

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

RECEIVED FOR RECORD
WATERFORD, CT

2023 JUN -5 P 2:34

ATTEST: *Daniel J. Campos*
TOWN CLERK

**UPDATED AGENDA
BOARD OF SELECTMEN REGULAR MEETING**

June 6, 2023

5:00 PM

Waterford Town Hall (Appleby Room)

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

- 1. Call to Order & Roll Call:**
- 2. Pledge of Allegiance**
- 3. Public Comment:**
- 4. Youth and Family Services:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the Human Services Administrator, Dani Gorman, in the amount of \$4,025, for youth development programs, support groups and afterschool activities and forward on to the Board of Finance if approved.
- 5. Senior Services:** To consider and act on the following request for a FY23 In-Series Transfer from the Human Services Administrator, Dani Gorman, in the amount of \$3,000, for overtime.
- 6. Senior Services:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the Human Services Administrator, Dani Gorman, in the amount of \$6,070, for unprecedented mental health services and programs and forward on to the Board of Finance if approved.
- 7. Tax Collection – Rate Bill & Tax Warrant:** To consider and act on the Board of Selectmen signing the Rate Bill and Tax Warrant for the 2022 Grand List and forward on to the Tax Collector to commence with tax collection.
- 8. Planning & Zoning:** To consider and act on a request for an additional

appropriation from Director of Planning, Jonathan Mullen, in the amount of \$766,181 to line #31123-57857 (Civic Triangle Upgrades/Dredging) and forward on to the Board of Finance if approved.

9. **Emergency Management:** To consider and act on the following request for a FY23 In-Series Transfer from the Emergency Management Supervisor, Steven Sinagra, in the amount of \$5,000, for training of new hires.
10. **Emergency Management:** To consider and act on the following request for a FY23 In-Series Transfer from the Emergency Management Supervisor, Steven Sinagra, in the amount of \$3,500, for radio equipment component failures needing replacement.
11. **Emergency Operation Center:** To consider and act on a contract between the Town of Waterford and State of Connecticut to join the Statewide Emergency Telecommunications System, pursuant to the attached proposed State License Agreement.
12. **Disposition of Town Property (Ordinance, Chapter 3.08.020):** To consider and act on a recommendation from Shea Moses, Purchasing Agent, on behalf of the Police Department for surplus disposal of a 2011 Ford Expedition, asset #101120, by auction.
13. **Fire Services:** To consider and act on the following request for a FY23 In-Series Transfer from the Fire Services Administrator, Michael Howley, in the amount of \$2,000.
14. **Finance Department:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$856, for cost adjustments and forward on to the Board of Finance if approved.
15. **IT Department:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the IT Manager, Jeffrey Robillard, in the amount of \$4,387, for cost adjustments and forward on to the Board of Finance if approved.
16. **First Selectman:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the First Selectman, Rob Brule, in the amount of \$1,683, for cost adjustments and forward on to the Board of Finance if approved.

- 17. Assessors Office:** To consider and act on the following request for a FY23 Out-of-Series Transfer from the Assessor, Paige Walton, in the amount of \$12,441, for cost adjustments and forward on to the Board of Finance if approved.
- 18. Insurance:** To consider and act on the following request for a FY23 In-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$7,000.
- 19. Human Resources:** To consider and act on authorizing the First Selectman to sign the following Town of Waterford Eligible Governmental 457 Plan documents to include: amendment to implement the SECURE Act and other law changes; amendment for the CARES Act; and the updated Adoption Agreement.
- 20. Appointments & Resignations:**
 - 20a.** To consider and act on the reappointment of Wade Thomas to the Conservation Commission to fill the term of 6/1/23-5/31/28.
 - 20b.** To consider and act on the reappointment of Matthew Keatley to the Conservation Commission to fill the term of 6/1/23-5/31/28.
 - 20c.** Jane Adams formal resignation letter from the Harbor Management Commission.
- 21. New Business:** To consider and act on a request for an additional appropriation from the Chief of Police, Marc Balestracci, in the amount of \$65,664 to Line # 10129-51110 (Administrative) for an employee retirement payout and forward on to the Board of Finance if approved.
- 22. Old Business:**
- 23. Correspondence:**
- 24. Consent Agenda**
 - 24a.** Tax Refund
 - 24b.** Board of Selectmen Meeting Minutes May 16, 2023
- 25. Adjournment:**

TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

10119

DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10119	51210	Clerical	73,253.00	25,067.00		(4,025.00)	21,042.00
2	10119	52050	Dues, Conferences, & Education	0.00	0.00	25.00		25.00
3	10119	52380	Programs	4,000.00	(1,180.00)	4,000.00		2,820.00
4								0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
TOTAL						4,025.00	(4,025.00)	

Explanation

We have experienced unprecedented request for service in the program line. We use this line to provide positive youth development programs, support groups, and afterschool

Dani Gorman (email)

Department Head

5/24/2023

Date

Kim Allen

Director of Finance

5/24/2023

Date _____

BOS Approved

First Selectman

Date

Commission/Board Approval

Date _____



05/24/2023 15:22
kallen

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10119 YOUTH SERVICE BUREAU						
51110 ADMINISTRATION						
10119 51110	ADMINISTRATION	151,689.00	108,456.43	0.00	43,232.57	71.5%
51210 CLERICAL AND TECHNICAL						
10119 51210	CLERICAL AND TECHNICAL	73,253.00	48,186.42	0.00	25,066.58	65.8%
51810 OVERTIME						
10119 51810	OVERTIME	0.00	189.00	0.00	-189.00	100.0%*
51910 FRINGE BENEFITS						
10119 51910	FRINGE BENEFITS	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10119 51920	F.I.C.A.	17,208.00	11,115.25	0.00	6,092.75	64.6%
52020 POSTAGE						
10119 52020	POSTAGE	200.00	166.14	0.00	33.86	83.1%
52030 PROFESSIONAL FEES						
10119 52030	PROFESSIONAL FEES	22,000.00	23,424.66	1,748.21	-3,172.87	114.4%*

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kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52040 SERVICE CONT AND REPAIRS						
10119 52040	SERVICE CONT AND REPAIRS 0.00	1,060.00	911.25	15.21	133.54	87.4%
52050 DUES CONFER						
10119 52050	DUES, CONFERENCES & EDUCATION 0.00	550.00	574.75	0.00	-24.75	104.5%*
52080 TELEPHONE						
10119 52080	TELEPHONE 0.00	2,200.00	1,802.29	156.60	241.11	89.0%
52100 ELECTRICITY						
10119 52100	ELECTRICITY 0.00	0.00	0.00	0.00	0.00	.0%
52110 WATER						
10119 52110	WATER 0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10119 52120	SEWER 0.00	0.00	0.00	0.00	0.00	.0%
52380 PROGRAMS						
10119 52380	PROGRAMS 0.00	4,000.00	5,180.19	0.00	-1,180.19	129.5%*
54060 OFFICE EQUIPMENT						
10119 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%

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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL YOUTH SERVICE BUREAU 272,160.00	0.00	272,160.00	200,006.38	1,920.02	70,233.60	74.2%
TOTAL GENERAL FUND 272,160.00	0.00	272,160.00	200,006.38	1,920.02	70,233.60	74.2%
TOTAL EXPENSES 272,160.00	0.00	272,160.00	200,006.38	1,920.02	70,233.60	
GRAND TOTAL 272,160.00	0.00	272,160.00	200,006.38	1,920.02	70,233.60	74.2%

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

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TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

SENIOR SERVICES
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10135	51110	Administration	\$ 159,774	\$ 45,934		(3,000.00)	\$ 42,934
2	10135	51810	Overtime	\$ 931	\$ (1,726)	3,000.00		\$ 1,274
3								
4								
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						3,000.00	(3,000.00)	

Explanation:

Overtime is needed due to short staff & work load

dg

Department Head

Kim Allen

Director of Finance

5/24/2024

Date

5/30/23

Date

First Selectman

Date

Commission/Board Approval

Date

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

FOR 2023 13

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ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10135 SENIOR CITIZEN COMMISSION						
51110 ADMINISTRATION						
10135 51110	ADMINISTRATION -5,430.00	154,344.00	110,804.13	0.00	43,539.87	71.8%
51210 CLERICAL AND TECHNICAL						
10135 51210	CLERICAL AND TECHNICAL 0.00	225,273.00	196,801.36	0.00	28,471.64	87.4%
51635 SENIOR PROGRAM INSTRUCTORS						
10135 51635	SENIOR PROGRAM INSTRUCTORS 0.00	21,518.00	21,463.54	0.00	54.46	99.7%
51810 OVERTIME						
10135 51810	OVERTIME 1,800.00	2,731.00	4,643.64	0.00	-1,912.64	170.0%*
51910 FRINGE BENEFITS						
10135 51910	FRINGE BENEFITS 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10135 51920	F.I.C.A. 0.00	31,174.00	24,877.14	0.00	6,296.86	79.8%
52010 ADVERTISING						
10135 52010	ADVERTISING 0.00	344.00	0.00	0.00	344.00	.0%

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10135 52020	POSTAGE	1,920.00	1,288.88	0.00	631.12	67.1%
52030 PROFESSIONAL FEES						
10135 52030	PROFESSIONAL FEES	2,280.00	0.00	1,600.00	680.00	70.2%
52039 ADA SERVICES						
10135 52039	ADA SERVICES	450.00	0.00	0.00	450.00	.0%
52040 SERVICE CONT AND REPAIRS						
10135 52040	SERVICE CONT. AND REPAIRS	13,134.00	15,489.32	144.04	-2,499.36	119.0%*
52050 DUES CONFER						
10135 52050	DUES, CONFERENCES & EDUCAT	926.00	869.42	0.00	56.58	93.9%
52070 REIMBURSABLE EXPENSES						
10135 52070	REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	.0%
52090 HEATING FUEL						
10135 52090	HEATING FUEL	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10135 52100	ELECTRICITY	0.00	0.00	0.00	0.00	.0%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52115 WATER & SEWER CHARGES						
10135 52115 WATER/SEWER	0.00	0.00	0.00	0.00	0.00	.0%
52130 PHYSICAL EXAMINATIONS						
10135 52130 PHYSICAL EXAMINATIONS	0.00	1,216.00	872.45	0.00	343.55	71.7%
52380 PROGRAMS						
10135 52380 PROGRAMS	200.00	350.00	566.86	0.00	-216.86	162.0%*
53010 OFFICE SUPPLIES						
10135 53010 OFFICE SUPPLIES	0.00	507.00	387.51	0.00	119.49	76.4%
53020 OTHER SUPPLIES						
10135 53020 OTHER SUPPLIES	0.00	2,715.00	2,714.29	0.00	0.71	100.0%
53070 AUTO REPAIRS						
10135 53070 AUTO REPAIRS	0.00	3,128.00	1,489.04	0.00	1,638.96	47.6%
53080 AUTOMOTIVE MAINTENANCE						
10135 53080 AUTOMOTIVE MAINTENANCE	0.00	0.00	0.00	0.00	0.00	.0%
53090 FUELS AND LUBRICANTS						
10135 53090 FUELS AND LUBRICANTS	0.00	7,270.00	5,537.75	0.00	1,732.25	76.2%

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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54020 EQUIPMENT						
10135 54020	FITNESS EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
54030 KITCHEN EQUIPMENT						
10135 54030	KITCHEN EQUIPMENT 0.00	120.00	101.12	0.00	18.88	84.3%
54050 AUTOMOTIVE EQUIPMENT						
10135 54050	AUTOMOTIVE EQUIPMENT 1,000.00	1,897.00	1,966.95	0.00	-69.95	103.7%*
54060 OFFICE EQUIPMENT						
10135 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL SENIOR CITIZEN COMMISSION	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%
TOTAL GENERAL FUND	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%
TOTAL EXPENSES	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	
GRAND TOTAL	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%

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

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TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

10135
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10135	51110	Administration	159,774.00	45,933.00		(6,070.00)	39,863.00
2	10135	52040	Service Contracts	36,330.00	(2,507.00)	3,500.00		993.00
3	10135	52380	Programs	150.00	(424.00)	2,500.00		2,076.00
4	10135	54050	Auto Equipment	897.00	(70.00)	70.00		0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
				TOTAL	6,070.00	(6,070.00)		

Explanation

The request for these transfers is due to the high demand (unprecedented) for mental health services and programs.

Dani Gorman (email)
Department Head
Kim Allen
Director of Finance

5/24/2023
Date
5/30/23
Date

First Selectman

Date

Commission/Board Approval

Date

05/30/2023 12:57 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10135 SENIOR CITIZEN COMMISSION							
51110 ADMINISTRATION							
10135 51110	159,774.00	ADMINISTRATION -5,430.00	154,344.00	110,804.13	0.00	43,539.87	71.8%
51210 CLERICAL AND TECHNICAL							
10135 51210	225,273.00	CLERICAL AND TECHNICAL 0.00	225,273.00	196,801.36	0.00	28,471.64	87.4%
51635 SENIOR PROGRAM INSTRUCTORS							
10135 51635	21,518.00	SENIOR PROGRAM INSTRUCTORS 0.00	21,518.00	21,463.54	0.00	54.46	99.7%
51810 OVERTIME							
10135 51810	931.00	OVERTIME 1,800.00	2,731.00	4,643.64	0.00	-1,912.64	170.0%*
51910 FRINGE BENEFITS							
10135 51910	0.00	FRINGE BENEFITS 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.							
10135 51920	31,174.00	F.I.C.A. 0.00	31,174.00	24,877.14	0.00	6,296.86	79.8%
52010 ADVERTISING							
10135 52010	344.00	ADVERTISING 0.00	344.00	0.00	0.00	344.00	.0%

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10135 52020 POSTAGE	0.00	1,920.00	1,288.88	0.00	631.12	67.1%
52030 PROFESSIONAL FEES						
10135 52030 PROFESSIONAL FEES	2,280.00	2,280.00	0.00	1,600.00	680.00	70.2%
52039 ADA SERVICES						
10135 52039 ADA SERVICES	0.00	450.00	0.00	0.00	450.00	.0%
52040 SERVICE CONT AND REPAIRS						
10135 52040 SERVICE CONT. AND REPAIRS	-23,196.00	13,134.00	15,489.32	144.04	-2,499.36	119.0%*
52050 DUES CONFER						
10135 52050 DUES, CONFERENCES & EDUCAT	150.00	926.00	869.42	0.00	56.58	93.9%
52070 REIMBURSABLE EXPENSES						
10135 52070 REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	0.00	.0%
52090 HEATING FUEL						
10135 52090 HEATING FUEL	0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10135 52100 ELECTRICITY	0.00	0.00	0.00	0.00	0.00	.0%



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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52115 WATER & SEWER CHARGES						
10135 52115	0.00 WATER/SEWER	0.00	0.00	0.00	0.00	.0%
52130 PHYSICAL EXAMINATIONS						
10135 52130	1,216.00 PHYSICAL EXAMINATIONS	1,216.00	872.45	0.00	343.55	71.7%
52380 PROGRAMS						
10135 52380	150.00 PROGRAMS	350.00	566.86	0.00	-216.86	162.0%*
53010 OFFICE SUPPLIES						
10135 53010	507.00 OFFICE SUPPLIES	507.00	387.51	0.00	119.49	76.4%
53020 OTHER SUPPLIES						
10135 53020	2,715.00 OTHER SUPPLIES	2,715.00	2,714.29	0.00	0.71	100.0%
53070 AUTO REPAIRS						
10135 53070	3,128.00 AUTO REPAIRS	3,128.00	1,489.04	0.00	1,638.96	47.6%
53080 AUTOMOTIVE MAINTENANCE						
10135 53080	0.00 AUTOMOTIVE MAINTENANCE	0.00	0.00	0.00	0.00	.0%
53090 FUELS AND LUBRICANTS						
10135 53090	7,270.00 FUELS AND LUBRICANTS	7,270.00	5,537.75	0.00	1,732.25	76.2%

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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54020 EQUIPMENT						
10135 54020	FITNESS EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
54030 KITCHEN EQUIPMENT						
10135 54030	KITCHEN EQUIPMENT 0.00	120.00	101.12	0.00	18.88	84.3%
54050 AUTOMOTIVE EQUIPMENT						
10135 54050	AUTOMOTIVE EQUIPMENT 1,000.00	1,897.00	1,966.95	0.00	-69.95	103.7%*
54060 OFFICE EQUIPMENT						
10135 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL SENIOR CITIZEN COMMISSION	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%
TOTAL GENERAL FUND	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%
TOTAL EXPENSES	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	
GRAND TOTAL	-23,196.00	471,297.00	389,873.40	1,744.04	79,679.56	83.1%

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

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

To: Board of Selectmen

From: Alan Wilensky, CCMC

Date: June 6, 2023

Subject: Rate Bill and Tax Warrant for the 2022 Grand List

I have attached a Rate Bill and Tax Warrant for the 2022 Grand List. Connecticut General Statute 12-130 directs the Selectmen/Selectwomen to sign the Rate Bill. I would then ask that you deliver the document to a Justice of the Peace or Judge of the Superior Court so that the Tax Warrant may be signed. The entire document should then be returned to me in the tax office in order to commence collection of the taxes.

