

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

1

January 17, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, January 10, 2024, it was voted to recommend to the Representative Town Meeting an appropriation of **\$252,044 from the Unassigned Fund Balance of the General Fund to the Board of Education Budget.**

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: BOE Reading Textbooks

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 17 A 9:00
TEST: [Signature]
TOWN CLERK



5.
Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Craig C. Powers
Assistant Superintendent

To: Board of Selectmen Members
From: Thomas W. Giard III, Superintendent
Re: Request for Special Appropriation for Reading Textbooks
Date: January 2, 2024

On December 1, 2023, Waterford Public Schools was notified by the Connecticut State Department of Education that our K-3 Reading Waiver was approved. There were 85 school districts who requested the reading waiver and 17 were approved. This means that instead of purchasing an entire reading program, we will keep our existing materials for phonological and phonemic awareness, phonics, rapid automatic naming, and letter naming fluency the same and just adopt a reading textbook, the Wit and Wisdom textbook for grades K-5. This text supports vocabulary development and reading comprehension. In a proactive measure, we currently have a third of our K-5 classrooms piloting Wit and Wisdom in the 2023-2024 school year. The district's waiver was based on the adoption of Wit and Wisdom.

As you will recall from last budget season, when our faculty reviewed the six state approved reading programs, the one we would have selected cost about \$600,000 for K-3. This would be at least \$800,000 for K-5. Since we are just replacing reading texts, the total cost for Wit and Wisdom for grades K-5 is \$252,044.

You may also recall from last budget season, because the status of our reading waiver was unclear, the discussion and action at the Board of Finance was a reduction of \$500,000 in the Board of Education budget. That reduction was reflective of the reading textbooks. Both Board of Finance and RTM members, during budget discussions, asked us to return and seek an appropriation once the status of the reading waiver was known.



every child
is capable of
greatness

Great Minds Quote

Date December 14, 2023
Expiration Date July 31, 2024
Prepared By Jess McKee
Email jess.mckee@greatminds.org

Quote Number 00254638
Contact Name Craig Powers
Phone 860-444-5801
Email cpowers@waterfordschools.org

Bill to Name Craig Powers
Bill To 15 Rope Ferry Road
Waterford, CT 06385

Ship to Name Craig Powers
Ship To 15 Rope Ferry Rd
Waterford, CT 06385

End User Waterford School District

Make Payment to:
Great Minds PBC Tax ID: 84-3785772
Mail payment to:
Great Minds PBC
P.O. Box 200283
Pittsburgh, PA 15251-0283

Phone: 202.223.1854
Email: ordertracking@greatminds.org

Wire/ACH details are available by visiting this link: <https://digitalsupport.greatminds.org/s/ach-instructions>

Core Text - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Wit & Wisdom Core Text Library Grade K (20) - Basic	978-1-64929-302-2	11.00	\$2,002.54	30.00%	\$15,419.56
Grade 1					
Wit & Wisdom Core Text Library Grade 1 (20) - Basic	978-1-64929-311-4	11.00	\$2,075.47	30.00%	\$15,981.12
Grade 2					
Wit & Wisdom Core Text Library Grade 2 (20) - Basic	978-1-64929-320-6	9.00	\$1,760.16	30.00%	\$11,089.01
Grade 3					
Wit & Wisdom Core Text Library Grade 3 (20) - Basic	978-1-64929-329-9	9.00	\$1,680.04	30.00%	\$10,584.25

Grade 4					
Wit & Wisdom Core Text Library Grade 4 (20) - Basic	978-1-64929-338-1	9.00	\$1,632.01	30.00%	\$10,281.66
Grade 5					
Wit & Wisdom Core Text Library Grade 5 (20) - Basic	978-1-64929-347-3	9.00	\$1,076.05	30.00%	\$6,779.12

Geodes - Digital	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
My Geodes (digital) K-2 XL School License: Service End Date (6/30 of School Year 2023 - 2024 unless noted otherwise)	GM-02300	3.00	\$1,075.00	16.00%	\$2,709.00

Geodes - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K		/			
Geodes Level K: Print Classroom Kit (20)	978-1-64497-700-2	11.00	\$3,695.00	16.00%	\$34,141.80
Grade 1					
Geodes Level 1: Print Classroom Kit (20) SP	978-1-64497-400-1	11.00	\$3,695.00	16.00%	\$34,141.80
Grade 2					
Geodes Level 2: Print Classroom Kit (20) SP	978-1-64497-408-7	9.00	\$3,695.00	16.00%	\$27,934.20

Wit and Wisdom - Digital	ISBN	Quantity	List Price	Discount	Total Price
Grade Multiple					
Wit & Wisdom (InSync) Grades K-8 Digital Teacher Edition (Not Available Standalone): Service End Date (6/30 of School Year 2023 - 2024 unless noted otherwise)	GM-01326	58.00	\$199.50	47.89%	\$6,029.10
Wit & Wisdom in Sync License (Print/Digital School Yr): Service End Date (6/30 of School Year 2023 - 2024 unless noted otherwise)	GM-01288	990.00	\$10.50	50.00%	\$5,197.50

Wit and Wisdom - Kit	ISBN	Quantity	List Price	Discount	Total Price
Grade K					
Wit & Wisdom 2023 Grade K Student Edition Set (Modules 1-4)	979-8-88588-706-9	180.00	\$21.61	3.00%	\$3,773.11

