work beyond the intended scope and be completed upon mutually satisfactory terms.

- Work to be done during normal business hours Monday through Friday
- CHES to have appropriate access to site
- Job is quoted for (3) 12-hour shifts, including move and demove. If additional shifts are required a change order will be issued and agreed upon before work continues
- Disposal pricing pending profile approval and facility acceptance
- Disposal in quote is estimated. Actual number of drums generated and shipped will be invoiced
- Drum supplies and antifoam quoted are estimates. Actual number of drums and gallons of antifoam used will be invoiced
- Customer will be responsible for providing water, electric or 100 psi plant air if needed. Customer will be responsible for all mechanical work including but not limited to removal of piping, line breaks, removal of man-way plates, etc.
- The customer will assist with engaging the pump and activating the drain on the tank, as needed



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QUOTE CONDITIONS

to clear the pump and valves during the rinse cycle.

- Analytical samples of cleaned tanks not included in this quote. Should it be necessary additional charges will apply
- Customer/authorized representative to be onsite to sign shipping paperwork



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QUOTE SUMMARY

Description	Amount
TASK 1: LABOR AND EQUIPMENT	\$15,900.00
\$5,300.00 per day, estimated 3 days	
TASK 2: DISPOSAL AND TRANSPORTATION	\$9,475.00
TASK 3: DRUM SUPPLIES	\$1,955.00
Subtotal	\$27,330.00
Estimated Recovery Fee	\$5,602.65
QUOTE TOTAL	\$32,932.65



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TASK 1: LABOR AND EQUIPMENT

TASK 1: TOTAL LABOR, EQUIPMENT, AND MATERIAL	\$15,900.00
\$5,300.00 per day, estimated 3 days	
Estimated Recovery Fee	\$3,259.50
Estimated total, including Fees	\$19,159.50

TASK 2: DISPOSAL AND TRANSPORTATION

DISPOSAL

Profile/Waste Code	Waste Description	Qty	UOM	Price	Total
A22K	LOW BTU ORGANIC LIQUID	10	55 gallon drum	\$360.00	\$3,600.00
B40R	SPECIAL HANDLING HALOGENATED ORGANICS	1200	pounds	\$3.50	\$4,200.00
CCRKR	SPECIAL HANDLING SOLIDS AND SEMI-SOLIDS FOR INCINERATION	1	55 gallon drum	\$1,225.00	\$1,225.00
				Total	\$9,025.00

*The following minimum price(s) will apply:

Profile/Waste Code	UOM	Minimum Price
B40R	55 gallon drum	\$1,225.00

Surcharges (if applicable)

Description	Rate	UOM	Lower Limit	Upper Limit	Range UOM
<i>Waste Code B40R:</i>					
Surcharge for high halogens/chlorine	\$0.40	Pounds	21.00	50.00	Percent
	\$0.20	Pounds	5.00	20.00	Percent
<i>Waste Code CCRKR:</i>					
CCRKR weight surcharge	\$4.50	Pounds	502.10	503.00	Pounds
	\$3.00	Pounds	501.10	502.00	Pounds
	\$1.50	Pounds	500.00	501.00	Pounds



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TRANSPORTATION

Dispatch Location	Price UOM	Total
The Connecticut Service Center	\$450.00 pickup	\$450.00

A demurrage charge of \$115.00 per hour will apply as follows:

Number of Containers	Allowable Loading Time
1 to 10	0.5 hour(s)
11 to 15	0.75 hour(s)
16 to 25	1 hour(s)
26 to 35	1.25 hour(s)
36 to 40	1.5 hour(s)
41 to 45	1.5 hour(s)
46 to 50	1.75 hour(s)
51 to 80	2 hour(s)

TASK 2: TOTAL ESTIMATE

\$9,475.00

Estimated Recovery Fee

\$1,942.38

Estimated total, including Fees

\$11,417.38

WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
A22K	Low Btu Organic Liquid DRUM SPECIFICATIONS: pH 2-14, no D002 Acids allowed Ammonia less than 10 percent Source of PCB <50 ppm Heating value less than 5000 BTUs per pound Less than 5 percent organic halogens Less than 5 percent Sulfur Viscosity less than 150 centipoise Must not set-up in water or with organic solvents Less than one inch of solids in the drum No pesticides PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
B40R	Special Handling Halogenated Organics May require special handling Source of PCB Less than 50 ppm Halogens or Sulfur greater than 5 percent May include material with boiling points less than 120F Liquid, sludge and viscous materials Must not set-up with water or with organic solvents



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WASTE CLASSIFICATIONS SPECIFICATIONS

Waste Code	Description
B40R	Special Handling Halogenated Organics PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION
CCRKR	Special Handling solids and semi-solids For Incineration Solids and semi solids for incineration Requires special handling due to high metals, Sulfur, Sodium Iodine, Bromine or Fluorine Specifications determined for each profile Specifications determined for each profile PRIMARY DISPOSAL METHOD: DESTRUCTION INCINERATION

TASK 3: DRUM SUPPLIES

Amount	Description	Qty/UOM	Days	Unit Price	Extended Total
13	55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	1 each	n/a	\$113.00	\$1,469.00
18	Antifoam B	1 gallon	n/a	\$27.00	\$486.00
Total					\$1,955.00

TASK 3: TOTAL ESTIMATE

	\$1,955.00
Estimated Recovery Fee	\$400.78
Estimated total, including Fees	\$2,355.78

GENERAL CONDITIONS

- Except where superseded by an existing services agreement the following terms and conditions apply to this quoted business.
- The customer hereby acknowledges that the estimated cost is based upon a preliminary appraisal by a Clean Harbors Representative, and that the amount invoiced by Clean Harbors will be based upon labor and materials actually expended in performing the scope of work. Any changes in the scope will be billed on a time and materials basis.
- Clean Harbors guarantees to hold these prices firm for 30 days.
- Terms: Net 15 Days



GENERAL CONDITIONS

- For work to begin we ask that you acknowledge the quotation with a signature and provide the appropriate purchase order number. Where modifications to the scope of services become necessary, Clean Harbors will notify the customer promptly and obtain customer authorization for such modifications and a revised contract price will be established in order to finish the project.
- This proposal is contingent on the customer providing full and complete access to the site. Customer represents and warrants to Clean Harbors that the customer has the legal right, title and interest necessary to provide access to the site. In addition, customer warrants that it has supplied Clean Harbors complete and accurate information regarding the site, subsurface conditions, utility locations, site ownership, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the scope of work.
- Interest will be charged at 1.5% per month or the maximum allowed by law for all past due amounts.
- Disposal will be managed within the Clean Harbors Network of Approved Facilities.
- Local, state and federal fees/taxes applying to the generating location/receiving facilities are not included in disposal pricing and will be added to each invoice as applicable.
- Materials subject to additional charges if they do not conform to the listed specifications.
- Electronically submitted profiles will be approved at no charge. Paper profiles will be charged at \$75.00 each.
- Clean Harbors supports many invoice delivery options (E-mail, Electronic Invoicing, EDI, Etc.). Pricing is based on Clean Harbors' standard invoice delivery method of E-mail. If another delivery method is required there could be an additional service fee per invoice. Any alternate delivery methods must be reviewed and approved by Clean Harbors prior to acceptance and implementation.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 20.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: www.cleanharbors.com/contact-us/customer-resources.
- Pickups that require same day or next day service may be subject to additional charges.
- Pickups cancelled within 72 hours of scheduling will be subject to cancellation charges.
- Transportation charges to the final disposal facility will be charged in addition to local transportation to our truck to truck hub/local facility and will vary with logistics and routing.
- Time over eight (8) hours in the normal workday and all day Saturday is considered overtime and will be billed at 1.5 times the applicable straight time rate for all billable personnel unless otherwise quoted. Sunday and Holidays are considered premium time and will be billed at 2.0 times the applicable straight time rate for all billable personnel unless otherwise quoted.
- This proposal is submitted contingent upon the right to negotiate mutually acceptable contract terms and conditions, which are reflective of the work contemplated, and an equitable distribution of the risks involved therein. In the event that such agreement cannot be reached, Clean Harbors reserves the right to decline to enter into such an agreement without prejudice or penalty.