Please contact me if you have any questions or require additional information.

Thank you.

Alan Wilensky, CCMC
Waterford Tax Collector

Attachment

RATE BILL

Sec. 12-130

May 18, 2023

At a meeting of the Board of Finance of the Town of Waterford legally warned and held on May 17, 2023, it was voted to lay a tax of 21.20 mills on the dollar on the grand list of October 1, 2022.

The annexed Rate Bill is made in accordance with such vote. In accordance with Connecticut General Statutes Sections 12-142, 12-144, and 12-144a, the R.T.M. voted on May 10, 2023, that said tax shall be due and payable as follows: Real Estate over \$100.00 in two equal installments due July 1, 2023, and January 1, 2024; Personal Property, Motor Vehicle and remaining Real Estate due July 1, 2023; and Supplemental Motor Vehicle due January 1, 2024.

Selectmen/Selectwomen

TAX WARRANT

Sec. 12-130 and 12-132

To Alan Wilensky, Collector of Taxes of the Town of Waterford, in the county of New London, Connecticut,
Greeting:

By Authority of the State of Connecticut, you are hereby commanded forthwith to collect of each person named in the annexed list his proportion of the same, as therein stated, being a tax laid by the Board of Finance of the Town of Waterford on the 17th day of May, A.D. 2023. And you are to pay the amount of said tax, less abatements, and less taxes the lien for which has been continued by certificate to the Treasurer of said Town of Waterford on or before the 10th day of each month, A.D. 2023-2024. And if any person fails to pay his proportion of said tax, upon demand, you are to levy upon his goods and chattels, and dispose of the same as the law directs; and after satisfying said tax and the lawful charges, return the surplus, if any, to him; and if such goods and chattels do not come to your knowledge, you are to levy upon his real estate, and sell enough thereof to pay his tax and the costs of levy, and give to the purchaser a deed thereof; or you are to garnish the wages due such person from any employer, in the same manner as if judgement therefor had been entered, in accordance with section 52-361.

Dated at Waterford, Connecticut, this _____ day of _____, A.D. 2023.

Judge of the Superior Court/Justice of the Peace

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Rob Brule, First Selectman

FROM: Jonathan E. Mullen, AICP, Planning Director

DATE: May 18, 2023

TITLE: Additional Appropriation Request for Pond Dredging

This request is for an appropriation to the budget for Civic Triangle Upgrades and Dredging Capital Improvement project. The originally approved budget for this project was \$246,209 of which \$67,390 has been appropriated for planning and design. The remaining balance currently available to the Town is \$178,819. The project was put out to bid twice, once in January and again in February of 2023. The Town received no bids in the first round and only one bid in the second round. The price of dredging in the second round bid is \$945,000. The requested additional appropriation bridges the gap between the existing project fund balance and the quoted price and will allow the Town to properly dredge the pond.

Additional Appropriation Request: Civic Triangle Upgrades/Dredging – 31123-57857

	Line Item	Amount Requested
To: Civic Triangle Upgrades/Dredging	31123-57857	\$766,181
Total		\$766,181

DRAFT AIA Document G703 - 1992

Continuation Sheet

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. Use Column I on Contracts where variable retainage for line items may apply.										APPLICATION NO: 001		APPLICATION DATE: PERIOD TO:		ARCHITECT'S PROJECT NO:	
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)					
			FROM PREVIOUS APPLICATION (D + E)												
	Mobilization	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00					
	Site Erosion Controls	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	75,000.00	0.00					
	Clearing and Grubbing	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	85,000.00	0.00					
	Water handling	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	125,000.00	0.00					
	Spoils Stock pile location prep	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	0.00					
	Pond dredging	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	300,000.00	0.00					
	Handling and Disposal of Controlled material	420,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	420,000.00	0.00					
	Site grading	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	200,000.00	0.00					
	Structural excavation	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	0.00					
	Site Concrete	130,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	130,000.00	0.00					
	Site electrical	260,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	260,000.00	0.00					
	Site furnishings	35,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	35,000.00	0.00					
	Landscaping	279,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	279,000.00	0.00					
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00					
	Deduct Alternate #1	348,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	348,000.00	0.00					
	Deduct Alternate #2	1,225,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	1,225,000.00	0.00					
	Deduct Alternate #3	690,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	690,000.00	0.00					
	Deduct Alternate #4	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00					
	Deduct Alternate #5	125,000.00	0.00	0.00	0.00	0.00	0.00	0.00%	125,000.00	0.00					
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00					
	GRAND TOTAL	\$4,607,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,607,000.00	\$0.00					

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User Notes:

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Emergency Management
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10122	51440	DISPATCH PERSONNEL	\$ 613,371	\$ 151,436		\$ 5,000	\$ 156,436
2	10122	51830	TRAINING & EDUCATION	\$ 7,080	\$ (2,211)	\$ 5,000		\$ 2,789
3								\$ -
4								\$ -
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						5,000.00	5,000.00	

Explanation:

Dispatchers have been attending training at a higher rate than usual as more courses have become available due to the end of COVID restrictions.

Dispatch personnel has excess funds due to the vacant full-time positions over the course of the fiscal year due to retirements. Those positions are slowly being filled as training of new hires continues.

Steven Sinagra
Department Head

May 24, 2023
Date

Director of Finance

Date

First Selectman

Date

Commission/Board Approval

Date

05/24/2023 15:36
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Town of Waterford, CT
YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND							
10122 EMERGENCY MANAGEMENT							
51110 ADMINISTRATION							
10122 51110	78,611.00	ADMINISTRATION 0.00	78,611.00	71,414.11	0.00	7,196.89	90.8%
51210 CLERICAL AND TECHNICAL							
10122 51210	3,486.00	CLERICAL AND TECHNICAL 0.00	3,486.00	2,997.12	0.00	488.88	86.0%
51240 EDUCATIONAL INCENTIVE							
10122 51240	2,300.00	DISPATCH EDUCATION INCENTIVE 0.00	2,300.00	0.00	0.00	2,300.00	.0%
51440 DISPATCH							
10122 51440	663,371.00	DISPATCH PERSONNEL -50,000.00	613,371.00	461,935.19	0.00	151,435.81	75.3%
51810 OVERTIME							
10122 51810	134,630.00	DISPATCH OVERTIME 50,000.00	184,630.00	178,695.59	0.00	5,934.41	96.8%
51823 EMERGENCY PERSONNEL							
10122 51823	1,800.00	EMERGENCY PERSONNEL 0.00	1,800.00	0.00	0.00	1,800.00	.0%
51830 TRAINING & EDUCATION							
10122 51830	7,080.00	TRAINING & EDUCATION 0.00	7,080.00	9,291.22	0.00	-2,211.22	131.2%*

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

FOR 2023 13

	ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51920 F.I.C.A.							
10122 51920	68,552.00	F.I.C.A. 0.00	68,552.00	53,673.37	0.00	14,878.63	78.3%
52010 ADVERTISING							
10122 52010	200.00	ADVERTISING 0.00	200.00	0.00	0.00	200.00	.0%
52020 POSTAGE							
10122 52020	1,000.00	POSTAGE 0.00	1,000.00	0.00	0.00	1,000.00	.0%
52030 PROFESSIONAL FEES							
10122 52030	1,000.00	PROFESSIONAL FEES 140.00	1,140.00	1,140.00	0.00	0.00	100.0%
52040 SERVICE CONT AND REPAIRS							
10122 52040	40,034.00	SERVICE CONT. AND REPAIRS 0.00	40,034.00	37,023.03	1,542.70	1,468.27	96.3%
52050 DUES CONFER							
10122 52050	21,984.00	DUES, CONFERENCES & EDUCATION -140.00	21,844.00	7,241.56	0.00	14,602.44	33.2%
52060 PRINTING							
10122 52060	200.00	PRINTING 0.00	200.00	2.45	0.00	197.55	1.2%
52070 REIMBURSABLE EXPENSES							
10122 52070	0.00	REIMBURSABLE EXPENSES 0.00	0.00	0.00	0.00	0.00	.0%



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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52080 TELEPHONE						
10122 52080 TELEPHONE	0.00	28,368.00	17,552.40	3,690.02	7,125.58	74.9%
52100 ELECTRICITY						
10122 52100 ELECTRICITY	0.00	0.00	0.00	0.00	0.00	.0%
52300 TRAINING & EDUCATION						
10122 52300 TRAINING, EDUCATION & EMERG	0.00	2,600.00	259.01	0.00	2,340.99	10.0%
52370 CLOTHING OR UNIFORM ALLOW						
10122 52370 DISPATCH CLOTHING ALLOWANCE	0.00	3,760.00	493.47	0.00	3,266.53	13.1%
52415 GENERATOR MAINTENANCE						
10122 52415 GENERATOR MAINTENANCE	0.00	6,200.00	3,109.26	3,086.74	4.00	99.9%
53010 OFFICE SUPPLIES						
10122 53010 OFFICE SUPPLIES	42.85	292.85	292.85	0.00	0.00	100.0%
53020 OTHER SUPPLIES						
10122 53020 OTHER SUPPLIES	0.00	1,030.00	2,894.20	0.00	-1,864.20	281.0%*
53090 FUELS AND LUBRICANTS						
10122 53090 FUELS AND LUBRICANTS	-42.85	987.15	527.69	0.00	459.46	53.5%

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53120 SHELTER SUPPLIES						
10122 53120 SHELTER SUPPLIES	0.00	600.00	0.00	0.00	600.00	.0%
53130 RADIOLOGICAL SUPPLIES						
10122 53130 RADIOLOGICAL SUPPLIES	0.00	400.00	254.24	0.00	145.76	63.6%
54120 DISPATCH CENTER EQUIPMENT						
10122 54120 DISPATCH CENTER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
54150 SURPLUS EQUIPMENT						
10122 54150 SURPLUS EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
54190 EMERGENCY EQUIPMENT						
10122 54190 EMERGENCY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EMERGENCY MANAGEMENT	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%
TOTAL GENERAL FUND	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%
TOTAL EXPENSES	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%
GRAND TOTAL	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%

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

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

Emergency Management
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Budget Amount	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Budget Amount
1	10122	52050	DUES, CONF. & EDUCATION	\$ 21,844	\$ 14,602		\$ 3,500	\$ 18,102
2	10122	52040	SERVICE CONTRACT & REPAIRS	\$ 40,034	\$ (376)	\$ 3,500		\$ 3,124
3								\$ -
4								\$ -
5								\$ -
8								\$ -
9								\$ -
10								\$ -
TOTAL						3,500.00	3,500.00	

Explanation:

Dues, conferences and education has excess funds as in-person training is still ramping up from the end of COVID restrictions.

Service contracts and repairs is over budget due to radio equipment component failures needing replacement.

Steven Sinagra
Department Head

May 24, 2023
Date

Director of Finance

Date

First Selectman

Date

Commission/Board Approval

Date



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10122 EMERGENCY MANAGEMENT						
51110 ADMINISTRATION						
10122 51110	ADMINISTRATION 0.00	78,611.00	71,414.11	0.00	7,196.89	90.8%
51210 CLERICAL AND TECHNICAL						
10122 51210	CLERICAL AND TECHNICAL 0.00	3,486.00	2,997.12	0.00	488.88	86.0%
51240 EDUCATIONAL INCENTIVE						
10122 51240	DISPATCH EDUCATION INCENTIVE 0.00	2,300.00	0.00	0.00	2,300.00	.0%
51440 DISPATCH						
10122 51440	DISPATCH PERSONNEL -50,000.00	613,371.00	461,935.19	0.00	151,435.81	75.3%
51810 OVERTIME						
10122 51810	DISPATCH OVERTIME 50,000.00	184,630.00	178,695.59	0.00	5,934.41	96.8%
51823 EMERGENCY PERSONNEL						
10122 51823	EMERGENCY PERSONNEL 0.00	1,800.00	0.00	0.00	1,800.00	.0%
51830 TRAINING & EDUCATION						
10122 51830	TRAINING & EDUCATION 0.00	7,080.00	9,291.22	0.00	-2,211.22	131.2%*

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

IP 2
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51920 F.I.C.A.						
10122 51920	F.I.C.A.	68,552.00	53,673.37	0.00	14,878.63	78.3%
52010 ADVERTISING						
10122 52010	ADVERTISING	200.00	0.00	0.00	200.00	.0%
52020 POSTAGE						
10122 52020	POSTAGE	1,000.00	0.00	0.00	1,000.00	.0%
52030 PROFESSIONAL FEES						
10122 52030	PROFESSIONAL FEES	1,140.00	1,140.00	0.00	0.00	100.0%
52040 SERVICE CONT AND REPAIRS						
10122 52040	SERVICE CONT. AND REPAIRS	40,034.00	37,023.03	1,542.70	1,468.27	96.3%
52050 DUES CONFER						
10122 52050	DUES, CONFERENCES & EDUCATION	21,984.00	7,241.56	0.00	14,602.44	33.2%
52060 PRINTING						
10122 52060	PRINTING	200.00	2.45	0.00	197.55	1.2%
52070 REIMBURSABLE EXPENSES						
10122 52070	REIMBURSABLE EXPENSES	0.00	0.00	0.00	0.00	.0%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52080 TELEPHONE						
10122 52080	TELEPHONE 28,368.00	28,368.00	17,552.40	3,690.02	7,125.58	74.9%
52100 ELECTRICITY						
10122 52100	ELECTRICITY 0.00	0.00	0.00	0.00	0.00	.0%
52300 TRAINING & EDUCATION						
10122 52300	TRAINING, EDUCATION & EMERG 2,600.00	2,600.00	259.01	0.00	2,340.99	10.0%
52370 CLOTHING OR UNIFORM ALLOW						
10122 52370	DISPATCH CLOTHING ALLOWANCE 3,760.00	3,760.00	493.47	0.00	3,266.53	13.1%
52415 GENERATOR MAINTENANCE						
10122 52415	GENERATOR MAINTENANCE 6,200.00	6,200.00	3,109.26	3,086.74	4.00	99.9%
53010 OFFICE SUPPLIES						
10122 53010	OFFICE SUPPLIES 250.00	292.85	292.85	0.00	0.00	100.0%
53020 OTHER SUPPLIES						
10122 53020	OTHER SUPPLIES 1,030.00	1,030.00	2,894.20	0.00	-1,864.20	281.0%*
53090 FUELS AND LUBRICANTS						
10122 53090	FUELS AND LUBRICANTS 1,030.00	987.15	527.69	0.00	459.46	53.5%

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

IP 4
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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53120 SHELTER SUPPLIES						
10122 53120 SHELTER SUPPLIES	0.00	600.00	0.00	0.00	600.00	.0%
53130 RADIOLOGICAL SUPPLIES						
10122 53130 RADIOLOGICAL SUPPLIES	0.00	400.00	254.24	0.00	145.76	63.6%
54120 DISPATCH CENTER EQUIPMENT						
10122 54120 DISPATCH CENTER EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
54150 SURPLUS EQUIPMENT						
10122 54150 SURPLUS EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
54190 EMERGENCY EQUIPMENT						
10122 54190 EMERGENCY EQUIPMENT	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EMERGENCY MANAGEMENT	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%
TOTAL GENERAL FUND	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%
TOTAL EXPENSES	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	
GRAND TOTAL	0.00	1,068,486.00	848,796.76	8,319.46	211,369.78	80.2%

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

**LICENSE AGREEMENT
BY AND BETWEEN
THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES
AND PUBLIC PROTECTION
AND
TOWN OF WATERFORD**

This License Agreement, made this day of _____, 2023, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the Town of Waterford, acting herein by Robert J. Brule, its First Selectman, duly authorized, hereinafter referred to as "the Town" or "the Contractor", having a principal office at 15 Rope Ferry Road, Waterford, Connecticut 06385. This License Agreement ("AGREEMENT" or "Contract") is intended to set forth the parties' agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the Town and use by the Town of Town-owned subscriber units for incorporation into the CLMRN.

WITNESSETH:

WHEREAS, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

WHEREAS, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

WHEREAS, the Town wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

WHEREAS, both DESPP and the Town believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the Town's borders, while it provides such improved service at a greater value to taxpayers;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Terms and Conditions

This contract is subject to the Terms and Conditions of Exhibit 1, which is incorporated into this AGREEMENT.

2. Effective Date and Term:

This AGREEMENT shall be effective when all parties have executed it and all required approvals have been granted. This AGREEMENT may be modified upon the mutual written consent of the parties. The initial term of the AGREEMENT shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years' written notice.

3. Authority to Enter into AGREEMENT:

DESPP is authorized to enter into this AGREEMENT by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The Town is authorized to enter into this AGREEMENT pursuant to its general powers provided under CGS § 7-148 et seq. and the Town of Waterford Charter.

4. Town's Responsibilities:

- A. Prior to joining the CLMRN, the Town shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennas, cabling, backup power, recording devices and subscriber devices/units.
- B. The Town may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The Town is responsible for the programming of its subscriber units. Before programming any subscriber units, the Town shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- C. In the event that the Town desires enhanced radio coverage that requires additional radio site(s), the Town shall fund the costs of procuring and equipping any such additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.
- D. The Town shall purchase all portable and mobile radios for ____ Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.
- F. The Town shall secure all necessary licensing fees for all Town purchased and maintained equipment.

- G. The Town shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- H. The Town may make further upgrades during the term of the AGREEMENT, provided that such upgrades are approved by DESPP.
- I. The Town shall provide reasonable support to DESPP in managing the Town's use of the CLMRN.
- J. The Town and DESPP shall mutually agree on an initial programming template and all subsequent changes for all consoles and subscriber units.
- K. The Town agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any third-party without approval of DESPP, except as provided by law.

5. DESPP's Responsibilities

- A. DESPP shall provide reasonable support to the Town for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This AGREEMENT does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.
- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the Town's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the Town and consider the capacity of the overall system, the impact on system management, the desired grade of service as well as the system capacity in the geographic area of the Town when rendering a decision on the request.
- D. DESPP agrees to resolve disputes between it and the Town at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of the Division of Statewide Emergency Telecommunications (DSET) or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.

- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this AGREEMENT.

6. Other Terms and Conditions:

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The Town is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.
- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the Town may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the Town for the purposes as specified in this agreement. System keys are to remain in the possession of the designated Town representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the agreement.
- D. The programming of unauthorized talk groups will be considered a violation of this AGREEMENT and may result in the revocation of programming privileges.
- E. DESPP recognizes that municipalities may have unique public safety needs that may require use of the CLMRN. One area of concern may be the need to respond to emergencies involving school transportation. However, excessive use of the CLMRN can impact capacity on the network for other users. DESPP frequently monitors the amount of traffic on the network (e.g., number of push-to-talks, length of transmissions, etc.) as a means to maintain operational capacity. To this end, the CLMRN is not designed to support routine school bus operations.

In an effort to support the public safety needs of Connecticut municipalities, the Division of Statewide Emergency Telecommunications shall review requests to use the CLMRN by municipalities for school transportation on a case-by-case basis. Requests for this and other proposed uses of the CLMRN must be submitted in writing to the DESPP Connecticut Telecommunications System (CTS) Unit. The Division shall approve requests based on the following:

1. The Request must contain details of proposed and normal day-to-day communication scenarios, including:
 - a. the proposed geographic area of operation;
 - b. the proposed acceptable circumstances for communication;

- c. the proposed number of subscriber units authorized in the fleet; and
 - d. the current and projected system loading.
2. The municipality, in writing, shall demonstrate how use of the CLMRN will be restricted to critical communications related to:
- a. immediate safety of life and
 - b. interoperability with public safety agencies such as police, fire, emergency medical services, or public works.

Final decisions rendered are not subject to appeal. Written requests can be e-mailed to the CTS Unit at: P25@ct.gov. Additional information may be requested by contacting P25@ct.gov.

- F. The Town assumes responsibility and liability for programming of their subscribers and their proper functioning.
- G. Programming can be a complicated and time consuming process. The Town represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- H. The Town represents and warrants to DESPP that they have duly authorized execution and delivery of this AGREEMENT and the obligations assumed by them hereunder; that the Town shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations under and pursuant to this AGREEMENT; that the execution, delivery and performance of this AGREEMENT shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
- I. This AGREEMENT contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- J. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this AGREEMENT.
- K. Any notices required or permitted under this AGREEMENT shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the Town of Waterford:
First Selectman or designee
15 Rope Ferry Road
Waterford, CT 06385

As to the State of Connecticut:
Director of Statewide Emergency
Telecommunications or designee
1111 Country Club Road
Middletown, CT 06457

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES
AND PUBLIC PROTECTION

Date_____

By_____
James C. Rovella
Its Commissioner
Duly Authorized

TOWN OF WATERFORD

Date_____

By_____
Robert J. Brule
Its First Selectman
Duly Authorized

Rev. 11/04/2022 (\$50,000 and over No HIPAA; Non-IT; Non-POS)

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
DIVISION OF STATEWIDE EMERGENCY TELECOMMUNICATIONS
CONNECTICUT LAND MOBILE RADIO NETWORK (CLMRN) LICENSE AGREEMENT
EXHIBIT 1
TERMS AND CONDITIONS**

DEFINITIONS.

Unless expressly provided within a specific provision of this CONTRACT, the following definitions shall apply:

- a. "Agreement" or "Contract" means a Division of Statewide Emergency Telecommunications agreement including but not limited to a Connecticut Land Mobile Radio Network, E911 Subscriber Information, or TeleAtlas access agreement.
- b. Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- c. Contract: This agreement, as of its effective date, between or among the Parties.
- d. "Contractor or Contractor" means any person or entity that is a party to a Division of Statewide Emergency Telecommunications Agreement including but not limited to Connecticut Land Mobile Radio Network, E911 Subscriber Information Database, Shelter, or Tower Operation agreements.
- e. Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- f. Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and as set forth in this CONTRACT.
- g. Goods or Services: Goods, Services, or both, as specified in the Solicitation and set forth in this CONTRACT.
- h. Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- i. Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- j. Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- k. Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be

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- l. governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services "DAS", even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- m. State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.

AUDIT CLAUSE. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

WHISTLEBLOWING. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

ACCESS TO THE CONTRACT AND STATE DATA. The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

FORUM AND CHOICE OF LAW. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be

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transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

TERMINATION.

- a. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- c. The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.

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- f. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g. Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

TANGIBLE PERSONAL PROPERTY.

- a. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - 1. For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - 3. The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - 4. The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and;
 - 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b. For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The

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- d. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

CALL CENTER AND CUSTOMER SERVICE WORK. Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

INDEMNIFICATION.

- a. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- e. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general and/or professional liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- f. This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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SOVEREIGN IMMUNITY. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SUMMARY OF STATE ETHICS LAWS. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS AND RECORDS.

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- b. The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. All audits and inspections shall be at the State's expense.
- e. The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

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- g. The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

CAMPAIGN CONTRIBUTION RESTRICTION. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

PROTECTION OF CONFIDENTIAL INFORMATION.

- a. Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- b. Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- c. The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses

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- d. for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- e. The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- f. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

1. "*Confidential Information*" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
2. "*Confidential Information Breach*" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

EXECUTIVE ORDERS AND OTHER ENACTMENTS.

- a. All references in this AGREEMENT to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the AGREEMENT at any time during its term, or that may be made applicable to the AGREEMENT during its term. This AGREEMENT shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. At the Contractor's request, the Client Agency shall provide a copy of these Enactments to the Contractor. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this AGREEMENT if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

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- b. This AGREEMENT is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this AGREEMENT as if they had been fully set forth in it.
- c. This AGREEMENT may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this AGREEMENT as if fully set forth in it.

NONDISCRIMINATION.

- a. For purposes of this Section, the following terms are defined as follows:
 1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have

Initials: _____

Date: _____

10. the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32- 9n; and
11. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a- 68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and

Initials: _____

Date: _____

- d. practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- e. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- f. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- g. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- h. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- i. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any

such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Initials: _____

Date: _____

- j. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

IRAN ENERGY INVESTMENT CERTIFICATION.

- a. Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

LARGE STATE CONTRACT REPRESENTATION FOR CONTRACTOR. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (1) the Contractor, (2) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (3) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi-public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Initials: _____

Date: _____

LARGE STATE CONTRACT REPRESENTATION FOR OFFICAL OR EMPLOYEE OF STATE AGENCY. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

REPRESENTATIONS AND WARRANTIES.

The Contractor, as appropriate, represent and warrant to the Agency for itself, Contractor Parties, as appropriate, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the Agency under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to section 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

Initials: _____

Date: _____

- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the Agency in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the Agency, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with such Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party or Bidder Party has vested in the Contractor and Bidder plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Agency;

Initials: _____

Date: _____

- (v) if either party Terminates the Contract, for any reason, the Contractor shall relinquish or cause to be relinquished to the Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without the Agency's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Agency, or afford the Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Agency.

Initials: _____

Date: _____

FINANCE DEPARTMENT

Memo

To: The Board of Selectmen
From: Shea Moses
Date: May 26, 2023
Re: Disposal of aged assets

Dear Mr. Brule,

In accordance with the Town Property Ordinance, Chapter 3.08.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Police Department, 2011 Ford Expedition, VIN# 1FMJU1G55BEF53860 Asset ID: 101120 Tag: Car 4. Upon your approval, the Purchasing Agent will dispose of this item by auction.

This vehicle has been replaced in accordance with the fleet plan.

Thank you for your consideration



Shea Moses
Purchasing Agent,
Town of Waterford



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



Marc Balestracci
Police Chief

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

September 7, 2022

First Selectman Rob Brule

Cc: Kim Allen, Finance Director, Rawle Dummett, Purchasing Agent, Board of Police Commissioners

I am respectfully requesting to have the following police vehicles placed on the surplus list:

Car #	Year	Make	Model	VIN
2	2011	Ford	Crown Victoria	2FABP7BV1BX173221
214	2011	Ford	Expedition	1FMJU1G55BEF53860

- sold
12/27/2022

Asset 101120

These vehicles have been removed from service and replaced with new vehicles in accordance with the Town of Waterford Fleet Plan. All of the serviceable police equipment was removed and has either been transferred to the new vehicles or stored at the police department for future use. The vehicles are currently being stored at the Waterford Public Works garage.

Should you have any questions, please let me know.

Respectfully,

Marc Balestracci
Chief of Police

Approved 5.10.2023.

FLEET ASSET ID	TOTAL Asset ID	Licenses Plate No.	DO NOT REPL	Agency Name	Vehicles Assigned to:	Repl. Cycle In Years	Class Description	Asset Model Year	In-Service Date	Gross Vehicle Cost	Model #	Serial #	Year	Total Miles or Usage Hours	Current Expense Rate
CAR 4 (old)	10126	2WFD		POLICE	Patrol	8	SUV	2011	11/7/11	\$25,593	Ford	FMJUHGSBEF33960	2023	70,046mi / 3362hrs	\$902.81
CAR 4 (new)	10126	2WFD		POLICE	Patrol	8	SUV	2022	07/12/22	\$34,585	Ford	FM5KEABJNGA27556	2023	70,986mi / 3526hrs	\$902.81

TOWN OF WATERFORD

TRANSFER REQUEST FORM

In Series (Over \$1000)

FIRE SERVICES
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	Budget Transfer INCREASE	Budget Transfer DECREASE	REVISED Available Budget
1	10123	53020	Other supplies	\$ 15,000	\$ (1,198)	2,000.00		\$ 802
2	10123	53113	Volunteer Awards	\$ 5,000	\$ 3,001		(1,000.00)	\$ 2,001
3	10123	53114	Medical Supplies	\$ 8,000	\$ 1,510		(1,000.00)	\$ 510
10								\$ -
TOTAL						2,000.00	(2,000.00)	

Explanation:

1-3 This overage is due to transferring money out of line item earlier in the year.