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GENERAL CONDITIONS

- In the event that legal or other action is required to collect unpaid invoice balances, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, and agrees to the jurisdiction of the Commonwealth of Massachusetts.
- The USEPA implemented the E-manifest system in June 2018 and charges the receiving TSDF a fee per manifest that is subject to change at USEPA's discretion. Clean Harbors currently charges \$20 per manifest to cover this cost on every invoice. This charge is subject to change if USEPA applies increased charges in the future.
- Unless specifically noted, these rates are not valid where Prevailing Wages and / or certified payroll apply. Any Prevailing Wage rates will be quoted on a case-by-case basis.
- Customer will be responsible for providing water on site. If not provided, additional charges will apply.

ACKNOWLEDGEMENT

Your signature below indicates your acceptance of the pricing and terms detailed in the quote above, and the Field Services Agreement in the following pages.

Thank you for the opportunity to be of service.

CUSTOMER'S AUTHORIZED
REPRESENTATIVE OR AGENT

Clean Harbors Environmental Services, Inc.

Signature

Signature

Print Name

Print Name

Date

Date

Phone

Purchase Order Number

Customer Insurance Carrier



FIELD SERVICES AGREEMENT

The Customer acknowledges that the estimated cost is based on a preliminary on-site appraisal by the Clean Harbors Environmental Services, Inc. ("Clean Harbors") field representative and that the amount invoiced by Clean Harbors will be based on labor and materials actually expended in performing the Scope of Work. Any changes in the Scope of Work will be billed in addition to the estimated cost specified above. Customer hereby assigns to Clean Harbors all rights to any insurance payments that Customer may be entitled to receive to pay for the Services provided under this Field Services Agreement and hereby authorizes its insurance company or agent to pay Clean Harbors directly. Customer agrees that all charges that are not paid to Clean Harbors by its insurance company will be paid by the Customer.

This Field Services Agreement establishes the terms and conditions under which Clean Harbors agrees to provide, and Customer agrees to pay for, Services. In consideration of the mutual covenants contained herein, and for other good consideration, the receipt and sufficiency of which is hereby acknowledged, the parties have caused this Agreement to be executed by their duly authorized representative as of the date first written below.

STANDARD TERMS AND CONDITIONS

1. Clean Harbors shall provide all labor, materials, tools, equipment and subcontracted items necessary to perform the Services described in the Scope of Work. Clean Harbors represents that it is properly licensed, possesses the requisite skills and shall perform the work in a professional and workmanlike manner.
2. Customer shall provide full and complete information regarding the site, surface and subsurface conditions, utility locations, site ownership, contractor access, hazardous materials or wastes and other substances or hazards likely to be present and any other reports, documentation or information concerning the site or Scope of Work which may reasonably be provided to Clean Harbors. Customer represents and warrants to Clean Harbors that Customer has the requisite legal right, title, and interest necessary to provide access to the job site.
3. Clean Harbors shall procure and maintain at its own expense during the term of this Agreement the following insurance coverages:

Worker's Compensation:	Statutory
Employer's Liability:	\$2,000,000
General Commercial Liability:	\$2 million per occurrence \$4 million aggregate
Automobile:	\$5 million combined single limit
Contractors Pollution Liability:	\$10 million each Claim \$10 million all Claims

The Customer agrees that Clean Harbors' liability under this Agreement and Scope of Work shall not exceed the value of this contract, or the amount paid to Clean Harbors by Customer, whichever is less.

4. The payment terms set forth herein are contingent upon the approval of Clean Harbors' Credit Department. In the event of a change in Customer's financial condition, Clean Harbors reserves the right to alter, change, or modify payment terms, and to immediately stop work. The failure of Clean Harbors to exercise its rights under this article at any time shall not constitute a waiver of Clean Harbors' continuing right to do so. Payment of the total estimated cost is required prior to performance of any service by Clean Harbors unless other payment terms have been established by the parties.

Clean Harbors' standard terms of payment to approved accounts are net fifteen (15) days from the date of invoice. Interest shall accrue at the rate of one and one half (1.5%) percent per month, or at the maximum rate allowed by law, after fifteen (15) days. In the event that legal or other action is required to collect unpaid balances or invoices, Customer agrees to pay all costs of collection, including reasonable attorneys' fees, which may be incurred by Clean Harbors. "Legal or other action" as used above shall include bankruptcy and insolvency proceedings.

Customer's obligation to pay the amounts due pursuant to this Agreement shall not be conditioned upon or limited by the types, amounts or availability of Customer's insurance.

Customer agrees to pay Clean Harbors in accordance with Clean Harbors' published Rate Schedule ("Rates") for any litigation support or testimony provided by Clean Harbors in connection with, or arising out of, the work performed by Clean Harbors hereunder.

5. In the event that work is suspended or terminated for any reason prior to the completion of the Scope of Work, Customer agrees to pay for labor, equipment, materials, disposal and other costs incurred by Clean Harbors at the Rates and for reasonable demobilization costs.
6. Customer agrees that Clean Harbors shall not be responsible for pre-existing contamination at the job location, natural resource damage, or for indirect, incidental, consequential or special damages, including loss of use or lost profits, resulting from or arising out of the performance of the Scope of Work by Clean Harbors, its employees, agents and/or subcontractors.
7. The performance of this Agreement, except for the payment of money for Services already rendered, may be suspended by either party in the event performance of this Agreement is prevented by a cause or causes beyond the reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in government laws, regulations, orders, or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment). The party which is prevented from performing by a cause beyond its reasonable control shall use its best efforts to eliminate such cause or event.



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STANDARD TERMS AND CONDITIONS

8. Clean Harbors agrees to indemnify, save harmless and defend the Customer, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Customer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of applicable federal, state and local laws, regulations, by-laws or ordinances to the extent caused by: (1) Clean Harbors' breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of Clean Harbors, its employees or agents in the performance of this Agreement.

Customer agrees to indemnify, save harmless and defend Clean Harbors, its parent, subsidiary and affiliated companies and their respective directors, officers, employees, agents and assigns from and against any and all losses liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees) which Clean Harbors may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination or adverse effects on the environment, or any violation of applicable federal, state and local laws, regulations, by- laws or ordinances to the extent caused by: (1) Customer's breach of any term or provision of this Agreement, or (2) the negligence or willful misconduct of the Customer, its employees or agents in the performance of this Agreement.

Neither party shall be liable to the other for indirect, incidental, consequential, or special damages, including loss of use or lost profits.

9. The terms and conditions of this Agreement and Scope of Work and any Clean Harbors change orders or Clean Harbors' daily work sheets signed by both parties constitute the entire agreement between the parties. Additional, conflicting or different terms on any Purchase Order or other preprinted documents issued by Customer shall be void and are hereby expressly rejected by Clean Harbors. In the event that any portion of this Agreement is invalidated for any reason, the parties agree that all other provisions of this Agreement shall remain in force and effect.
10. Customer's representative or agent represents and warrants to Clean Harbors that it is duly authorized to execute this Agreement on Customer's behalf.
11. The validity, interpretation and performance of this Agreement shall be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts and the parties agree to submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for any disputes arising under this Agreement.

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REC'D FINANCE
MAR 21 '23 PM 1:52

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

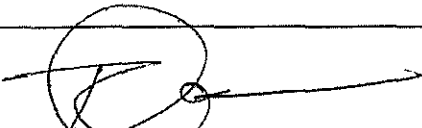
Recreation and Park
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10137	53020	Other Supplies	\$ 30,636	\$ 8,874		(6,500.00)	\$ 2,374
2	10137	53080	Maintenance of Vehicles	\$ 20,750	\$ 43	6,500.00		\$ 6,543
3								
4								
5								
6								
7								
8								
TOTAL						6,500.00	(6,500.00)	\$ 8,918

Explanation:

The original request was done to cover a particular vehicle repair as directed by BOF. This request has been forcasted out over next few months.