Emailed
Department Head

5/17/2023
Date

Kim Allen
Director of Finance

5/23/2023
Date

First Selectman

Date

Commission/Board Approval

Date

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10123 FIRE SERVICES						
51110 ADMINISTRATION						
10123 51110	ADMINISTRATION 41,043.00	288,245.00	171,764.71	0.00	116,480.29	59.6%
51120 INSPECTION						
10123 51120	INSPECTION 81,715.00	81,715.00	71,499.12	0.00	10,215.88	87.5%
51210 CLERICAL AND TECHNICAL						
10123 51210	CLERICAL AND TECHNICAL 7,000.00	146,552.00	131,728.60	0.00	14,823.40	89.9%
51240 EDUCATIONAL INCENTIVE						
10123 51240	EDUCATIONAL INCENTIVE 0.00	16,750.00	12,400.00	0.00	4,350.00	74.0%
51410 FIRE FIGHTING						
10123 51410	FIRE FIGHTING 0.00	1,043,458.00	975,651.63	0.00	67,806.37	93.5%
51411 INCENTIVE PROGRAM STIPENDS						
10123 51411	INCENTIVE PROGRAM STIPENDS 0.00	40,000.00	14,021.00	0.00	25,979.00	35.1%
51412 PART TIME FIREFIGHTING						
10123 51412	PART TIME FIREFIGHTING -55,000.00	255,584.00	195,589.83	0.00	59,994.17	76.5%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
51440 DISPATCH						
10123 51440	DISPATCH 0.00	0.00	0.00	0.00	0.00	.0%
51450 EXTRA DUTY						
10123 51450	EXTRA DUTY 0.00	0.00	0.00	0.00	0.00	.0%
51451 EXTRA DUTY REGULAR WAGES						
10123 51451	EXTRA DUTY REGULAR WAGES 0.00	0.00	0.00	0.00	0.00	.0%
51810 OVERTIME						
10123 51810	OVERTIME 238,250.00	238,250.00	255,774.31	0.00	-17,524.31	107.4%*
51830 TRAINING & EDUCATION						
10123 51830	TRAINING & EDUCATION 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10123 51920	F.I.C.A. 161,990.00	161,990.00	132,049.01	0.00	29,940.99	81.5%
52010 ADVERTISING						
10123 52010	ADVERTISING 400.00	760.00	0.00	0.00	760.00	.0%
52020 POSTAGE						
10123 52020	POSTAGE 250.00	250.00	151.37	0.00	98.63	60.5%

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kallen

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

IP 3
glytdbud

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10123 52030	PROFESSIONAL FEES 4,150.00 -1,000.00	3,150.00	2,144.41	0.00	1,005.59	68.1%
52040 SERVICE CONT AND REPAIRS						
10123 52040	SERVICE CONT. AND REPAIRS 13,530.00 0.00	13,530.00	9,735.08	607.87	3,187.05	76.4%
52050 DUES CONFER						
10123 52050	DUES, CONFERENCES & EDUCAT 36,800.00 12,000.00	48,800.00	44,811.14	2,635.00	1,353.86	97.2%
52060 PRINTING						
10123 52060	PRINTING 50.00 0.00	50.00	35.15	0.00	14.85	70.3%
52070 REIMBURSABLE EXPENSES						
10123 52070	REIMBURSABLE EXPENSES 1,500.00 -360.00	1,140.00	78.75	0.00	1,061.25	6.9%
52080 TELEPHONE						
10123 52080	TELEPHONE 18,500.00 0.00	18,500.00	15,168.53	2,914.08	417.39	97.7%
52090 HEATING FUEL						
10123 52090	HEATING FUEL 0.00 0.00	0.00	0.00	0.00	0.00	.0%
52100 ELECTRICITY						
10123 52100	ELECTRICITY 0.00 0.00	0.00	0.00	0.00	0.00	.0%

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52110 WATER						
10123 52110	0.00	0.00	0.00	0.00	0.00	.0%
52120 SEWER						
10123 52120	0.00	0.00	0.00	0.00	0.00	.0%
52290 PUBLIC SAFETY AWARENESS						
10123 52290	5,000.00	4,950.00	3,463.94	0.00	1,486.06	70.0%
52310 EXAMINATIONS						
10123 52310	10,000.00	9,000.00	4,994.26	3,983.74	22.00	99.8%
52320 RENTAL OF HYDRANTS						
10123 52320	457,200.00	547,200.00	405,712.32	135,237.44	6,250.24	98.9%
52370 CLOTHING OR UNIFORM ALLOW						
10123 52370	19,000.00	19,000.00	18,715.43	192.68	91.89	99.5%
52371 FIRE POLICE						
10123 52371	750.00	750.00	314.36	0.00	435.64	41.9%
52372 INSURANCE						
10123 52372	140,934.00	139,334.00	139,269.37	0.00	64.63	100.0%

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kallen

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

FOR 2023 13

IP 5
glytdbud



ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52373 LP GAS						
10123 52373	LP GAS -2,500.00	3,100.00	1,595.58	0.00	1,504.42	51.5%
52374 CABLE TELEVISION						
10123 52374	CABLE TELEVISION 50.00	7,550.00	7,792.97	1,110.88	-1,353.85	117.9%*
52375 GROUND LADDER TESTING						
10123 52375	GROUND LADDER TESTING -4,000.00	3,800.00	3,534.05	0.00	265.95	93.0%
52376 HYDRAULIC TESTING						
10123 52376	HYDRAULIC TESTING -1,000.00	2,500.00	0.00	0.00	2,500.00	.0%
52377 BREATHING APPARATUS TESTING						
10123 52377	BREATHING APPARATUS TESTING 10,500.00	19,260.00	15,184.49	2,223.04	1,852.47	90.4%
52378 BUILDING MAINTENANCE						
10123 52378	BUILDING MAINTENANCE -400.00	86,600.00	64,265.34	15,988.99	6,345.67	92.7%
52379 HOSE TESTING AND REPAIRS						
10123 52379	HOSE TESTING AND REPAIRS -1,000.00	8,825.00	8,402.10	0.00	422.90	95.2%
52387 PUMP TESTING SERVICES						
10123 52387	PUMP TESTING SERVICES 0.00	4,000.00	1,200.00	0.00	2,800.00	30.0%

05/23/2023 10:17 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52392 GENERATOR MAINTENANCE & REPAIR						
10123 52392	9,500.00	14,500.00	6,184.85	1,948.32	6,366.83	56.1%
52396 FF -PROTECTIVE CLOTHING						
10123 52396	0.00	0.00	0.00	0.00	0.00	.0%
53010 OFFICE SUPPLIES						
10123 53010	1,500.00	1,500.00	694.09	256.14	549.77	63.3%
53020 OTHER SUPPLIES						
10123 53020	15,000.00	8,500.00	6,092.43	2,889.87	-482.30	105.7%*
53021 CONSUMABLE SUPPLIES						
10123 53021	4,000.00	4,900.00	4,899.27	0.00	0.73	100.0%
53070 AUTO REPAIRS						
10123 53070	110,000.00	195,000.00	174,347.18	4,887.60	15,765.22	91.9%
53090 FUELS AND LUBRICANTS						
10123 53090	29,370.00	43,370.00	34,480.73	347.16	8,542.11	80.3%
53110 COMPUTER SUPPLIES						
10123 53110	1,500.00	800.00	191.42	500.00	108.58	86.4%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53111 FF PROTECTIVE CLOTHING						
10123 53111	FF PROTECTIVE CLOTHING 3,100.00	38,100.00	11,995.28	23,878.24	2,226.48	94.2%
53112 FIREFIGHTING SUPPLIES						
10123 53112	FIREFIGHTING SUPPLIES 1,700.00	10,700.00	7,592.70	2,671.44	435.86	95.9%
53113 VOLUNTEER RESPONDER AWARDS						
10123 53113	VOLUNTEER RESPONDER AWARDS 0.00	5,000.00	2,766.10	0.00	2,233.90	55.3%
53114 MEDICAL SUPPLIES						
10123 53114	MEDICAL SUPPLIES 0.00	8,000.00	4,135.34	2,354.59	1,510.07	81.1%
53115 VOLUNTEER FIREFIGHTER SUPPLIES						
10123 53115	VOLUNTEER FIREFIGHTER SUPPLIES 0.00	0.00	0.00	0.00	0.00	.0%
54060 OFFICE EQUIPMENT						
10123 54060	OFFICE EQUIPMENT -900.00	1,100.00	810.46	200.00	89.54	91.9%
54202 EQUIPMENT -FORE INVESTIGATIONS						
10123 54202	EQUIPMENT -FIRE INVESTIGATIONS 500.00	500.00	-500.00	0.00	1,000.00	-100.0%
54207 SCBA REPLACEMENT BOTTLES						
10123 54207	SCBA REPLACEMENT BOTTLES 0.00	0.00	0.00	0.00	0.00	.0%

05/23/2023 10:17
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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
54215 THERMAL CAMERAS -OSWEGATHCIE						
10123 54215	THERMAL CAMERAS -OSWEGATHCIE 0.00	0.00	0.00	0.00	0.00	.0%
54216 MULTI-GAS METER						
10123 54216	MULTI-GAS METER 0.00	0.00	0.00	0.00	0.00	.0%
54217 RESCUE SAWS						
10123 54217	RESCUE SAWS 0.00	0.00	0.00	0.00	0.00	.0%
54218 FIREFIGHTER EQUIPMENT						
10123 54218	FIREFIGHTER EQUIPMENT 30,000.00 -9,000.00	21,000.00	11,454.91	7,783.59	1,761.50	91.6%
54219 EQUIPMENT STIRAGE LOCKER						
10123 54219	EQUIPMENT STORAGE LOCKER 0.00	0.00	0.00	0.00	0.00	.0%
54220 RADIO/EMERGENCY LIGHTS						
10123 54220	RADIO/EMERGENCY LIGHTS 9,000.00	9,000.00	6,203.40	1,462.60	1,334.00	85.2%
54221 SERVICE TRUCK EQUIPMENT						
10123 54221	SERVICE TRUCK EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
54222 RESCUE TRUCK EQUIPMENT						
10123 54222	RESCUE TRUCK EQUIPMENT 5,500.00 -5,000.00	500.00	87.16	0.00	412.84	17.4%

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54226 EQUIPMENT						
10123 54226	EQUIPMENT -9,600.00	2,400.00	319.43	0.00	2,080.57	13.3%
54241 TELEPHONE SYSTEM -GOSHEN FIRE						
10123 54241	TELEPHONE SYSTEM -GOSHEN FIRE 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL FIRE SERVICES	171,043.00	3,579,463.00	2,978,801.60	214,073.27	386,588.13	89.2%
3,408,420.00						
TOTAL GENERAL FUND	171,043.00	3,579,463.00	2,978,801.60	214,073.27	386,588.13	89.2%
3,408,420.00						
TOTAL EXPENSES	171,043.00	3,579,463.00	2,978,801.60	214,073.27	386,588.13	89.2%
3,408,420.00						
GRAND TOTAL	171,043.00	3,579,463.00	2,978,801.60	214,073.27	386,588.13	89.2%
3,408,420.00						

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

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TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

FINANCE
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10107	51910	FRINGE BENEFITS	2,372.00	715.17		(700)	15.17
2	10107	51810	OVERTIME	2,650.00	907.23		(156)	751.23
3	10107	54010	FURNITURE	2,113.00	(286.05)	287		0.95
4	10107	52070	REIMBURSEABLE EXPENSES	100.00	(178.35)	179		0.65
5	10107	52020	POSTAGE	3,700.00	(389.81)	390		0.19
								0.00
TOTAL						856	(856)	

Explanation

#1-2 - actual costs lower than budgeted

#3 - actual costs for AP equipment were higher than budgeted

#4 - IRS rate for mileage reimbursement was increased after the approved budget

#5 - postage rates increased by USPS after approved budget

Kim Allen
Department Head

Kim Allen
Director of Finance

5/31/23
Date

5/31/23
Date

First Selectman

Date

Commission/Board Approval

Date

05/31/2023 10:04 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10107 FINANCE						
51010 ELECTED OFFICIALS						
10107 51010	ELECTED OFFICIALS	28,961.00	26,846.16	0.00	2,114.84	92.7%
51110 ADMINISTRATION						
10107 51110	ADMINISTRATION	372,538.00	324,226.28	0.00	48,311.72	87.0%
51210 CLERICAL AND TECHNICAL						
10107 51210	CLERICAL AND TECHNICAL	131,166.00	117,742.67	0.00	13,423.33	89.8%
51810 OVERTIME						
10107 51810	OVERTIME	2,650.00	1,742.77	0.00	907.23	65.8%
51910 FRINGE BENEFITS						
10107 51910	FRINGE BENEFITS	2,372.00	1,656.83	0.00	715.17	69.8%
51920 F.I.C.A.						
10107 51920	F.I.C.A.	35,439.00	34,521.77	0.00	917.23	97.4%
52010 ADVERTISING						
10107 52010	ADVERTISING	500.00	153.68	0.00	346.32	30.7%

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10107 52020	POSTAGE 3,700.00	3,700.00	4,089.81	0.00	-389.81	110.5%*
52030 PROFESSIONAL FEES						
10107 52030	PROFESSIONAL FEES 52,000.00	52,000.00	54,205.49	4,013.98	-6,219.47	112.0%*
52040 SERVICE CONT AND REPAIRS						
10107 52040	SERVICE CONT. AND REPAIRS 24,749.00	24,749.00	31,285.81	2,367.03	-8,903.84	136.0%*
52043 SERVICE CONTRACTS INFORMATION						
10107 52043	SERVICE CONTRACTS INFORMATION 0.00	0.00	0.00	0.00	0.00	.0%
52050 DUES CONFER						
10107 52050	DUES, CONFERENCES & EDUCATION 6,423.00	6,423.00	4,944.41	0.00	1,478.59	77.0%
52070 REIMBURSABLE EXPENSES						
10107 52070	REIMBURSABLE EXPENSES 100.00	100.00	278.35	0.00	-178.35	278.4%*
52080 TELEPHONE						
10107 52080	TELEPHONE 14,839.00	14,839.00	14,514.12	90.68	234.20	98.4%
53010 OFFICE SUPPLIES						
10107 53010	OFFICE SUPPLIES 32,000.00	32,000.00	31,207.34	0.00	792.66	97.5%



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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
54010 FURNITURE						
10107 54010	FURNITURE	2,113.00	2,399.05	0.00	-286.05	113.5%*
54060 OFFICE EQUIPMENT						
10107 54060	OFFICE EQUIPMENT	0.00	0.00	0.00	0.00	.0%
54130 COMPUTER EQUIPMENT						
10107 54130	COMPUTER SUPPORT SYSTEM	0.00	0.00	0.00	0.00	.0%
TOTAL FINANCE						
703,709.00	5,841.00	709,550.00	649,814.54	6,471.69	53,263.77	92.5%
TOTAL GENERAL FUND						
703,709.00	5,841.00	709,550.00	649,814.54	6,471.69	53,263.77	92.5%
TOTAL EXPENSES						
703,709.00	5,841.00	709,550.00	649,814.54	6,471.69	53,263.77	92.5%
GRAND TOTAL						
703,709.00	5,841.00	709,550.00	649,814.54	6,471.69	53,263.77	92.5%

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

TOWN OF WATERFORD

TRANSFER REQUEST FORM

Out of Series Transfer Request

IT Department
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10147	51210	CLERICAL AND TECHNICAL	125,787.00	6,535.43	4,387.00		10,922.43
2	10147	52050	DUES CONF	15,080.00	12,223.76		4,387.00	16,610.76
3								0.00
4								0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
TOTAL						4,387.00	4,387.00	

Explanation

TRANSFER UNUSED TRAINING FUNDS TO CLERICAL AND TECHNICAL SALARY LINE

RAISE AND STEP INCREASE

JEFFREY ROBILLARD
Department Head


Director of Finance

First Selectman

Commission/Board Approval

5/31/2023
Date

5/31/23
Date

Date

Date

05/31/2023 14:56
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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						
10147 INFORMATION TECHNOLOGY EXPENDI						
51110 ADMINISTRATION						
10147 51110	ADMINISTRATION 0.00	118,100.00	106,717.88	0.00	11,382.12	90.4%
51210 CLERICAL AND TECHNICAL						
10147 51210	CLERICAL AND TECHNICAL -20,273.00	105,514.00	98,978.57	0.00	6,535.43	93.8%
51810 OVERTIME						
10147 51810	OVERTIME 0.00	5,000.00	223.79	0.00	4,776.21	4.5%
51920 F.I.C.A.						
10147 51920	F.I.C.A. 0.00	19,041.00	13,679.19	0.00	5,361.81	71.8%
52010 ADVERTISING						
10147 52010	ADVERTISING 200.95	200.95	200.95	0.00	0.00	100.0%
52030 PROFESSIONAL FEES						
10147 52030	PROFESSIONAL FEES 230.29	230.29	230.29	0.00	0.00	100.0%
52043 SERVICE CONTRACTS INFORMATION						
10147 52043	SERVICE CONTRACTS INFORMATION 10,000.00	783,609.00	665,265.69	45,424.54	72,918.77	90.7%

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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52050 DUES CONFER						
10147 52050	DUES CONFER -431.24	14,648.76	2,425.00	0.00	12,223.76	16.6%
52070 REIMBURSABLE EXPENSES						
10147 52070	REIMBURSABLE EXPENSES 0.00	500.00	11.63	0.00	488.37	2.3%
52080 TELEPHONE						
10147 52080	TELEPHONE 0.00	1,815.00	1,164.61	0.00	650.39	64.2%
54010 FURNITURE						
10147 54010	FURNITURE 0.00	1,550.00	664.50	0.00	885.50	42.9%
54130 COMPUTER EQUIPMENT						
10147 54130	COMPUTER EQUIPMENT 10,273.00	110,182.00	75,939.17	18,718.16	15,524.67	85.9%
TOTAL INFORMATION TECHNOLOGY EXPENDI	0.00	1,160,391.00	965,501.27	64,142.70	130,747.03	88.7%
TOTAL GENERAL FUND	0.00	1,160,391.00	965,501.27	64,142.70	130,747.03	88.7%
1,160,391.00	TOTAL EXPENSES 0.00	1,160,391.00	965,501.27	64,142.70	130,747.03	
1,160,391.00	GRAND TOTAL 0.00	1,160,391.00	965,501.27	64,142.70	130,747.03	88.7%

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

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TOWN OF WATERFORD TRANSFER REQUEST FORM

Out of Series Transfer Request

FIRST SELECTMAN

DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10101	52030	PROFESSIONAL FEES	2,300.00	2,091.42		(1,683.00)	408.42
2	10101	53020	OTHER SUPPLIES	150.00	(982.11)	983.00		0.89
3	10101	53090	FUELS AND LUBRICANTS	1,000.00	(459.26)	700.00		240.74
								0.00
TOTAL						1,683.00	(1,683.00)	

Explanation

UNEXPECTED NEED FOR SUPPLIES FOR BOARD OF SELECTMEN

INCREASE IN GASOLINE USAGE

Department Head

Director of Finance

First Selectman

Commission/Board Approval

Date

Date

Date

Date



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

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FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10101 FIRST SELECTMEN						
51010 ELECTED OFFICIALS						
10101 51010	ELECTED OFFICIALS	110,837.00	99,947.41	0.00	10,889.59	90.2%
51020 ELECTED SELECTMEN						
10101 51020	ELECTED SELECTMEN	3,780.00	3,596.28	0.00	183.72	95.1%
51110 ADMINISTRATION						
10101 51110	ADMINISTRATION	72,665.00	65,868.42	0.00	6,796.58	90.6%
51210 CLERICAL AND TECHNICAL						
10101 51210	CLERICAL AND TECHNICAL	75.00	0.00	0.00	75.00	.0%
51810 OVERTIME						
10101 51810	OVERTIME	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10101 51920	F.I.C.A.	14,038.00	12,805.03	0.00	1,232.97	91.2%
52010 ADVERTISING						
10101 52010	ADVERTISING	100.00	23.00	0.00	77.00	23.0%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52020 POSTAGE						
10101 52020	POSTAGE	100.00	63.03	0.00	36.97	63.0%
52030 PROFESSIONAL FEES						
10101 52030	PROFESSIONAL FEES	2,300.00	208.58	0.00	2,091.42	9.1%
52040 SERVICE CONT AND REPAIRS						
10101 52040	SERVICE CONT. AND REPAIRS	1,200.00	1,134.24	15.21	50.55	95.8%
52050 DUES CONFER						
10101 52050	DUES, CONFERENCES & EDUCAT	180.00	179.00	0.00	1.00	99.4%
52070 REIMBURSABLE EXPENSES						
10101 52070	REIMBURSABLE EXPENSES	700.00	104.22	0.00	595.78	14.9%
52080 TELEPHONE						
10101 52080	TELEPHONE	480.00	422.38	0.00	57.62	88.0%
53020 OTHER SUPPLIES						
10101 53020	OTHER SUPPLIES	150.00	1,132.11	0.00	-982.11	754.7%*
53090 FUELS AND LUBRICANTS						
10101 53090	FUELS AND LUBRICANTS	1,000.00	1,459.26	0.00	-459.26	145.9%*



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
53119 EMERGENCY EXPENDITURES						
10101 53119	0.00	0.00	0.00	0.00	0.00	.0%
54010 FURNITURE						
10101 54010	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL FIRST SELECTMEN	0.00	207,605.00	186,942.96	15.21	20,646.83	90.1%
TOTAL GENERAL FUND	0.00	207,605.00	186,942.96	15.21	20,646.83	90.1%
TOTAL EXPENSES	0.00	207,605.00	186,942.96	15.21	20,646.83	
GRAND TOTAL	0.00	207,605.00	186,942.96	15.21	20,646.83	90.1%

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

TOWN OF WATERFORD
TRANSFER REQUEST FORM
Out of Series Transfer Request

Assessor _____
DEPARTMENT _____

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Budget Amount
1	10104	51110	Administration	169,295.00	12,441.00		181,736.00
2	10104	52030	Professional Fees	250.00		12,441.00	12,691.00
3							0.00
4							0.00
5							0.00
6							0.00
7							0.00
8							0.00
9							0.00
10							0.00
							0.00
							0.00
TOTAL					12,441.00	12,441.00	

Explanation

Assessor position was vacant during first half of the fiscal year. Assessor functions fulfilled by consultant paid from funds previously transferred from Administration to Professional Fees. Full time Assessor hired in January 2023. Excess in Professional Fees to be transferred back to Administration

Paige Walton
Department Head

Kime Allen
Director of Finance

First Selectman

Commission/Board Approval

6/1/2023
Date

6/2/23
Date

Date

06/02/2023 09:22 Town of Waterford, CT
kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10104 ASSESSOR						
51110 ADMINISTRATION						
10104 51110	ADMINISTRATION -73,000.00	96,295.00	114,357.88	0.00	-18,062.88	118.8%*
51210 CLERICAL AND TECHNICAL						
10104 51210	CLERICAL AND TECHNICAL 0.00	62,224.00	47,412.90	0.00	14,811.10	76.2%
51810 OVERTIME						
10104 51810	OVERTIME 0.00	0.00	0.00	0.00	0.00	.0%
51910 FRINGE BENEFITS						
10104 51910	FRINGE BENEFITS 0.00	0.00	0.00	0.00	0.00	.0%
51920 F.I.C.A.						
10104 51920	F.I.C.A. 0.00	17,711.00	12,159.26	0.00	5,551.74	68.7%
52010 ADVERTISING						
10104 52010	ADVERTISING -150.00	250.00	241.99	0.00	8.01	96.8%
52020 POSTAGE						
10104 52020	POSTAGE 1,150.00	2,218.00	2,067.34	0.00	150.66	93.2%

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kallen YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES						
10104 52030	PROFESSIONAL FEES 71,000.00	71,250.00	58,808.49	0.00	12,441.51	82.5%
52040 SERVICE CONT AND REPAIRS						
10104 52040	SERVICE CONT. AND REPAIRS 200.00	6,121.00	5,932.49	0.00	188.51	96.9%
52050 DUES CONFER						
10104 52050	DUES, CONFERENCES & EDUCAT 800.00	2,625.00	2,155.00	0.00	470.00	82.1%
52070 REIMBURSABLE EXPENSES						
10104 52070	REIMBURSABLE EXPENSES 0.00	0.00	0.00	0.00	0.00	.0%
53020 OTHER SUPPLIES						
10104 53020	OTHER SUPPLIES 0.00	150.00	202.30	0.00	-52.30	134.9%*
53200 PRICING BOOKS						
10104 53200	PRICING BOOKS 0.00	500.00	0.00	0.00	500.00	.0%
54060 OFFICE EQUIPMENT						
10104 54060	OFFICE EQUIPMENT 0.00	0.00	0.00	0.00	0.00	.0%
TOTAL ASSESSOR	259,344.00	259,344.00	243,337.65	0.00	16,006.35	93.8%



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

FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSTMS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL GENERAL FUND 259,344.00	0.00	259,344.00	243,337.65	0.00	16,006.35	93.8%
TOTAL EXPENSES 259,344.00	0.00	259,344.00	243,337.65	0.00	16,006.35	
GRAND TOTAL 259,344.00	0.00	259,344.00	243,337.65	0.00	16,006.35	93.8%

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

TOWN OF WATERFORD TRANSFER REQUEST FORM

In Series (Over \$1000)

**INSURANCE
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	10112	52250	DEDUCTIBLE COVERAGE	\$ 20,000	\$ 17,918		(7,000)	\$ 10,918
2	10112	52201	LIABILITY/AUTO/PROPERTY	\$ 513,678	\$ (4,242)	5,000		\$ 758
3	10112	52240	UNEMPLOYMENT	\$ 10,000	\$ (1,055)	2,000		\$ 945
								\$ -
TOTAL						7,000	(7,000)	

Explanation:

#2 - Unbudgeted payments to reimburse CIRMA payments after budget approved

#3 - Higher payments than budgeted

#1 - funds available due to fewer automobile deductible payments needed

Kim Allen

Department Head

6/1/23

Date _____

Ken Allen

Director of Finance

6/1/23

Date

First Selectman

Date _____

Commission/Board Approval

Date



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
101 GENERAL FUND						
10112 INSURANCE						
52200 WORKER'S COMP. INS. PREM.						
10112 52200	WORKER'S COMP. INS. PREM. 698,805.00	698,805.00	511,970.92	9.60	186,824.48	73.3%
52201 LIABILITY/AUTO/PROPERTY						
10112 52201	LIABILITY/AUTO/PROPERTY 513,678.00	513,678.00	508,583.85	9,336.23	-4,242.08	100.8%*
52210 BUILDING AND CONTENTS INS						
10112 52210	BUILDING AND CONTENTS INS 0.00	0.00	0.00	0.00	0.00	.0%
52220 VEHICLES INS. PREM.						
10112 52220	VEHICLES INS. PREM. 0.00	0.00	0.00	0.00	0.00	.0%
52230 GENERAL LIABILITY INS PRE						
10112 52230	GENERAL LIABILITY INS PRE 0.00	0.00	0.00	0.00	0.00	.0%
52240 UNEMPLOYMENT COMPENSATION						
10112 52240	UNEMPLOYMENT COMPENSATION 10,000.00	10,000.00	11,055.47	0.00	-1,055.47	110.6%*
52250 DEDUCTIBLE COVERAGE						
10112 52250	DEDUCTIBLE COVERAGE 20,000.00	20,000.00	2,082.20	0.00	17,917.80	10.4%



FOR 2023 13

ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52251 HEALTHCARE						
10112 52251	HEALTHCARE					
	3,460,000.00	3,460,000.00	3,351,287.24	0.00	108,712.76	96.9%
52252 LONG TERM DISABILITY						
10112 52252	LONG TERM DISABILITY					
	4,038.00	4,038.00	2,555.70	523.67	958.63	76.3%
52253 LIFE INSURANCE						
10112 52253	LIFE INSURANCE					
	22,151.00	22,151.00	16,780.70	5,079.76	290.54	98.7%
TOTAL INSURANCE						
	4,728,672.00	4,728,672.00	4,404,316.08	14,949.26	309,406.66	93.5%
TOTAL GENERAL FUND						
	4,728,672.00	4,728,672.00	4,404,316.08	14,949.26	309,406.66	93.5%
TOTAL EXPENSES						
	4,728,672.00	4,728,672.00	4,404,316.08	14,949.26	309,406.66	
GRAND TOTAL						
	4,728,672.00	4,728,672.00	4,404,316.08	14,949.26	309,406.66	93.5%

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

AMENDMENT TO IMPLEMENT SECURE ACT AND OTHER LAW CHANGES

TOWN OF WATERFORD 457(B) DEFERRED COMPENSATION PLAN

ARTICLE 1 PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer hereby adopts this Amendment to the Employer's Plan. Each Article specifies the effective date of its provisions. Also see Section 1.5.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment. Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. Most Articles include definitions which are specific to that Article. Also see Section 1.6.
- 1.3 **Numbering.** Except as otherwise provided in this Amendment, any "Section" reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Intention; Construction.** The purpose of this amendment is to amend the Plan in accordance with pension-related provisions of the Further Consolidated Appropriations Act of 2019 ("FCAA") in general, and Division O of that Act, the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE"), in specific. It also addresses a provision of the Bipartisan American Miners Act ("BAMA"), which is also part of FCAA, as well as a section of the Coronavirus Aid, Relief, and Economic Security Act ("CARES"). The provisions of this Amendment shall be interpreted and applied to be consistent with FCAA and CARES and IRS guidance issued in connection therewith, whether such guidance is issued before or after the date of this amendment.
- 1.5 **Effect of subsequent restatement or amendment of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions). Some Articles in this amendment may not apply to a particular plan at the time the Amendment is executed but they will apply in the future based on subsequent amendments.
- 1.6 **Preservation of prior amendments.** If the Employer previously amended the Plan after December 20, 2019 to implement a provision contained in one or more Articles of this Amendment, that prior amendment shall remain in effect and will not be superseded by this Amendment, unless Section 1.6(a) is selected. For example, if the Employer previously adopted an amendment to implement the BAMA provisions of Article 10, that amendment remains in effect, notwithstanding the provisions of this Amendment, unless Section 1.6(a) is selected.