Other supplies carries funds due to post departmental coding and updates use of funds for "supplies"


Department Head

Director of Finance

3/20/23
Date

3/27/23
Date

First Selectman

Date

Commission/Board Approval

Date



03/27/2023 12:26
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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
101 GENERAL FUND						
10137 RECREATION AND PARKS						
51110 ADMINISTRATION						
10137 51110	ADMINISTRATION 0.00	202,499.00	198,744.82	0.00	3,754.18	98.1%
51210 CLERICAL AND TECHNICAL						
10137 51210	CLERICAL AND TECHNICAL 0.00	88,399.00	52,839.19	0.00	35,559.81	59.8%
51220 CUSTODIAL						
10137 51220	CUSTODIAL 0.00	21,232.00	12,687.45	0.00	8,544.55	59.8%
51450 EXTRA DUTY						
10137 51450	EXTRA DUTY 0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10137 51451	EXTRA DUTY REGULAR WAGES 0.00	0.00	0.00	0.00	0.00	.0%
51610 PARKS MAINTENANCE						
10137 51610	PARKS MAINTENANCE 0.00	393,147.00	300,213.42	0.00	92,933.58	76.4%
51620 RECREATION PROGRAMS						
10137 51620	RECREATION PROGRAMS -29,250.00	292,088.00	281,228.66	0.00	10,859.34	96.3%

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

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a tier 1p solution

P 2
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51630 SUMMER JOBS FOR MINORS						
10137 51630	SUMMER JOBS FOR MINORS 0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10137 51810	OVERTIME 27,264.00	27,264.00	23,952.04	0.00	3,311.96	87.9%
51910 FRINGE BENEFITS						
10137 51910	FRINGE BENEFITS 7,073.00	7,073.00	2,774.73	0.00	4,298.27	39.2%
51920 F.I.C.A.						
10137 51920	F.I.C.A. 81,163.00	81,163.00	61,937.27	0.00	19,225.73	76.3%
52010 ADVERTISING						
10137 52010	ADVERTISING 2,760.00	2,760.00	1,364.00	0.00	1,396.00	49.4%
52020 POSTAGE						
10137 52020	POSTAGE 6,100.00	8,100.00	3,724.01	1,804.17	2,571.82	68.2%
52040 SERVICE CONT AND REPAIRS						
10137 52040	SERVICE CONT. AND REPAIRS 37,436.00	14,240.00	3,407.44	92.41	10,740.15	24.6%
52050 DUES CONFER						
10137 52050	DUES, CONFERENCES & EDUCATION 3,650.00	3,650.00	1,420.00	0.00	2,230.00	38.9%



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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52060 PRINTING						
10137 52060	PRINTING 0.00	0.00	0.00	0.00	0.00	.0%
52070 REIMBURSABLE EXPENSES						
10137 52070	REIMBURSABLE EXPENSES 150.00	150.00	0.00	0.00	150.00	.0%
52080 TELEPHONE						
10137 52080	TELEPHONE 2,848.00	2,848.00	1,941.11	555.66	351.23	87.7%
52090 HEATING FUEL						
10137 52090	HEATING FUEL 7,055.00	7,055.00	2,281.87	0.00	4,773.13	32.3%
52100 ELECTRICITY						
10137 52100	ELECTRICITY 11,840.00	11,840.00	1,113.30	0.00	10,726.70	9.4%
52110 WATER						
10137 52110	WATER 4,604.00	4,604.00	3,386.76	0.00	1,217.24	73.6%
52120 SEWER						
10137 52120	SEWER 2,635.00	2,635.00	1,781.50	0.00	853.50	67.6%
52206 XFER TO COMMUNITY EVENTS FUND						
10137 52206	XFER TO COMMUNITY EVENTS FUND 4,750.00	4,750.00	4,750.00	0.00	0.00	100.0%



03/27/2023 12:26
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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
52380 PROGRAMS						
10137 52380	PROGRAMS	0.00	25,757.60	5,504.00	8,970.40	77.7%
52390 CO-SPONSORED PROGRAMS						
10137 52390	CO-SPONSORED PROGRAMS	0.00	34,793.00	0.00	6,756.00	83.7%
52420 MAINTENANCE OF PROPERTY						
10137 52420	MAINTENANCE OF PROPERTY	10,000.00	77,200.71	876.07	4,565.22	94.5%
53010 OFFICE SUPPLIES						
10137 53010	OFFICE SUPPLIES	5,000.00	4,043.44	0.00	2,319.56	63.5%
53020 OTHER SUPPLIES						
10137 53020	OTHER SUPPLIES	0.00	18,522.95	4,853.99	7,259.06	76.3%
53080 MAINTENANCE VEHICLES						
10137 53080	MAINTENANCE VEHICLES	12,250.00	32,992.00	0.00	8.00	100.0%
53090 FUELS AND LUBRICANTS						
10137 53090	FUELS AND LUBRICANTS	0.00	13,151.66	0.00	6,164.34	68.1%
54020 EQUIPMENT						
10137 54020	EQUIPMENT	0.00	0.00	0.00	0.00	.0%



03/27/2023 12:26
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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

03/27/2023 12:26
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL RECREATION AND PARKS						
1,452,431.00	-23,196.00	1,429,235.00	1,166,008.93	13,686.30	249,539.77	82.5%
TOTAL GENERAL FUND						
1,452,431.00	-23,196.00	1,429,235.00	1,166,008.93	13,686.30	249,539.77	82.5%
TOTAL EXPENSES						
1,452,431.00	-23,196.00	1,429,235.00	1,166,008.93	13,686.30	249,539.77	
GRAND TOTAL						
1,452,431.00	-23,196.00	1,429,235.00	1,166,008.93	13,686.30	249,539.77	82.5%

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

57

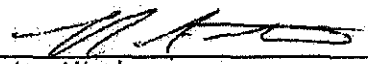
TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Police Department
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	10129	52080	Telephone	\$30,846.00	-\$3,061.33	\$4,700.00		\$1,638.67
2	10129	52040	Service Contracts & Repairs	\$26,269.00	\$13,792.88		\$4,700.00	\$9,092.88
3	10129	51810	Overtime	\$150,075.00	\$12,167.22	\$15,000.00		\$27,167.22
4	10129	51420	Patrol	\$3,437,122.00	\$967,477.69		\$15,000.00	\$972,477.69
5	10129	51820	Replacement Overtime	\$360,508.00	\$62,001.98	\$37,500.00		\$99,501.98
8	10129	51830	Training & Education	\$135,202.00	\$71,345.78		\$37,500.00	\$33,845.78
9	10129	51110	Administrative	\$497,883.00	\$126,729.86	\$13,000.00		\$139,729.86
10	10129	51420	Patrol	\$3,437,122.00	\$972,477.69		\$13,000.00	\$959,477.69
11	10129	51210	Clerical	\$247,200.00	\$65,488.78	\$3,000.00		\$68,488.78
12	10129	51420	Patrol	\$3,437,122.00	\$959,477.69		\$3,000.00	\$956,477.69
13	10129	51430	Detective	\$500,643.00	\$129,225.44	\$4,000.00		\$133,225.44
14	10129	51420	Patrol	\$3,437,122.00	\$956,477.69		\$4,000.00	\$952,477.69
15	10129	53070	Auto Repairs	\$32,000.00	\$2,680.08	\$8,000.00		\$10,680.08
14	10129	53180	Police Equip. & Supplies	\$44,664.00	\$10,838.24		\$8,000.00	\$2,838.24
Total						\$86,200.00	\$86,200.00	

The transfer from Service Contracts to Telephone is to cover expected costs through June 30, 2023. The negative amount in current balance is due to Purchase Orders being created, however there is still funding in this line. (Approx. \$5,800 as of March 27, 2023). The transfer from Training and Education is a portion of the BOE funding provided each year to assist with overtime costs. The transfer from Patrol to Administrative, Clerical and Detective is to cover costs associated with out of budget cycle collective bargaining agreements approved by the RTM. The transfer to Auto Repairs is to cover increased repairs and maintenance for the police fleet.