- (a) ☒ This amendment supersedes all prior inconsistent amendments of the Plan.

ARTICLE 2 INSTRUCTIONS; ELECTIONS

- 2.1 **Instructions.** Select 2.3a if all defaults are accepted. Select 2.3b and as applicable 2.4 - 2.10 if the Employer wishes to select other than the default for a particular provision.
- 2.2 **Reserved.**
- 2.3 **Operating Elections.** Many subsequent Articles of this Amendment refer to elections appearing in this Article 2. Each of Sections 2.4 through 2.10 refers to a corresponding Article. For example, Section 2.4 has the elections related to Article 4. The definitions in those Articles apply to the elections in the corresponding Section of this Article 2, and those elections have the same effective date as the corresponding Article. Each Section of this Article lists the default provisions which will apply if no election is made. If you accept the default(s), there is no need to complete the Section. There are no elective provisions which apply to Article 3 or Articles 11 through 16. The following are the defaults and a summary of the Articles for which there are no elections.
 - Article 3. Reserved.
 - Article 4. QBADs are not permitted.
 - Article 5. Distributions of RMDs will not begin before a Participant turns 72.
 - Article 6. The Plan will apply its RMD provisions with respect to the 5-year rule in administering the 10-year rule.
 - Article 7. RMDs subject to 5-Year Rule for participants who died from 2015 through 2019 are extended one year unless the beneficiary objects.
 - Article 8. Reserved.
 - Article 9. Reserved.
 - Article 10. The amendment does not modify the minimum age for in-service distributions.
 - Article 11. Administrative policy can permit distributions of Discontinued Lifetime Income Investments.

- Article 12. Updated RMD tables and 2022 transition.
- Article 13. Reserved.
- Article 14. Reserved.
- Article 15. Reserved.
- Article 16. Deemed IRA accounts are not subject to maximum age.

Check (a) or (b).

- (a) ☐ All defaults apply. *Skip the rest of Article 2 and sign the amendment.*
- (b) ☒ One or more defaults do not apply. *Complete those sections in Article 2 for which you do not accept the default; then sign the amendment.*

2.4 Article 4 – Birth/Adoption Distributions. In the absence of an election below, Article 4 does NOT apply. To permit QBADs (Qualified Birth and Adoption Distributions), check (a). If QBADs are available, they apply to all accounts except as provided in Article 4 or in elections (b), (c), (d) or (e). *(Select all that apply.)*

- (a) ☒ Article 4 applies effective January 1, 2020, unless a different date is selected in (1) below.
- (1) ☒ February 18, 2021 *(Enter date after December 31, 2019.)*
- (b) ☒ QBADs may only be made from accounts in which the Participant is fully vested.
- (c) ☒ QBADs are not available if the Participant has severed employment.
- (d) ☐ Describe additional limitations: _____ *(must be definitely determinable and not subject to discretion)*
- (e) ☐ QBADs are available from the following Accounts: _____ *(must be definitely determinable and not subject to discretion)*

2.5 Article 5 – RMD Timing. Unless Section 2.5(a) is selected, distribution of RMDs will begin for Affected Participants no sooner than April 1 of the calendar year following the year the Participant attains age 72.

- (a) ☐ Distribution of RMDs to Affected Participants will NOT be delayed on account of this Amendment (i.e., distributions will generally commence no later than April 1 of the calendar year following the year the Affected Participant attains age 70 1/2), in accordance with Section 5.5. This election is effective for distributions after December 31, 2019, except as specified below *(Optional: select either or both of (1) or (2))*:
- (1) ☐ Section 5.5 is effective for distributions after _____ and prior to the earlier of January 1, 2022 or the date entered in 2.5(a)(2). *(Enter date on or after December 31, 2019.)*
- (2) ☐ Section 5.5 is repealed for distributions after _____ *(enter date on or after the date entered in 2.5(a)(1) and before January 1, 2022)*, subject to the anti-cutback rule of Code §411(d)(6) to the extent applicable.

2.6 Article 6 – 10-Year Rule for Beneficiary RMDs. RMDs to an Eligible Designated Beneficiary of a Participant who dies prior to the Participant's RBD will be made as elected below. In the absence of an election in Section 2.6, the Plan's provisions about Beneficiary elections with regard to the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule.

- (a) ☒ **Beneficiary election.** The Eligible Designated Beneficiary may elect application of the 10-Year Rule or the Life Expectancy rule. If the Beneficiary does not make a timely election *(Select one of (1) or (2))*:
- (1) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (2) ☒ **Life Expectancy Rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (b) ☐ **10-year rule.** The 10-year rule applies to the Eligible Designated Beneficiary.
- (c) ☐ **Life Expectancy rule.** The Life Expectancy rule applies to the Eligible Designated Beneficiary.
- (d) ☐ **Shorter Period.** The entire interest of the Eligible Designated Beneficiary will be distributed no later than December 31 of the _____ *(enter a number of years, not exceeding "tenth")* year following the year of the Participant's death.
- (e) ☐ **Other:** *(Describe, e.g., the 10-Year Rule applies to all Beneficiaries other than a surviving spouse Beneficiary.)*

2.7 Article 7 – CARES RMD Waivers; 5-Year Rule. Unless the Employer elects otherwise below, beneficiaries of Applicable Participant Accounts will have the option to extend distribution under the 5-Year Rule by one year, and in the absence of a beneficiary election the extension will apply.

- (a) ☐ **No extension without request.** The provisions of Section 7.2 apply but in the absence of a beneficiary election the extension will NOT apply.
- (b) ☐ **Not Apply.** Article 7 will NOT apply to this Plan.

2.8 Article 8 – Reserved.

2.9 Article 9 – Reserved.

2.10 **Article 10 – In-Service Distributions.** In the absence of an election below, Article 10 does NOT apply. To permit in-service distributions at age 59 1/2, check (a). Check (b) to specify an age greater than 59 1/2. If Article 10 applies, it applies to all Accounts except as limited in Article 10.

- (a) ☒ Article 10 applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☒ February 18, 2021. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)
- (b) ☐ Age at which in-service distributions are permitted _____. (Enter age greater than 59 1/2.) This provision applies effective on or after the first day of the first plan year beginning after December 31, 2019, unless a different date is selected in (1) below.
- (1) ☐ _____. (Enter date on or after the first day of the first plan year beginning after December 31, 2019.)

ARTICLE 3 RESERVED

ARTICLE 4 BIRTH/ADOPTION DISTRIBUTIONS – SECURE Act §113

- 4.1 **Application.** This Article 4 will apply only if the Employer elects in Section 2.4(a) for this Article 4 to apply, effective on the date specified in Section 2.4(a).
- 4.2 **Distribution Authorized.** Except as limited by Section 2.4 (b), (c), (d), (e), a Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a QBAD. The Participant may request the distribution whether or not the Participant has severed employment unless Section 2.4(c) is selected. This \$5,000 limit shall be reduced by QBADs to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer or a related employer described in Code §414(b), (c), (m), or (o). The Plan Administrator may adopt a policy imposing frequency limitations or other reasonable administrative conditions for QBADs.
- 4.3 **Definitions.** The following definitions apply for this Article 4 and Section 2.4:
- (a) A "QBAD" is a Qualified Birth or Adoption Distribution described in Code §72(t)(2)(H)(iii). A QBAD must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized.
- (b) An "Eligible Adoptee" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.
- 4.4 **Rollover.** A Participant who received one or more QBADs from this Plan may, if the Plan then permits the Participant to make rollover contributions, make one or more contributions in an aggregate amount not to exceed the amount of such QBADs. The Plan will treat such a contribution as a rollover contribution made by direct trustee-to-trustee transfer within 60 days of distribution.
- 4.5 **Reliance.** The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a QBAD unless the Plan Administrator has actual knowledge to the contrary.
- 4.6 **Status.** A QBAD is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code §401(a)(31), the notice requirement of Code §402(f), or the mandatory withholding rules of Code §3405(c)(1).

ARTICLE 5 REQUIRED BEGINNING DATE – SECURE Act §114

- 5.1 **Application.** This Article 5 will apply to all plans, regardless of type. It is effective with regard to RMDs required to be made after December 31, 2019.
- 5.2 **Delay of Required Beginning Date.** An Affected Participant's RBD shall not be earlier than April 1 of the calendar year following the year the Affected Participant attains age 72. For purposes of determining an Affected Participant's RBD, an Affected Participant will be treated as a more than 5% owner if the Participant was a 5-percent owner (as defined in Code §416(i)(1)(B)) as to the Plan Year ending in the calendar year the Participant attains age 72.
- 5.3 **Spousal Distributions.** If an Affected Participant dies prior to the Participant's RBD, and the Participant's sole Designated Beneficiary is the Participant's surviving spouse, then the RMDs to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72, if later. However, this Section will apply only if the Plan, prior to this Amendment,

permitted a surviving spouse to delay RMD distributions to December 31 of the calendar year in which the Participant would have attained age 70 1/2.

5.4 **Definitions.** The following definitions apply for this Article 5 and Section 2.5:

- (a) A Participant is an "**Affected Participant**" if the Participant was born after June 30, 1949.
- (b) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
- (c) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C), as amplified by Section 5.2.

5.5 **Optional Distribution Timing.** If the Employer elects in Section 2.5(a) for this Section 5.5 to apply, the timing and form of distributions to an Affected Participant will be determined as though this Article 5 had not been adopted. Distributions pursuant to this paragraph, which are not RMDs, will be treated as eligible rollover distributions for purposes of the direct rollover provisions of Code §401(a)(31). This Section 5.5 will no longer be effective for distributions after December 31, 2021, or, if earlier, the date specified in Section 2.5(a)(2).

ARTICLE 6
BENEFICIARY RMDs – SECURE Act §401

6.1 **Application.** This Article 6 will apply to all plans. This Article will not apply to qualified annuities described in SECURE Act §401(b)(4)(B).

6.2 **Effective Date.** Except as provided in Section 6.4, Article 6 will apply to Participants who die on or after the Effective Date of this Article. Generally, the Effective Date of this Article is January 1, 2022. The Effective Date of this Article 6 in the case of a collectively-bargained plan will be the date determined in SECURE Act §401(b)(2). See Section 6.5 regarding the limited application of this Article to certain accounts of Participants who died before the Effective Date of this Article.

6.3 **Death before RBD.** If the Participant dies before the Participant's RBD, the Plan will distribute or commence distribution of the Participant's Vested Accrued Benefit not later than as follows:

- (a) **No Designated Beneficiary.** If there is no Designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Beneficiary's entire interest will be distributed under the 5-Year Rule.
- (b) **Eligible Designated Beneficiary.** If the distributee of a Participant's account is an Eligible Designated Beneficiary, the Beneficiary's entire interest will be distributed under the Life Expectancy Rule unless the 10-Year Rule applies. The Employer may elect application of the Life Expectancy rule or the 10-Year Rule in Section 2.6. In the absence of an election in Section 2.6, the Plan's provisions with regard to election of the 5-Year Rule will apply, substituting the 10-Year Rule for the 5-Year Rule. A permitted Beneficiary election must be made no later than the earlier of December 31 of the calendar year in which distribution would be required to begin under the Life Expectancy Rule, or by December 31 of the calendar year which contains the tenth anniversary of the Participant's (or, if applicable, surviving spouse's) death.
- (c) **Other Designated Beneficiaries.** If the distributee of the Participant's account is a Designated Beneficiary who is not an Eligible Designated Beneficiary, then the Beneficiary's entire interest will be distributed under the 10-Year Rule.
- (d) **10-Year Rule.** If distribution of a deceased Participant's account thereof is subject to the "10-Year Rule," then the Plan will distribute the account in full no later than December 31 of the tenth year following the year of the Participant's death. No RMDs are required to be distributed from the account prior to that date.

6.4 **Death after RBD.** If the Participant dies on or after the Participant's RBD, the Participant's remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death, using the Life Expectancy Rule, as, and to the extent, provided by applicable guidance. If the Beneficiary is a Designated Beneficiary that is not an Eligible Designated Beneficiary, the Plan will distribute the remaining account in full no later than December 31 of the tenth year following the year of the Participant's death.

6.5 **Beneficiary Death.** If an Eligible Designated Beneficiary receiving distributions under the Life Expectancy Rule dies before receiving distribution of the Beneficiary's entire interest in the Participant's account, the Plan will distribute that interest in full no later than December 31 of the 10th year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before the Effective Date of this Article 6, and the beneficiary died after such Effective Date, but prior to receiving full distribution of the beneficiary's interest, the Plan will distribute that interest in full no later than December 31 of the tenth year following the year of the beneficiary's death.

6.6 **Age of Majority.** If a child of the Participant was receiving distributions under the Life Expectancy rule, when the child reaches the age of Majority, the Plan will distribute the child's account in full no later than 10 years after that date, provided the child is not otherwise an Eligible Designated Beneficiary, such as a disabled or chronically ill individual.

6.7 **Definitions; operating rules.** The following definitions and operating rules apply for this Article 6 and Section 2.6:

- (a) An "**RMD**" is a Required Minimum Distribution as described in Code §401(a)(9).
- (b) A Participant's "**RBD**" is the Participant's Required Beginning Date as described in Code §401(a)(9)(C) and the Plan. Also see Section 5.2.
- (c) A distributee of a Participant's account is a "**Designated Beneficiary**" if the distributee is an individual or trust who is a beneficiary of the account (whether pursuant to a designation by the Participant or application of the Plan terms) and who is a designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4, Q&As-4 and -5.
- (d) An individual is an "**Eligible Designated Beneficiary**" of a Participant if the individual qualifies as a Designated Beneficiary and is (1) the Participant's spouse, (2) the Participant's child who has not reached the age of Majority, (3) an individual not more than 10 years younger than the Participant, (4) a disabled individual, as defined in Code §72(m)(7), or (5) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period, or indefinitely. Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v).
- (e) Whether a child has reached the age of "**Majority**" is determined under Code §401(a)(9)(F) and applicable regulations and guidance issued thereunder.
- (f) The "**Life Expectancy Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(iii) and is further described in the Plan.
- (g) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
- (h) The "**10-Year Rule**" is described in Section 6.3(d).
- (i) **Shorter period.** Section 2.6(e) may specify a shorter period to be used in place of the tenth year after the death of a Participant or Beneficiary.
- (j) **Separate share rule.** All references in this Article to a Participant's Account and a Beneficiary's interest in that account will be applied separately to each separate account determined under Treas. Reg. §1.401(a)(9)-8, Q&A 2 and 3, and Code §401(a)(9)(H)(iv).

ARTICLE 7 EXTENSION OF 5-YEAR RULE FOR RMDs – CARES §2203

- 7.1 **Application.** This Article 7 does not apply if the Employer has selected Section 2.7(b); otherwise, it is effective January 1, 2020.
- 7.2 **Waiver; default provision.** The beneficiary of an Applicable Participant Account will have the option to extend the deadline to distribute the account for one year. The default in the absence of a beneficiary election will be to extend the distribution, unless the Employer elects in Section 2.7(a) for the default to be not to extend unless the beneficiary requests it.
- 7.3 **Definitions.** The following definitions apply for this Article 7 and Section 2.7:
 - (a) "**RMDs**" means required minimum distributions described in Code §401(a)(9).
 - (b) The "**5-Year Rule**" for distributing RMDs is described in Code §401(a)(9)(B)(ii) and is further described in the Plan.
 - (c) "**Applicable Participant Account**" means the remaining account of a Participant who died during the years 2015-2019, to the extent the account is subject to the 5-Year Rule.

ARTICLE 8 RESERVED

ARTICLE 9 RESERVED

ARTICLE 10 IN-SERVICE PENSION DISTRIBUTIONS – BAMA §104

- 10.1 **Application.** This Article 10 will apply if the Employer elects in Section 2.10 for this Article 10 to apply, effective on the date specified in Section 2.10(a).
- 10.2 **Distribution at 59 1/2.** A Participant can take an in-service distribution at age 59 1/2, or, if later, the age (if any) specified in Section 2.10(b). Such a distribution will be limited to the vested portion of the Participant's accrued benefit or account and will be

subject to all Plan provisions related to in-service distributions. The Plan can operationally permit distributions as early as January 1 of the calendar year the Participant attains 59 1/2 (or such later age).

- 10.3 **Limited application to Profit-Sharing Plans.** If the Employer elects in Section 2.10 for this Article 10 to apply, this Article 10 will apply to an account in a 401(k) Plan or a Profit-Sharing Plan which holds assets transferred from a Money Purchase Pension Plan or a Defined Benefit Plan.

ARTICLE 11 DISTRIBUTIONS OF DISCONTINUED LIFETIME INCOME INVESTMENTS – SECURE §109

- 11.1 **Application.** This Article 11 is effective for Plan Years beginning after December 31, 2019.
- 11.2 **Distributions authorized.** The Plan Administrator may authorize Participants to request, and as soon as practical after a Participant makes the request, the Plan will make a distribution of a Discontinued Lifetime Income Investment. Distribution under this Article is limited to the 90-day period prior to the date on which the Lifetime Income Investment is no longer authorized to be held as an investment option under the Plan. Such distribution will be in the form of a Qualified Distribution, or in the form of a Qualified Plan Distribution Annuity Contract, as determined by the Plan Administrator. The Plan Administrator will administer this section in a reasonable, nondiscriminatory manner, and may authorize distributions of some Discontinued Lifetime Income Investments and not others.
- 11.3 **Definitions.** The terms "Lifetime Income Investment," "Qualified Distribution" and "Qualified Plan Distribution Annuity Contract" have the meanings set forth in Code §401(a)(38)(B). A "Discontinued Lifetime Income Investment" is a Lifetime Income Investment which will no longer be authorized to be held as an investment option under the Plan.

ARTICLE 12 UPDATED LIFE EXPECTANCY TABLES – TREAS. REG. §1.401(a)(9)-9

- 12.1 **Application.** This Article 12 will apply to all plans and is effective for distribution calendar years beginning on or after January 1, 2022.
- 12.2 **New RMD Tables.** Any Plan reference to the life expectancy tables detailed in Treas. Reg. §1.401(a)(9), such as the Uniform Life Table, the Single Life Table, or the Joint and Last Survivor Table, refers to these tables as published in Treas. Reg. §1.401(a)(9)-9 from time to time, and is subject to adjustment as described in Treas. Reg. §1.401(a)(9)-9(f).

ARTICLE 13 RESERVED

ARTICLE 14 RESERVED

ARTICLE 15 RESERVED

ARTICLE 16 REPEAL OF DEEMED IRA MAXIMUM AGE – SECURE §107

- 16.1 **Application.** This Article 16 will apply only if the Plan permits deemed IRA contributions (sometimes called "designated IRA" contributions) described in Code §408(q). It is effective January 1, 2020.
- 16.2 **No Maximum Age.** To the extent the Plan otherwise permits a Participant to make deemed IRA contributions, the Participant may make such contributions regardless of whether the Participant has attained age 70 1/2 or any other age.

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: Town of Waterford 457(b) Deferred Compensation Plan

Name of Employer: Town of Waterford, CT

By: _____
EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Town of Waterford, CT (the Employer) hereby certifies that the following resolution was duly adopted by Employer on the date specified below, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to Implement SECURE Act and Other Law Changes to the Town of Waterford 457(b) Deferred Compensation Plan (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Town of Waterford, CT (the Employer) hereby certifies that the following resolution was duly adopted by Employer on April 12, 2023, and that such resolution has not been modified or rescinded as of the date hereof:

RESOLVED, the Amendment to the Town of Waterford 457(b) Deferred Compensation Plan Plan for the CARES Act (the Amendment) is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Plan Administrator the Amendment and to take any and all actions as it may deem necessary to effectuate this resolution.

The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

Signed: _____

[print name/title]

AMENDMENT FOR CARES ACT

ARTICLE 1 PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Employer adopts this Amendment to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
 - A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
 - B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
 - (1) The individual was diagnosed with COVID-19 by an approved test;
 - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
 - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
 - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

ARTICLE 2

IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

2.1 Reserved.

2.2 Employer identifying information.

A. Name of Employer: Town of Waterford, CT

B. Name of Plan: Town of Waterford 457(b) Deferred Compensation Plan

C. Type of Plan (check one)

- (1) ☐ 401(k) Plan
- (2) ☐ Profit-Sharing Plan (other than a 401(k) plan)
- (3) ☐ Money Purchase Pension Plan
- (4) ☐ Defined Benefit Plan (including a cash balance plan)
- (5) ☐ 403(b) Plan
- (6) ☒ 457(b) Plan sponsored by a governmental employer

- 2.3 **Relief for Qualified Individuals.** Will the Plan provide any or all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3. *(Select one of (a), (b), or (c). If (c) is selected, then select one or more of (d), (e), and/or (f))*
- (a) ☐ **No.** The Plan will not provide any of these relief provisions.
 - (b) ☐ **Yes.** The Plan will provide all of these relief provisions. The limitations on distributions described in Sections 2.3(d)(1) – (4) and the limitations on loans in Section 2.3(e)(1) – (3) and 2.3(f)(1)–(3) do not apply.
 - (c) ☒ **Some.** The Plan will provide those relief provisions selected in (d), (e), or (f) below.
 - (d) ☒ **The Coronavirus-Related Distribution provisions described in Article 3** *(If (d) is selected, the Employer may optionally select one or more of (1), (2), (3), (4), or (5).)*
 - (1) ☐ Coronavirus-Related Distributions are not available from an account in which the Participant is not 100% vested.
 - (2) ☐ Coronavirus-Related Distributions may be made only from the following accounts:
_____.
 - (3) ☐ The maximum amount of Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed: \$_____. *(Enter amount less than \$100,000.)*
 - (4) ☐ The following additional provisions apply to Coronavirus-Related Distributions:
_____.
(Enter limitations or restrictions which are nondiscriminatory and not subject to Employer discretion.)
 - (e) ☐ **The increased loan limit described in Section 4.2** *(If (e) is selected, the Employer may optionally select any one or more of (1), (2), or (3).)*
 - (1) ☐ The maximum dollar amount of loans pursuant to Section 4.2 will not exceed: \$_____. *(Enter amount less than \$100,000.)*
 - (2) ☐ The maximum percentage of the present value of the nonforfeitable accrued benefit that may be loaned pursuant to Section 4.2 will not exceed: _____%. *(Enter percentage less than 100%.)*
 - (3) ☐ The following additional provisions apply to the increased loan limit:
_____.
(Enter limitations or restrictions which are nondiscriminatory.)
 - (f) ☐ **The loan repayment extension described in Section 4.3** *(If (f) is selected, the Employer may optionally select and one or more of (1), (2), or (3).)*
 - (1) ☐ The Suspension Period will begin _____ *(Enter date not before March 27, 2020)* and end _____. *(Enter date not later than December 31, 2020.)*
 - (2) ☐ The Extension Period will be _____. *(Enter period, up to one year, the due date of the loan will be extended, such as "six months.")*

- (3) ☐ The following additional provisions apply to the loan repayment extension:

(Enter limitations or restrictions which are nondiscriminatory.)

- 2.4 **RMD waivers for 2020.** Unless the Employer elects otherwise below, the provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will receive the distribution unless the Participant or Beneficiary chooses not to receive the distribution.
- (a) ☒ The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD will not receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- (b) ☐ Payment of RMDs or Extended 2020 RMDs will be governed by the terms of the Plan without regard to this Amendment (i.e., no election is available to Participants or Beneficiaries).
- (c) ☐ Other: _____

For purposes of Section 5.3, the Plan will also treat the following as eligible rollover distributions in 2020: *(Choose one or none of (d), (e), or (f)): If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I)):*

- (d) ☐ 2020 RMDs.
- (e) ☐ 2020 RMDs and Extended 2020 RMDs.
- (f) ☒ 2020 RMDs but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(I).

The provisions of Article 5, and the election in this Section 2.4, will be effective on the date specified in Section 2.5, unless a different date is entered here: _____ *(Optional. Enter a date between March 27, 2020 and December 31, 2020. RMD distributions before the selected effective date should have followed plan terms in effect before this amendment.)*

- 2.5 **Effective Date.** This Amendment is effective March 27, 2020, or as soon as practical thereafter, or, if later, the following date: _____. *(Optional. Enter a date not later than December 31, 2020.)*

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Application.** This Article 3 will apply if Section 2.3(b) or Section 2.3(d) is selected.
- 3.2 **Coronavirus-Related Distribution(s).** Subject to the provisions described in Section 2.3(d)(4), if any, a Qualified Individual may take one or more Coronavirus-Related Distributions. The accounts from which the amount may be distributed shall be limited if selected in Sections 2.3(d)(1) and (2). However, if the Plan is a Money Purchase Pension Plan or a Defined Benefit Plan, and the Qualified Individual has not separated from service, the Qualified Individual may not take a Coronavirus-Related Distribution prior to attaining the earlier of Normal Retirement Age or age 59½. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.3 **Repayment of distribution.** If the Plan permits rollover contributions, then a Participant who receives a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.4 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000, (or such lesser amount specified in Section 2.3(d)(3)). The

Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance or the present value of the individual's vested accrued benefit.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans. Section 4.2 will apply if Section 2.3(b) or Section 2.3(e) is selected. Section 4.3 will apply if Section 2.3(b) or Section 2.3(f) is selected.
- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" (or such lesser amount specified in Section 2.3(e)(1)) for "\$50,000," and by substituting "100% (or such lesser percentage specified in Section 2.3(e)(2)) of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent). The provisions described in Section 2.3(e)(3), if any, will apply in connection with loans to Qualified Individuals.
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The provisions described in Section 2.3(f)(3), if any, will apply in connection with the suspension and extension described in this Section. The Suspension Period, unless otherwise specified in Section 2.3(f)(1), will begin March 27, 2020 and end December 31, 2020. The Extension Period, unless otherwise specified in Section 2.3(f)(2) will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2050-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

ARTICLE 5 WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)

- 5.1 **Application.** This Article 5 will apply only to defined contribution plans, including 401(k) Plans, Profit-Sharing Plans, Money Purchase Pension Plans, 403(b) Plans, and 457(b) Plans sponsored by governmental employers. The definitions in Section 5.4 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** This Section 5.2 will apply unless the Employer has selected Section 2.4(b) or (c). Notwithstanding the provisions of the Plan relating to RMDs, whether a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will receive those distributions is determined in accordance with the option chosen by the Employer in Section 2.4. Notwithstanding the option chosen by the employer in Section 2.4, a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election shall be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Direct rollovers.** Notwithstanding the provisions of the Plan relating to required minimum distributions under Code §401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020, as elected by the Employer in Section 2.4, will be treated as eligible rollover distributions. If no election is made by the Employer in Section 2.4, then a direct rollover will be

offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(I).

- 5.4 **Definitions. "RMDs"** means required minimum distributions described in Code §401(a)(9). **"2020 RMDs"** means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). **"Extended 2020 RMDs"** means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.
- 5.5 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

This Amendment has been executed this _____ day of _____, _____.

Name of Plan: Town of Waterford 457(b) Deferred Compensation Plan

Name of Employer: Town of Waterford, CT

By: _____
EMPLOYER

ADOPTION AGREEMENT FOR ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. *All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER (1.11).

Name: Town of Waterford, CT

Address: 15 Rope Ferry Rd
Street

Waterford Connecticut 06385-2806
City State Zip

Telephone: (860) 442-0553

Taxpayer Identification Number (TIN): 06-6002121

2. PLAN NAME.

Name: Town of Waterford 457(b) Deferred Compensation Plan

3. PLAN YEAR (1.25). Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable): [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."]

- a. ☒ **December 31.**
- b. ☐ **Plan Year:** ending: _____.
- c. ☐ **Short Plan Year:** commencing: _____ and ending: _____.

4. EFFECTIVE DATE (1.08). The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a. ☐ **New Plan.**
- b. ☒ **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan

- c. ☒ January 18, 1995 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)

- d. ☒ April 12, 2023 (enter month day, year)

Special Effective Dates: (optional)

- e. ☐ **Describe:** _____.

5. CONTRIBUTION TYPES. (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

Frozen Plan

- a. ☐ **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. **Effective date of freeze:** _____ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b. ☒ **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1. ☐ **Yes.** See Question 16.

2. ☒ **No.**

And will Roth Elective Deferrals be made?

3. ☐ **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4. ☒ **No.**

- c. ☐ **Nonelective Contributions.** See Question 17.

- d. ☒ **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEES (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a. ☒ **No exclusions.** All Employees are eligible to participate.

- b. ☐ **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. ☐ **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

2. ☐ **Hourly-paid Employees.**

3. ☐ **Leased Employees.** The Plan excludes Leased Employees.

4. ☐ **Specify:** _____

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a. ☐ **Participate.** Permits Independent Contractors to participate in the Plan.

- b. ☒ **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c. ☐ **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

- a. ☒ Wages, tips and other compensation on Form W-2.

- b. ☐ Code §3401(a) wages (wages for withholding purposes).

- c. ☐ 415 safe harbor compensation.