Department Head

3/28/23
Date

Kim Allen
Director of Finance

3/29/23
Date

First Selectman

Date

Commission/Board Approval

Date



03/29/2023 08:16
kallen

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

P
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10129 POLICE DEPARTMENT						
51110 ADMINISTRATION						
10129 51110	ADMINISTRATION 497,883.00	497,883.00	371,153.14	0.00	126,729.86	74.5%
51210 CLERICAL AND TECHNICAL						
10129 51210	CLERICAL AND TECHNICAL 247,200.00	247,200.00	181,711.22	0.00	65,488.78	73.5%
51220 CUSTODIAL						
10129 51220	CUSTODIAL 46,098.00	46,098.00	33,104.91	0.00	12,993.09	71.8%
51420 PATROL						
10129 51420	PATROL 3,437,122.00	3,433,322.00	2,445,844.31	0.00	987,477.69	71.2%
51421 MARINE PATROL						
10129 51421	MARINE PATROL 23,914.00	27,714.00	20,831.58	0.00	6,882.42	75.2%
51430 DETECTIVE						
10129 51430	DETECTIVE 500,643.00	500,643.00	371,417.56	0.00	129,225.44	74.2%
51435 COMMUNITY SERVICE OFFICER						
10129 51435	COMMUNITY SERVICE OFFICER 123,688.00	123,688.00	85,220.66	0.00	38,467.34	68.9%



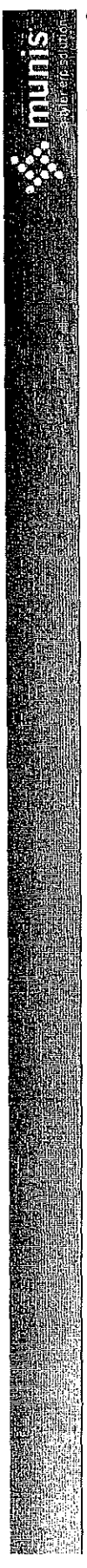
03/29/2023 08:16
kallen

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

P 2
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51450 EXTRA DUTY						
10129 51450	EXTRA DUTY	0.00	704.22	0.00	-704.22	100.0%*
51810 OVERTIME						
10129 51810	OVERTIME	150,075.00	137,907.78	0.00	12,167.22	91.9%
51820 REPLACEMENT OVERTIME						
10129 51820	REPLACEMENT OVERTIME	360,508.00	298,506.02	0.00	62,001.98	82.8%
51830 TRAINING & EDUCATION						
10129 51830	TRAINING & EDUCATION	135,202.00	63,856.22	0.00	71,345.78	47.2%
51910 FRINGE BENEFITS						
10129 51910	FRINGE BENEFITS	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10129 51920	F.I.C.A.	428,081.00	302,162.27	0.00	125,918.73	70.6%
52010 ADVERTISING						
10129 52010	ADVERTISING	500.00	223.00	0.00	277.00	44.6%
52020 POSTAGE						
10129 52020	POSTAGE	2,000.00	647.35	0.00	1,352.65	32.4%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10129 52030	PROFESSIONAL FEES 15,000.00	15,000.00	10,685.67	0.00	4,314.33	71.2%
52040 SERVICE CONT AND REPAIRS						
10129 52040	SERVICE CONT. AND REPAIRS 26,269.00	26,269.00	9,995.85	1,796.10	14,477.05	44.9%
52050 DUES CONFER						
10129 52050	DUES, CONFERENCES & EDUCATION 1,785.00	1,785.00	1,319.15	0.00	465.85	73.9%
52060 PRINTING						
10129 52060	PRINTING 1,200.00	1,200.00	485.48	0.00	714.52	40.5%
52080 TELEPHONE						
10129 52080	TELEPHONE 30,846.00	30,846.00	24,074.58	9,814.70	-3,043.28	109.9%*
52090 HEATING FUEL						
10129 52090	HEATING FUEL 0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10129 52100	ELECTRICITY 0.00	0.00	0.00	0.00	0.00	.0%
52115 WATER & SEWER CHARGES						
10129 52115	WATER & SEWER CHARGES 0.00	0.00	0.00	0.00	0.00	.0%



03/29/2023 08:16
kallen

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

P 4
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52300 TRAINING & EDUCATION						
10129 52300	85,500.00	85,500.00	61,689.98	0.00	23,810.02	72.2%
52305 OSHA COMPLIANCE						
10129 52305	5,500.00	5,500.00	924.50	0.00	4,575.50	16.8%
52370 CLOTHING OR UNIFORM ALLOW						
10129 52370	79,215.00	79,215.00	76,124.34	0.00	3,090.66	96.1%
52440 DATA PROCESSING SERVICES						
10129 52440	0.00	0.00	0.00	0.00	0.00	.0%
52520 CRIMINAL JUSTICE PLANNER						
10129 52520	13,950.00	13,950.00	13,926.00	0.00	24.00	99.8%
53010 OFFICE SUPPLIES						
10129 53010	1,000.00	1,000.00	745.46	0.00	254.54	74.5%
53020 OTHER SUPPLIES						
10129 53020	7,000.00	7,000.00	4,747.58	0.00	2,252.42	67.8%
53070 AUTO REPAIRS						
10129 53070	32,000.00	32,000.00	27,499.44	0.00	4,500.56	85.9%



03/29/2023 08:16
kallen

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53090 FUELS AND LUBRICANTS						
10129 53090	FUELS AND LUBRICANTS 0.00	108,767.00	85,722.30	0.00	23,044.70	78.8%
53100 TIRES						
10129 53100	TIRES 0.00	10,854.00	7,614.93	2,885.07	354.00	96.7%
53150 BUILDING MAINTENANCE						
10129 53150	BUILDING MAINTENANCE 0.00	0.00	0.00	0.00	0.00	.0%
53180 POLICE SUPPLIES						
10129 53180	POLICE EQUIP. & SUPP. -950.00	43,714.00	32,505.56	0.00	11,208.44	74.4%
53210 SELECTIVE ENFORCEMENT						
10129 53210	SELECTIVE ENFORCEMENT 0.00	2,500.00	1,000.00	0.00	1,500.00	40.0%
53220 MARINE PATROL						
10129 53220	MARINE PATROL 950.00	5,950.00	5,163.66	0.00	786.34	86.8%
53260 DOG WARDEN SUPPLIES						
10129 53260	DOG WARDEN SUPPLIES 0.00	60,000.00	60,000.00	0.00	0.00	100.0%
53320 CHALLENGE						
10129 53320	CHALLENGE 0.00	0.00	0.00	0.00	0.00	.0%



03/29/2023 08:16
kallen

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

6
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54020 EQUIPMENT						
10129 54020 EQUIPMENT	0.00	4,250.00	3,263.44	0.00	986.56	76.8%
54040 NEW AUTOS						
10129 54040 VEHICLES EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL POLICE DEPARTMENT	0.00	6,488,214.00	4,740,778.16	14,495.87	1,732,939.97	73.3%
TOTAL GENERAL FUND	0.00	6,488,214.00	4,740,778.16	14,495.87	1,732,939.97	73.3%
TOTAL EXPENSES	0.00	6,488,214.00	4,740,778.16	14,495.87	1,732,939.97	
GRAND TOTAL	0.00	6,488,214.00	4,740,778.16	14,495.87	1,732,939.97	73.3%

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



DEPARTMENT OF PLANNING AND DEVELOPMENT

TO: Board of Selectmen

FROM: Jonathan E. Mullen, AICP, Planning Director

DATE: March 30, 2023

RE: Bid Waiver Request for Engineering Services related to the Mago Point Overflow Parking Lot Improvements

I am requesting a Bid Waiver in accordance with Section 3.08.050 of the Town of Waterford Code of Ordinances. The Waiver is needed for services provided by the Town's on call engineer Haley Ward for \$25,500. Services will include production of construction plans and an updated cost estimate for the Mago Point Overflow Parking Lot project.

Waiving the bid requirement is in the best interest of the Town because it would allow this project, which vital to the redevelopment of the Mago Point area and which has been in preliminary design since 2018, to move forward toward construction.

9

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Moses
Date: March 29, 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, on Behalf of the Recreation & Parks Department, Asset#101211, 2013 Toro Ground Master w/Plow Tag: P65. This item has outlived its usefulness to the town and has been replaced through the Fleet Management plan with a 2022 Ventrac System.

This item will be disposed of by auction on GovDeals.

Thank you for your consideration

Shea Moses

Shea Moses
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

WATERFORD RECREATION AND PARKS COMMISSION

DATE: March 29, 2023
TO: Board of Selectmen
FROM: Ryan McNamara, Director of Recreation & Parks
SUBJECT: Fleet Management Replacement Surplus

The Recreation and Parks Department requests your consideration for transferring the following equipment to the Purchasing Agent to declare surplus in accordance with policy:

- Asset# 101211 2013 Toro GroundMaster w/Plow Tag: P65

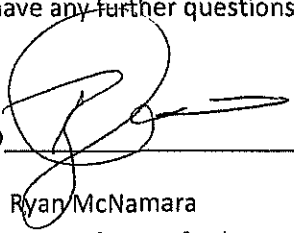
The equipment was replaced through the Fleet Management plan with a 2022 Ventrac System.

The vehicle can be located at Veteran's Garage for sale or parts.

Thank you for your time and consideration.

If you have any further questions, please call.

SIGNED _____


Ryan McNamara
Town of Waterford
Director of Recreation and Parks

10a

March 24, 2023

132 Oswegatchie Road
Waterford, Connecticut 06320

VIA HAND DELIVERY

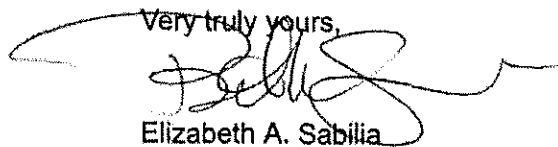
David Campo
Town Clerk
Town of Waterford
15 Rope Ferry Road
Waterford, Connecticut 06385

Dear Mr. Campo:

Due to professional commitments, I write to resign as Selectman of the Town of Waterford effective at 12:00 am, March 25, 2023. As a member of the Representative Town Meeting, the Board of Finance, and the Board of Selectmen, it has been my distinct honor to work for my neighbors in Town. It has been my pleasure to work toward financial transparency and fairness, increased library access, modernization of the fire services, adequate funding for retirement obligations, and a more equitable and welcoming Waterford.

While I will miss my time in elected office, I will continue to advocate for progress in Waterford and look forward to doing so as a private citizen through other continued volunteer opportunities. Again, many thanks to the citizens of Waterford for allowing me to serve on their behalf. Our neighbors are always our best resources. It has been my honor and my distinct pleasure to represent them.

Very truly yours,



Elizabeth A. Sabilia

Cc: Rob Brule, First Selectman

10b

WATERFORD DEMOCRATIC TOWN COMMITTEE

P.O. Box 979 • Waterford, CT • 06385

March 29, 2023

Rob Brule

First Selectman

15 Rope Ferry Road

Waterford, CT 06385

Dear Mr. Brule,

The Waterford Democratic Town Committee would like to recommend Greg Attanasio to fill the position on the Board of Selectman left vacant after Beth Sabilia's resignation last week.

Greg has represented the 2nd District on the RTM for the past four years and I believe that experience will aid his smooth transition onto the Board.

Please let me know if you need any further information from me.

Yours truly,


Cathy Barnard

Chair

Waterford Democratic Town Committee

Cathybarnard514@yahoo.com / 860 306-2147

Mr. John O'Neill
 121 Great Neck Road
 Waterford, Connecticut 06385

Dear John,

It is my personal Loss to have to
 resign from the Historic Properties Commission,
 but health Conditions I have make me say
 Goodby.

It has been a wonderful experience!
 and the friendships made will always be
 in my heart!!

I consider each of you to be a friend!

I wish you great success in finishing the
 projects of the Historic properties

Yondly, Vivian A. Brooks

With Special thanks to Bob Nye, John O'Neil,

Deb Walters, Patrick Crotty
 Ellen Olynick
 Mark Olynick

Robert M. Nye
 Ellen Olynick
 Debra Walters
 Mark Olynick

And of course our First Selectmen
 Mr. Rob Brute

14a

Shannon Withey

From: Robert Brule
Sent: Sunday, March 26, 2023 9:45 PM
To: Nick Kepple
Cc: Shannon Withey
Subject: Fwd: Data Center Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Follow up with Rob

My regards,

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273

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Begin forwarded message:

From: "Dr. Lisa" <dr.lisakuntz@gmail.com>
Date: March 25, 2023 at 9:46:37 PM EDT
To: Robert Brule <rbrule@waterfordct.org>
Cc: Lisa Kuntz <dr.lisakuntz@gmail.com>
Subject: Data Center Meeting

CAUTION: This email originated from outside of the organization.
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First Selectman Brule,

Thank you so much for taking the time to meet with the MPA members this morning about the proposed data centers on the Dominion property. It is very much appreciated. I know you took extensive notes, but I wanted to email you with the points/concerns that are most important to me. In addition, if there is something I can do to help with the vetting process of this project, please let me know.

I have read the proposal documents for the data center available on line and can see that the town, Dominion and the developer are committed to following the letter of the law. While I appreciate that, I would like to see the developer and Dominion go beyond what is required to what would be best/ideal and forward thinking for the quality of life of everyone in the area and the environment. Specifically, as a neighbor of Dominion I would like to see the following concerns addressed.

-Noise from the power plant. The noise from the existing power plant should be addressed first. I realize that when the plant was built it met the requirements at that time. However, the world has only gotten noisier and addressing this would be a good faith gesture that would go a long way in convincing me that everyone involved will do the right things for the neighborhood and the environment in the design and construction of the data centers. Meeting minimum, legally required standards is not enough.

-Wildlife concerns. Where will the wildlife that will be displaced by the data centers go? What provisions will be made for the wildlife? What effect will the data centers have on the wildlife that remains? If there is no impact anticipated, how can this be known? The data centers are not yet built.

-Aesthetics. How will these buildings be built to blend in with the environment? What natural barriers will be preserved or planted? There are not good natural barriers for the power plant so this is a concern.

-Noise. From my perspective, for the project to be seriously considered, making sure that there is a noise abatement plan required for BOTH the power plant and data centers is essential. I fully support my neighbor, who stated he designed the noise monitoring for schools in Waterford, helping with this project. I agree that the week long monitoring to create a noise abatement plan as required by law is NOT reflective of the experience of living near the power plant. I would volunteer my home as a monitoring station as well and support on-going monitoring of some type after the data centers are in operation.

-Water. It is my understanding that the water to cool the equipment in the data centers are part of a self contained system and that when the water needs to be emptied, it will be taken off site. Can this be written into the regulations so that dumping of this water can never be done on the Dominion property? Where will this water be dumped? I would like to know and understand where this is being done and the impact on the environment of that area.

-Land Use. While I understand that access to the power plant land was restricted after 9/11, I do think this would be a good time to request a reevaluation of this. As part of this project, if it is approved, I would like MPA members (and Waterford community members) to have access to the property for walking trails. This was possible many years ago and with the expansion on the property to a business other than the power plant, it seems like a reasonable request.