- d. ☐ Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

- e. ☒ **No modifications.** The Plan makes no modifications to the definition.

- f. ☐ **Modifications** (Choose one or more of 1. through 5.):

1. ☐ **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2. ☐ **Elective Contributions. [1.05(E)]** The Plan excludes a Participant's Elective Contributions.

3. ☐ **Bonuses.** The Plan excludes bonuses.
4. ☐ **Overtime.** The Plan excludes overtime.
5. ☐ **Specify:** _____

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account *(Choose one of g. or h.):*

- g. ☐ **Plan Year.** The Employee's Compensation for the entire Plan Year. *(N/A if no matching or nonelective contributions)*
- h. ☐ **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. *(N/A if no matching or nonelective contributions)*

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required *(Choose one of a. or b.):*

- a. ☐ **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.
- b. ☒ **Adjustments.** The following Compensation adjustments apply *(Choose one or more):*
 1. ☒ **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
 2. ☒ **Leave-Cashouts.** Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
 3. ☒ **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
 4. ☐ **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
 5. ☐ **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
 6. ☐ **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** _____

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan *(Choose one of a. or b.):*

- a. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]*
- b. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

Special Provisions for Police or Fire Department Employees *(Choose c. and/or d. as applicable):*

- c. ☒ **Police department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
 1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*
- d. ☒ **Fire department employees.** [Plan Section 3.05(B)(3)] *(Choose 1. or 2.):*
 1. ☐ **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age _____. *[Note: The age may not exceed age 70 1/2 and may not be less than age 40.]*
 2. ☒ **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 40 (no earlier than age 40) and may not be later than age 70 1/2. *[Note: The age may not exceed age 70 1/2.]*

11. **ELIGIBILITY CONDITIONS (2.01).** *(Choose one of a. or b.):*

- a. ☒ **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.
- b. ☐ **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions *(Choose one or more of 1., 2. or 3.):*
 1. ☐ **Age.** Attainment of age _____.

2. ☐ **Service.** Service requirement (*Choose one of a. or b.*):
- a. ☐ **Year of Service.** One year of Continuous Service.
- b. ☐ **Months of Service.** _____ month(s) of Continuous Service.

3. ☐ **Specify:** _____.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

- a. ☐ **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- b. ☐ **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
- c. ☒ **Date of hire.** The Employee's employment commencement date with the Employer.
- d. ☐ **Specify:** _____.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a. ☒ **No limitations.**
- b. ☐ **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1. ☐ **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: _____ (*specify dollar amount or percentage of Compensation*).
2. ☐ **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: _____ (*specify dollar amount or percentage of Compensation*).
3. ☐ **Specify:** _____.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

Special NRA Catch-Up Contributions (3.05). The Plan (*Choose one of c. or d.*):

- c. ☒ **Permits.** Participants may make NRA catch-up contributions.
AND, Special NRA Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- d. ☐ **Does not permit.** Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (*Choose one of e. or f.*):

- e. ☒ **Permits.** Participants may make age 50 catch-up contributions.
AND, Age 50 Catch-Up Contributions (*Choose one of 1. or 2.*): (*N/A if no matching contributions*)
1. ☐ will be taken into account in applying any matching contribution under the Plan.
2. ☐ will not be taken into account in applying any matching contribution under the Plan.
- f. ☐ **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a. ☒ **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b. ☐ **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32*]:

- a. ☒ **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

- b. ☐ **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold _____% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (Choose one of 1. through 3.):
1. ☐ **All Participants.** All Participants who as of _____ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
 2. ☐ **New Participants.** Each Employee whose Plan Entry Date is on or following: _____.
 3. ☐ **Describe Application of Automatic Deferrals:** _____.

- c. ☐ **EACA.** The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions under Election 5.b.1. are made as follows (Choose one or more of a. through d.):

- a. ☐ **Fixed formula.** An amount equal to _____ of each Participant's Salary Reduction Contributions.
- b. ☐ **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c. ☐ **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

- d. ☐ **Specify:** _____.

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

- e. ☐ **Plan Year.**
- f. ☐ **Plan Year quarter.**
- g. ☐ **Payroll period.**
- h. ☐ **Specify:** _____.

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

- i. ☐ **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j. ☐ **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.
- k. ☐ **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l. ☐ **Specify:** _____.

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

- m. ☐ **No allocation conditions.**
- n. ☐ **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):
 1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.

2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** _____.

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5.c. are made as follows: *(Choose one):*

- a. ☐ **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
- b. ☐ **Fixed - Pro Rata.** _____% of Compensation.
- c. ☐ **Other.** A Nonelective Contribution may be made as follows: _____.

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d. ☐ **No allocation conditions.**
- e. ☐ **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
1. ☐ **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____.
2. ☐ **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
3. ☐ **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
4. ☐ **Specify:** _____.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a. ☐ **Specified Date.** _____ days after the Participant's Severance from Employment.
- b. ☐ **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c. ☐ **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.
- d. ☐ **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e. ☒ **Specify:** The Plan will commence distribution in the absence of a Participant's election to commence payment earlier, no later than the Participant's required beginning date as defined under Plan Section 4.03

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f. ☒ **Lump sum.** A single payment.
- g. ☐ **Installments.** Multiple payments made as follows: _____.
- h. ☒ **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i. ☐ **Annuity distribution option(s):** _____.
- j. ☐ **Specify:** _____.

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k, l. or m.):*

- k. ☐ **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l. ☐ **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m. ☒ **Specify:** A Participant, with Plan Administrator approval of the election, may elect the method of distribution from the following choices: lump sum, installments or partial distribution

Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (Choose *n. or o.*):

- n. ☐ **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
1. ☒ **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1,000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Rollovers in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the \$5,000 threshold for timing of distributions, form of distributions or consent rules.

- p. ☐ Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (Choose one of *a. through d.*):

- a. ☐ **Immediate.** As soon as practical following the Participant's death.
- b. ☐ **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (N/A if participant is restricted)
- c. ☒ **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03. (N/A if participant is restricted)
- d. ☐ **Describe:** _____

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (Choose one of *a. or b.*):

- a. ☐ **None.** A Participant may not receive a distribution prior to Severance from Employment.
- b. ☒ **Distributions.** Prior to Severance from Employment are permitted as follows (Choose one or more of *1. through 4.*):
1. ☒ **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)
2. ☒ **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (Choose one of *a., b. or c.*):
- a. ☒ **Participant election.** The Participant may elect to receive all or any portion of his/her Account.
- b. ☐ **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.
- c. ☐ **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ _____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ _____ but that does not exceed \$5,000.
3. ☒ **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.
4. ☐ **Specify:** _____

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (Choose one of *a., b. or c.*):

- a. ☒ **Apply.**
- b. ☐ **Do not apply.**
- c. ☐ **Specify:** _____

22. **ALLOCATION OF EARNINGS (5.07(B))**. The Plan allocates Earnings using the following method (Choose one or more of a. through f.):

- a. ☒ **Daily**. See Section 5.07(B)(4)(a).
- b. ☐ **Balance forward**. See Section 5.07(B)(4)(b).
- c. ☐ **Balance forward with adjustment**. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period _____% of the contributions made during the following Valuation Period: _____.
- d. ☐ **Weighted average**. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is _____.
- e. ☐ **Directed Account method**. See Section 5.07(B)(4)(e).
- f. ☐ **Describe Earnings allocation method:** _____.

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13)**. The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

- a. ☐ **Not apply the benefit accrual provisions of Section 3.13.**
- b. ☒ **Apply the benefit accrual provisions of Section 3.13.**

Distributions for deemed severance of employment (1.31(C)(3))

- c. ☒ **The Plan does NOT permit distributions for deemed severance of employment.**
- d. ☐ **The Plan permits distributions for deemed severance of employment.**

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11)**. A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a. ☒ **100% Vested/No Risk of Forfeiture**. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
 - 1. ☒ **All Contributions**. (skip to 25.)
 - 2. ☐ **Only the following contributions**. (select all that apply):
 - a. ☐ **Salary Reduction Contributions**.
 - b. ☐ **Nonelective Contributions**.
 - c. ☐ **Matching Contributions**.
- b. ☐ **Forfeiture under Vesting Schedule**. Vested according to the following:

Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1. ☐ **Salary Reduction Contributions**.
- 2. ☐ **Nonelective Contributions**.
- 3. ☐ **Matching Contributions**.
- 4. ☐ **Vesting Schedule**.

Years of Service

Vested Percentage

_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

For vesting purposes, a "Year of Service" means:

5. _____

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. ☐ **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

1. ☐ **Salary Reduction Contributions.**
2. ☐ **Nonelective Contributions.**
3. ☐ **Matching Contributions.**

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. ☐ The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
5. ☐ **Specify:** _____

Additional Provisions (Choose d. if applicable)

d. ☐ **Specify:** _____

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. ☐ **Additional Contributions.** As the following contribution type (Choose one of 1. or 2.):

1. ☐ **Nonelective.** As an additional Nonelective Contribution.
2. ☐ **Matching.** As an additional Matching Contribution.

f. ☐ **Reduce Fixed Contributions.** To reduce the following fixed contribution (Choose one of 1. or 2.):

1. ☐ **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.
2. ☐ **Matching.** To reduce the Employer's fixed Matching Contribution.

g. ☐ **Specify:** _____

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

- a. ☐ **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____. The remaining Article VIII provisions apply.
- b. ☐ **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

- a. ☒ **Custodial account(s).**
- b. ☒ **Annuity contract(s).**
- c. ☐ **Specify:** _____

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

- a. ☐ **No additional Valuation Dates.**
- b. ☒ **Additional Valuation Dates.** (Choose one or more of 1., 2. or 3.):
 1. ☒ **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.
 2. ☐ **Last day of a specified period.** The last day of each _____ of the Plan Year.

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

- | Name(s) | Title(s) |
|---------|----------|
| | |
| | |
| | |
| | |

Address: _____
 _____ Street
 _____ City _____ State _____ Zip _____

Name: _____

Address: _____

_____ Street

_____ City _____ State _____ Zip

Telephone: _____

c. ☐ a Directed (nondiscretionary) Trustee over all Plan assets except for the following:

- d. ☐ a Discretionary Trustee over all Plan assets except for the following:

30. ROLLOVER CONTRIBUTIONS (3.09). The Rollover Contributions under Election 5.d. are made as follows:

b. ☒ **Eligible Employees or Participants.**

Sources/Types. The Plan will accept a Rollover Contribution (*Choose one of c. or d.*):

- c. ☒ **All.** From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d. ☐ **Limited.** Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions (*Choose one of e., f. or g.*):

- e. ☒ **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f. ☐ **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g. ☐ **Specify:** _____

31. **EACA Automatic Deferral Provisions (3.14).**

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

- a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.
- b. ☐ **Election of at least Automatic Deferral amount.** All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.
- c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.
- d. ☐ **Describe:** _____

Automatic Deferral Percentage. Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

- e. ☐ **Constant.** The Employer will withhold _____% of Compensation each payroll period.
- Escalation of deferral percentage (select one or leave blank if not applicable)**
1. ☐ **Scheduled increases.** This initial percentage will increase by _____% of Compensation per year up to a maximum of _____ of Compensation.
2. ☐ **Other** (described Automatic Deferral Percentage): _____

Automatic Deferral Optional Elections

- f. ☐ **Optional elections** (select all that apply or leave blank if not applicable)

Suspended Salary Reduction Contributions. If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

1. ☐ A Participant's Affirmative Election will resume after the suspension period.

Special Effective Date. Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

2. ☐ Special Effective Date: _____

32. **In-Plan Roth Rollover Contributions.**

- a. ☐ **Yes, allowed.**

Effective Date (enter date)

1. ☐ In-Plan Roth Rollover Effective Date: _____

33. **In-Plan Roth Rollover Transfers.**

- a. ☐ **Yes, allowed.**

Effective Date (enter date)

1. ☐ In-Plan Roth Rollover Transfers Effective Date: _____

This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: Town of Waterford, CT

By: _____

DATE SIGNED

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

~~20a~~
20a

May 25, 2023

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

RE: Reappointment of Conservation Commission Member Wade Thomas

Dear Mr. Brule,

Please be advised that Wade Thomas's term as a member of the Conservation Commission expires May 31, 2023.

Mr. Thomas has served on the Waterford Conservation Commission for more than 25 years. Please consider his reappointment to the Conservation Commission.

Sincerely,

Tali Maidelis, Secretary
Waterford Conservation Commission

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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



May 25, 2023

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

RE: Re-Appointment of Conservation Commission Member Matthew Keatley

Dear Mr. Brule,

Please be advised that Matthew Keatley's term as a member of the Conservation Commission will expire on May 31, 2023.

Please consider his re-appointment to the Conservation Commission.

Sincerely,

Tali Maidelis, Secretary
Waterford Conservation Commission

ABC

Shannon Withey

From: Jane Adams <janebadams@icloud.com>
Sent: Friday, May 19, 2023 10:17 AM
To: David Campo; Robert Brule
Cc: Shannon Withey; tugshughes@gmail.com; David Crocker; Harbor Management
Subject: Resignation from Harbor Management Commission

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

Good morning Dave and Rob,

I will be moving out of Waterford (and out of CT) and alas need to resign my Commissioner slot on the Harbor Management Commission. John Hughes, copied on this email, was elected Chair at our May meeting. To the extent that I can be of service both in the operation of the HMC as well as the resolution of some of the open items, most particularly the establishment of the Waterford/East Lyme boundary in the Niantic River, please call on me!

We have a great, engaged, knowledgeable group of Commissioners and it has been a pleasure to serve with them and Dave Crocker, our Harbor Master. As you may know, the Harbor Master position is primarily pro bono. Compensation is under \$1000. For this, the Harbor Master reviews and approves all mooring requests (over 200 for Waterford), responds to navigational hazards and to complaints. It is a labor of love and a service that is so critical to the healthy functioning of the HMC. If you can support legislation that would increase the fees paid to Harbor Masters (this is a State-appointed position), I would be grateful.

With regret,

Jane Adams
203-246-7976

PS It would be great to have the BOS vote to elevate John Hughes from an Alternate slot to a Full Commissioner..



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



Marc Balestracci
Police Chief

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

To: First Selectman Rob Brule; Finance Director Kim Allen
From: Marc Balestracci, Chief of Police
Date: June 5, 2023
Re: Additional Appropriation for employee payout

The Waterford Police Department has absorbed several items in this year's fiscal budget, to include the increase of wages for all full time employees due to union contracts that were approved after the budget process was completed, retroactive payouts as a result of the contracts that were approved, the stipend awarded to each police officer in the police contract and the contractual payout of Officer Adam Lapkowski's accrued time after his death.

Therefore, I am respectfully requesting an additional appropriation in the amount of \$65,664.00 to line item 10129-51110 (Administrative) as these funds are needed for an employee retirement payout that is required under the current collective bargaining agreement. The employee's last day with the town is June 9, 2023.

Thank you for any consideration.

Thank you,

Marc Balestracci
Chief of Police
Waterford Police Department