-Cranberry Pond. What if any impact will there be on Cranberry Pond? If there is no impact anticipated, please explain. In conjunction with this, there is an access road to the Dominion property and a pipe for drainage under this road from Cranberry Pond. No one seems to take ownership of the road or the pipe, which is I need of repair. Is this project a way to get someone to take ownership of the road leading up to Dominion by the main beach at MPA? Is this a way to force work on the pipe and better preserve Cranberry Pond?

-Traffic. It is my understanding that traffic for construction and future employees of the data centers will NOT affect the MPA neighborhood. Can this be written into the construction plan and final approval? It is my experience that if it is NOT written down, it does not exist.

-Construction Schedule and Noise. If the project is approved, what steps will be taken to control noise? Will the surrounding neighbors have any say in when construction takes place? The proposal contains lots of language about deadlines, but does not clearly indicate when the work would take place or how the noise associated with that process will be addressed.

-EMFs. The study of the impact of EMFs appears to be in its infancy. Will there be any monitoring of EMFs from the data centers? Will the construction of the buildings have the ability to limit EMFs released into the environment?

-Transparency. I appreciate your commitment to transparency. What is the plan for communicating with community members?
I fully understand the potential fiscal benefits of this plan for Waterford, Dominion and the developer. Are any immediate benefits being considered for residents of MPA or other surrounding neighborhoods? For example, free access to the new fiber optic technology for immediate neighbors of the data centers...

Again, thank you for this morning's meeting and for reading this email. Feel free to contact me with questions.

Dr. Lisa Kuntz

Sent from my iPhone

146

Shannon Withey

From: Robert Brule
Sent: Sunday, March 26, 2023 9:46 PM
To: Nick Kepple
Cc: Shannon Withey
Subject: Fwd: Company who wrote guidelines for Data Centers

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Follow up with Rob

My regards,

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273

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Begin forwarded message:

From: Kathy Sheaffer <sbtoothlady@gmail.com>
Date: March 25, 2023 at 9:07:52 PM EDT
To: Robert Brule <rbrule@waterfordct.org>
Subject: Company who wrote guidelines for Data Centers

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https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fthesiliconreview.com%2fmagazine%2fprofile%2fthe-leader-in-data-center-compliance-uptime-and-innovation-lifeline-data-centers-llc&c=E,1,PO_oQbN3ZPgTgFR3AwLSlz7E6l4TrUIvBjU06x34O_B-jeUEyR9mMFTRFZ6UGV9UmULQiTQhFi3yU4ObHXUqwCie0w75jNbmjMwHITrXcM-

2YLJx2Dwg&typo=1

Mr Brule.

Just in case you were interested in Lifeline Data Centers Inc reputation in the business world. I know many will question who they are, after reading the guidelines that they wrote.

Kathleen Sheaffer
Sent from my iPhone

14C

Shannon Withey

From: NICHOLAS FIORILLO <metrowestrealty@yahoo.com>
Sent: Monday, March 27, 2023 5:11 PM
To: Thomas Quinn; CHRISTOPHER REGAN; Nicholas J. Nesgos; David J. Reier; Benjamin Greene; George A. McLaughlin III; Joel Faller; Peter Spitalny; Jake Spitalny; Sam Spitalny; James Stoller; James Fuller; Jeff Groper; benjamin.greene@arentfox.com; smasterson@sdmlawgroup.com; rzoobhill@goldmanpease.com; ray; Joan Green; spiro@raygreen.com; Justin Murphy; steve Q Gotspace; pstelian@bluevistallc.com; Rachel Fox; msvigos@bluevistallc.com; schase@bluevistallc.com; christine.mcguinness@afslaw.com; david.barbash@afslaw.com; avlupo@afslaw.com; Nathaniel J. Hyman; Jazmin Scott; Lauren Haskins; Sean Gilligan; Jim Loughlin; Nkreuzer; Jeffrey Hellman; Jonathan Levin; Bill Sack; MIKE DOYLE; Jeff Denner; Bradford Eric (USTP); Eliot B. Gersten; Bruce Zawodniak; Frank DiSanti; Dan Najarian; dan@mclaughlinco.com; justyan.millerbmccentral@jud.state.ma.us; Dan Duquette; Ks6; Kevin T. Peters; kate.fraiman@mass.gov; cmwoods@fbi.gov; Matthew Welnicki; Michael Powers; Joe Powers; internalaffairs@pd.boston.gov; kps@salvaggiolegal.com; mmsatterwhite@maslawfirmplc.com; Chase Quinn; firstselectman@bozrahct.org; First Selectman; k.drelich@theday.com; Brendan Crowley; greenbergg@gtlaw.com; kevin@salvaggiolawgroup.com; Neil Kreuzer
Subject: Breaking News: Providence, R.I. 30b R.I.C.O Gotspace Data et al v NE Edge, Thomas Quinn, Green, Bornstien, Mc Laughlin, Spitalny, Green, et al
Attachments: GotspaceData V NE Edge, LLC Thomas Quinn.pdf; Gotspace Exhibit #1.pdf; Gotspace Data Exhibit #2.pdf
Follow Up Flag: Follow up
Flag Status: Flagged
Categories: Follow up with Rob

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Ladies and Gentlemen,

As a result of the NE Edge Enterprises's continued criminal conspiracy against Nicholas Fiorillo, CEO of Gotspace Data Partners, within in the Secret Courts of Boston, the December, 2022, thirty-billion dollar racketeering action captioned, *Gotspace Data, LLC v. NE Edge, LLC* has been dismissed and refiled in the Federal Court of Rhode Island, in the action captioned *Ocean Development Partners, LLC v. NE Edge*. The Plaintiffs' lead attorney, Kevin Salvaggio, has refiled this landmark case, far away from the corruption that controls the Massachusetts judicial system, infamous for being one of the most corrupt justice systems in the history of the United States.

The existence of Secret Courts of Boston is not just rumor and folklore, as spotlighted by the Boston Globe's investigative reporting of the Roman Catholic Church Abuse scandal of children, and the cover ups in the legal system which went on for as long as 70 years. The Defendants in this instant action and their corrupt friends in low places, are for the time being still "in Power" continuing to run rampant, roughshod and relentless, in their pursuit to unlawfully charge Nicholas Fiorillo, with a crime he never committed. This, in order to coerce him to pay up and turn over, via extorted settlement agreements, upwards of \$500,000,000 in valuable real estate, trade secrets and cash, to a group of enterprising racketeers and their political "hacks." Just "secret business as usual" in our City on the Hill, where Thomas Quinn and the NE Edge racketeers have been hard at work, hidden not so well behind the secret court's curtains, where their now former friends with their black robes, who have now turned their backs on this group's sinister plot, to financially derail the development of the New England Data Corridor.

The Gotspace Data Plaintiffs have noticed the secret courts of Massachusetts of voluntary dismissal without prejudice, and are taking their legal fight down to Providence, on their own just terms and conditions, with the help of the FBI and under the watchful eyes of the three special prosecutors who are investigating Boston DA Hayden, and the rest of the usual suspects. Gotspace has every right under Federal Rule of Civil Procedure 41(a)(1)(A)(i), to break free from the Secret Courts' corrupt hands, and seek a fair, prudent, and unbiased high court of law found in the state of Rhode Island. The State where Thomas Quinn, one of the ringleaders of the NE Edge RICO Enterprise has been living, since being run out of Massachusetts for his involvement in another loan to own criminal conspiracy, with co-defendants Stuart Bornstien and Attorney George Mc Laughlin. Allegations levied against them for "loaning to own" the Verde Group, another Data center development company that the Quinn group had "loan sharked" and embezzled upwards of \$100,000,000 in real estate and cash away from widow Donna Green, the wife of the developer Joel Green.

These Plaintiffs are **not** able to rely on Massachusetts Attorney General, Rachel Rollins, for any federal oversight, as she has been removed from any cases involving allegations of police and judicial corruption, within the BMC and SSC civil and criminal courts. The Inspector General now has an order upon the US Attorney's Office, Rachel Rollins and the Suffolk District Attorney's Office, Kevin Hayden, a "no contact order." It clearly is just another day of unjust business in Boston, in light of the ongoing political and police corruption investigation of the Suffolk County DA's office, the Boston Police and their "show cause" nepotistic schemes behind the closed doors at both the BMC and SSC courthouses. The decision to bring this landmark case against Thomas Quinn and the NE Edge Enterprise under Federal Racketeering laws in the State of Rhode Island, will give all the citizens

of New England some comfort. as justice will be served by way of an unbiased jury someday soon in Providence, and any injustices will soon be undone by the Inspector General of the United States. The men and women who have been appointed as special counsel, as there is such a crystal clear pattern of political and judicial corruption and weaponization of the judicial system, by a select few.

Nicholas Fiorillo,

Gotspace Data Partners, CEO

Please see attached complaint and exhibits filed today in the Federal District Court of Rhode Island.

14d

Shannon Withey

From: Robert Brule
Sent: Wednesday, March 29, 2023 3:03 PM
To: Kathleen McKnight; Ryan Healy
Cc: Shannon Withey
Subject: RE: Data Center
Attachments: sound Analysis.png

Hello Kathleen,

Thank you for understanding and appreciating me meeting with this small group from the Millstone East Homeowners Association. They wanted me to address some noise concerns that directly impacted their specific neighborhood bordering the property, so I obliged. No hand outs were given out, I just wanted to be able to be listen to the residents and be accessible to them. Goshen FD was used because everyone couldn't fit in the HOA Presidents home. Please know, as much as I completely support this project for the taxpayers of Waterford and Quaker Hill, I do have concerns about the low pitch humming noise, which I mentioned to the homeowners. Exhaustive steps will be put in place to ensure the noise concern is addressed, it is a priority of the Host Fee Agreement regarding "Sound Analysis", which I referred to in my talk with the residents and attached for you on this email. Just as important, I explained to the HOA members that there would be transparent P+Z public meetings and Conservation Commission meetings on the project, when that day approaches. There is no shortcut to responsible development. Please feel free to call me anytime, set up a meeting with me, I am willing to listen to your concerns. I am gathering a great deal of feedback from neighbors of the property and your feedback from two miles up the river, is equally important to me. My office number is 860-444-5834 and look forward to meeting and discussing and hope this helps reduce your concerns.

My regards,

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273



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From: Kathleen McKnight <kkmcknight11@gmail.com>
Sent: Wednesday, March 29, 2023 1:49 PM
To: First Selectman <firstsel@waterfordct.org>; Ryan Healy <rhealy6679@gmail.com>
Subject: Data Center

CAUTION: This email originated from outside of the organization.

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I understand that there was a closed door meeting at the Goshen Fire Dept on March 25 2023 about the Data Center. I looked at the new website and found no news about the Data Center or what was said at that meeting. I understand that a small meeting with the residents most affected by the Center was appropriate, however, I believe that the information given out should be available to all the residents of Waterford.

As you know, I have done a bit of research on the low frequency fan noise that has been the focus of so many complaints about Data Centers in other states.

I would support the Center if and only if the noise from the fans were addressed so that the surrounding homes within 2 miles were not exposed to that most annoying and disruptive 24/7 fan noise. I understand that the Data Centers in the news are much bigger than that proposed for Waterford, but there is always the possibility that NE Edge would like to expand in the future.

I also understand that the laws governing noise levels do not address low or high frequencies, but focus on a narrow band that was found by OSHA to adversely affect hearing and have no bearing on most of the frequencies that we can hear and do not address those frequencies heard by wildlife. Therefore, hearing that NE Edge would follow all noise regulations brings no comfort.

I would greatly appreciate learning what was said to the Millstone Pt residents at that closed door meeting. At this time, I believe that since we live about 2 miles up the Niantic River, we would most likely only be affected when the wind is from the southeast or when it is foggy or rainy.

I base that supposition on the fact that we do not hear the train whistle except on foggy or rainy days and when the wind is quite strong from the southeast.

I also am concerned about the effect of that low frequency noise on wildlife since Millstone Pt is listed on the CT DEEP website as having habitats that have endangered species and is on the Great Atlantic Flyway for migrating birds, butterflies (especially Monarchs) and dragonflies (which are critical for mosquito control). There are an increasing number of studies about how noise pollution is adversely affecting owl and other predator hunting, breeding, communication and navigation by many species of birds and mammals.

Please let me know how I can access the information that was given to the residents most affected by the Data Center.

Cordially,

Kathleen Coss

8. Sound Analysis

For the two Qualified Data Centers proposed to be located on the Facility, the Owner shall retain an Institute of Noise Control Board Certified Noise Control Engineer ("Owner Consultant") who will prepare a sound monitoring protocol to determine the pre-existing background sound level. The monitoring protocol plan shall indicate where, when and how sound monitoring is to be conducted. Said plan shall measure the sound at one or more locations nearest to the residences in hourly increments for one week (168 hours continuously) (hereinafter referred to as "Noise Baseline"). Said monitoring protocol plan shall be submitted to Waterford for its consultant's review and any recommendations. The Owner's Consultant shall complete the monitoring per the protocol, analyze the data and create design goals to achieve a standard which is acceptable to Waterford as advised by its consultant.

The Owner's Consultant shall then model sound levels transmitted from all structures to the nearest residences, propose controls and demonstrate compliance through modeling of the sound standards approved by the Town. The Owner's Consultant shall prepare a report describing limits/design goals, noise, and vibration control concepts to be implemented in the design of the Facility. The report and computer modeling shall be in Cadna/A compliant format to be submitted to Waterford for its consultant's review and comment within sixty (60) days of receipt of the Owner's Consultant's monitoring protocol plan by Waterford. If approved by Waterford in consultation with its consultant, the Owner's Consultant will collaborate with the Owner in designing and implementing the acoustical concepts into the design drawings for the approved plan. A final acoustical design report signed by the Owner's Consultant detailing the acoustic design shall be submitted to Waterford along with the permitting documents which shall be reviewed by Waterford's consultant for its review and comment. To be clear, the structures must meet the protocol set forth herein separately and cumulatively as developed. Waterford, in conferring with its consultant, shall determine if the final acoustical design report complies with the approved plan within thirty (30) days of receipt of the Owner's Consultant's final acoustical design report by Waterford.

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended thru 3/31/22	Expended 1/1/23 thru 4/30/2023	Balance Available
1: PUBLIC HEALTH				
1.2 COVID-19 Testing				
Wfd-1.2-01 COVID Test Kits PROJECT COMPLETE	\$ 3,499.84			\$ -
JP Morgan CC (Amazon)		\$ 899.00		
JP Morgan CC (Wal-Mart)		\$ 2,537.09		
JP Morgan CC (CVS)		\$ 63.75		
SUBTOTAL		\$ 3,499.84	\$ -	
1.5 Personal Protective Equipment				
Wfd-1.5-01 PPE Supplies	\$ 1,000.00			\$ 1,000.00
SUBTOTAL		\$ -	\$ -	
1.7 Other COVID-19 Public Health Expenses				
Wfd-1.7-01 First Responder CADlink Equipment and Software	\$ 80,570.00			\$ 8,903.59
Hanger 14 Solutions LLC		\$ 4,200.00		
Slate Pages LLC		\$ 8,395.20		
Tactical Communications		\$ 4,634.50		
FIRSTNet/AT&T Mobility		\$ 9,557.34		
FirstNet (monthly service fee)		\$ 7,824.40		
		\$ 2,323.00	\$ 1,715.72	
			\$ 6,590.12	
Central Square		\$ 15,000.57		
		\$ 975.00		
Central Square		\$ 5,000.00		
Best Buy		\$ 3,743.36		
ePlus (Equipment MDM License)		\$ 1,707.20		
SUBTOTAL		\$ 63,360.57	\$ 8,305.84	
Wfd-1.7-02 ESO Fire RMS Software PROJECT COMPLETE	\$ 10,924.00			\$ -
ESO Solutions		\$ 7,728.95	\$ 3,195.00	
SUBTOTAL		\$ 7,728.95	\$ 3,195.00	

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TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended thru 3/31/22	Expended 1/1/23 thru 4/30/2023	Balance Available
Wfd-1.7-03 Dispatch Upgrades PROJECT COMPLETE	\$ 26,663.00		\$ 26,662.50	\$ -
Eaton			\$ 26,662.50	
SUBTOTAL		\$ -	\$ 26,662.50	
1.12 Mental Health Services				
Wfd-1.12-01 Human Services Coordinator	\$ 266,101.00	\$ 15,229.25		\$ -
Oct 4, 2021 - January 10, 2022		\$ 15,178.02		
January 11 - March 31, 2022			\$ 14,949.12	
April 1 - June 30, 2022			\$ 13,369.83	
July 1 - September 30, 2022			\$ 14,324.44	
Oct 1 - Dec 31, 2022			\$ 17,894.21	
January 1 - March 31, 2023			\$ 60,537.60	
SUBTOTAL		\$ 30,407.27	\$ 60,537.60	
1.14 Other COVID-19 Public Health Services				
Wfd-1.14-01 Ledgelight Health District PROJECT COMPLETE	\$ 55,479.00	\$ 55,478.90		\$ -
Ledgelight Health District		\$ 55,478.90	\$ -	
SUBTOTAL		\$ 55,478.90	\$ -	
PUBLIC HEALTH SUBTOTAL	\$ 444,236.84	\$ 160,475.53	\$ 98,700.94	\$ 9,903.59
2: NEGATIVE ECONOMIC IMPACTS				
2.32 Small Business Economic Assistance (General)				
Wfd-2.32-01 Waterford Small Business Grants	\$ 300,000.00			\$ 155,253.80
The Day (Consulting Services Bid Advertisement)			\$ 246.20	
Brianna Regine Visionary Consulting			\$ 5,500.00	
			\$ 11,000.00	
			\$ 11,000.00	
			\$ 5,500.00	
			\$ 11,000.00	

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended		Balance Available
		Expended thru 3/31/22	1/1/23 thru 4/30/2023	
Small Business Payments				
A Cut Above Hair Design, LLC			\$ 10,000.00	
Milaras Piggery LLC			\$ 10,000.00	
Waterford Gymnastics			\$ 10,000.00	
Ivy's Simply Homemade LLC			\$ 10,000.00	
Nana's Byre LLC			\$ 10,000.00	
Dream In Color			\$ 8,500.00	
Filomena's LLC			\$ 10,000.00	
Utopia Salon			\$ 10,000.00	
SUBTOTAL		\$ -	\$ 122,746.20	
 2.35 Aid to Tourism, Travel or Hospitality Wfd-2.35-01 Eugene O'Neill Theater				
Charles Pasteryak Asphalt Paving	\$ 588,765.00		\$ 527,117.06	
Reele Media			56,647.94	
			3,500.00	
SUBTOTAL		\$ -	\$ 60,147.94	
NEGATIVE ECONOMIC IMPACTS SUBTOTAL	\$ 888,765.00	\$ -	\$ 182,894.14	\$ 682,370.86

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended thru 3/31/22	Expended		Balance Available
			1/1/23 thru 4/30/2023		
5: INFRASTRUCTURE					
5.5 Clean Water: Other Sewer Infrastructure	\$ 54,361.28				\$ -
Wfd-5.5-01 Cross Road Pump Station Upgrade PROJECT CANCELLED					
Wright-Pierce Corp		\$ 3,627.24			
		\$ 12,310.00			
		\$ 7,468.27			
		\$ 8,473.72			
		\$ 5,500.99	\$ 6,004.96		
			\$ 2,980.00		
			\$ 7,996.11		
SUBTOTAL		\$ 37,380.21	\$ 16,981.07		
Wfd-5.5-02 Old Norwich Road Pump Station Upgrade	\$ 1,097,938.72				\$ 971,563.72
Wright-Pierce Corp		\$ 3,627.24			
		\$ 12,310.45			
		\$ 7,468.26			
		\$ 8,473.71			
		\$ 5,500.98	\$ 6,004.96		
			\$ 7,996.11		
			\$ 2,980.00		
			\$ 3,799.95		
SUBTOTAL		\$ 37,380.64	\$ 20,781.02		

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

		BUDGET	Expended thru 3/31/22	Expended 1/1/23 thru 4/30/2023	Balance Available
Wfd-5.5-03	Gorman Pump Station Control Panels Upgrade	\$ 163,750.00	\$	\$ 55,900.00	\$ 49,907.82
	US Automation			\$ 55,900.00	
	NorthEast Electrical			\$ 98.04	
	NorthEast Electrical			\$ 788.44	
	NorthEast Electrical			\$ 401.82	
	NorthEast Electrical			\$ 36.54	
	The Granite Group			\$ 287.84	
	Grainger			\$ 53.90	
	Grainger			\$ 375.60	
	SUBTOTAL		\$ 55,900.00	\$ 57,942.18	
5.14 Drinking Water: Storage					
Wfd-5.14-01	Fargo Lane Water Tower Rehab	\$ 1,200,000.00	\$	\$ 4,500.00	\$ 1,141,000.00
	Lenard Engineering		\$	\$ 2,000.00	\$ 800.00
			\$	\$ 3,653.90	\$ 2,000.04
				\$ 1,499.84	
				\$ 2,500.00	
	SUBTOTAL		\$ 10,153.90	\$ 11,646.14	
5.21 Broadband: Other Projects					
Wfd-5.21-01	Broadband/Security Upgrades at Pump Stations	\$ 680,322.00	\$	\$ 480.00	\$ 674,748.00
	ePlus (security laptops maint contract)		\$	\$ 5,094.00	
	ePlus (security laptops)		\$	\$ 5,574.00	
	SUBTOTAL			\$ -	
	INFRASTRUCTURE SUBTOTAL	\$ 3,196,372.00	\$ 146,388.75	\$ 107,350.41	\$ 2,837,220

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended thru 3/31/22	Expended		Balance Available
			1/1/23 thru 4/30/2023	4/30/2023	
6: REVENUE REPLACEMENT					
6.1 Wfd-6.1-01 Civic Triangle Park ADA Revitalization	\$ 950,000.00		\$ -	\$ -	\$ 918,123.98
Kent & Frost			\$ -	\$ -	
The Day			\$ 413.63	\$ 413.63	
Spectrum Environmental					
SUBTOTAL		\$ -	\$ 413.63		
Wfd-6.1-02 Town GIS Updates	\$ 37,500.00	\$ 1,085.00	\$ 2,119.78	\$ 18,687.72	
Tighe&Bond		\$ 542.50	\$ 1,600.00		
		\$ 2,286.25	\$ 3,795.00		
			\$ 1,920.00		
			\$ 250.00		
			\$ 805.00		
			\$ 497.50		
			\$ 1,908.75		
SUBTOTAL		\$ 3,913.75	\$ 12,896.03		

TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
January 1, 2023 - March 31, 2023

	BUDGET	Expended thru 3/31/22	Expended 1/1/23 thru 4/30/2023	Balance Available
Wfd-5.21-02 Cyber Security PROJECT COMPLETE	\$ 25,168.00		\$ -	\$ -
ePlus (security assessment)			\$ 3,220.00	
ePlus (Duo Subscription)			\$ 1,872.00	
			\$ 1,608.00	
Consolidated Computing (PURE Maintenance)			\$ 18,468.00	
SUBTOTAL		\$ -	\$ 25,168.00	
REVENUE REPLACEMENT SUBTOTAL	\$ 1,012,668.00	\$ 3,913.75	\$ 38,477.66	\$ 936,812
TOTAL	<u>\$ 5,542,041.84</u>	<u>\$ 310,778.03</u>	<u>\$ 427,423.15</u>	<u>\$ 4,466,305.69</u>