Wit & Wisdom 2023 Grade K Teacher Edition Print Bundle	979-8-88811-368-4	11.00	\$225.47	3.00%	\$2,405.76
Wit & Wisdom 2023 Grade K Assessment Pack Set Modules 1-4	979-8-88588-711-3	11.00	\$258.46	3.00%	\$2,757.77
Grade 1					
Wit & Wisdom 2023 Grade 1 Assessment Pack Set Modules 1-4	979-8-88588-722-9	11.00	\$258.46	3.00%	\$2,757.77
Wit & Wisdom 2023 Grade 1 Student Edition Set (Modules 1-4)	979-8-88588-717-5	170.00	\$21.61	3.00%	\$3,563.49
Wit & Wisdom 2023 Grade 1 Teacher Edition Print Bundle	979-8-88811-369-1	11.00	\$225.47	3.00%	\$2,405.76
Grade 2					
Wit & Wisdom 2023 Grade 2 Teacher Edition Print Bundle	979-8-88811-370-7	9.00	\$225.47	3.00%	\$1,968.35
Wit & Wisdom 2023 Grade 2 Student Edition Set (Modules 1-4)	979-8-88588-728-1	150.00	\$21.61	3.00%	\$3,144.26
Wit & Wisdom 2023 Grade 2 Assessment Pack Set (Modules 1-4)	979-8-88588-733-5	9.00	\$258.46	3.00%	\$2,256.36
Grade 3					
Wit & Wisdom 2023 Grade 3 Teacher Edition Print Bundle	979-8-88811-371-4	9.00	\$225.47	3.00%	\$1,968.35
Wit & Wisdom 2023 Grade 3 Student Edition Set (Modules 1-4)	979-8-88588-739-7	175.00	\$21.61	3.00%	\$3,668.30
Wit & Wisdom 2023 Grade 3 Assessment Pack Set (Modules 1-4)	979-8-88588-744-1	9.00	\$258.46	3.00%	\$2,256.36
Grade 4					
Wit & Wisdom 2023 Grade 4 Assessment Pack Set (Modules 1-4)	979-8-88588-755-7	9.00	\$258.46	3.00%	\$2,256.36
Wit & Wisdom 2023 Grade 4 Student Edition Set (Modules 1-4)	979-8-88588-750-2	165.00	\$21.61	3.00%	\$3,458.68
Wit & Wisdom 2023 Grade 4 Teacher Edition Print Bundle	979-8-88811-372-1	9.00	\$225.47	3.00%	\$1,968.35
Grade 5					
Wit & Wisdom 2023 Grade 5 Student Edition Set (Modules 1-4)	979-8-88588-761-8	150.00	\$21.61	3.00%	\$3,144.26
Wit & Wisdom 2023 Grade 5 Teacher Edition Print Bundle	979-8-88811-373-8	9.00	\$225.47	3.00%	\$1,968.35
Wit & Wisdom 2023 Grade 5 Assessment Pack Set (Modules 1-4)	979-8-88588-766-3	9.00	\$258.46	3.00%	\$2,256.36

Kit	\$264,199.29
Digital	\$25,191.00
Solution Subtotal	\$289,390.29
Discount	(\$61,124.19)
Shipping and Handling	\$23,777.94
<i>*Pre-Tax Solution Total</i>	<i>\$252,044.04</i>
Estimated Sales Tax	\$0.00
Estimated S&H Tax	\$0.00
Total Solution:	\$252,044.04

This Quote is governed by the Terms and Conditions at <https://greatminds.org/customer-quote-terms> which are hereby incorporated by reference as if fully set forth herein.

**Tax Exemption: If Customer is exempt from paying any or all taxes, customer shall provide written evidence of such tax exemption issued by the applicable taxing authority.*

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2

January 17, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, January 10, 2024, it was voted to recommend to the Representative Town Meeting an appropriation of **\$385,000 from the Unassigned Fund Balance of the General Fund to a new Capital Project Account Number to be determined** for the purpose of purchasing property at 8 Goshen Road.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: 8 Goshen Road

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 17 A 9:01
ATTEST: *Bob K. [Signature]*
TOWN CLERK



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



**Marc Balestracci
Police Chief**

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

To: Jonathan Mullen, Planning Director
From: Marc Balestracci, Chief of Police
Date: January 9, 2024
Re: 8 Goshen Road, Waterford, Connecticut

The property at 8 Goshen Road in Waterford has created several challenges over the years due to the location in regards to Great Neck Elementary School. As the school property borders the residence on three sides, the police department has responded to complaints from the homeowner in regards to noise, traffic and trespassing.

In addition, as the property lines of 8 Goshen Road aggressively encroach on the school property, it creates safety concerns for students, staff and families accessing and using the school.

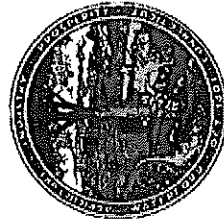
Finally, if the town were to acquire the property, I feel that the space could be utilized to alleviate some parking concerns of the school, which compounds the traffic issues in that area during drop-off, pick-up and large events.

Thank you,

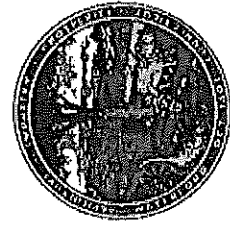
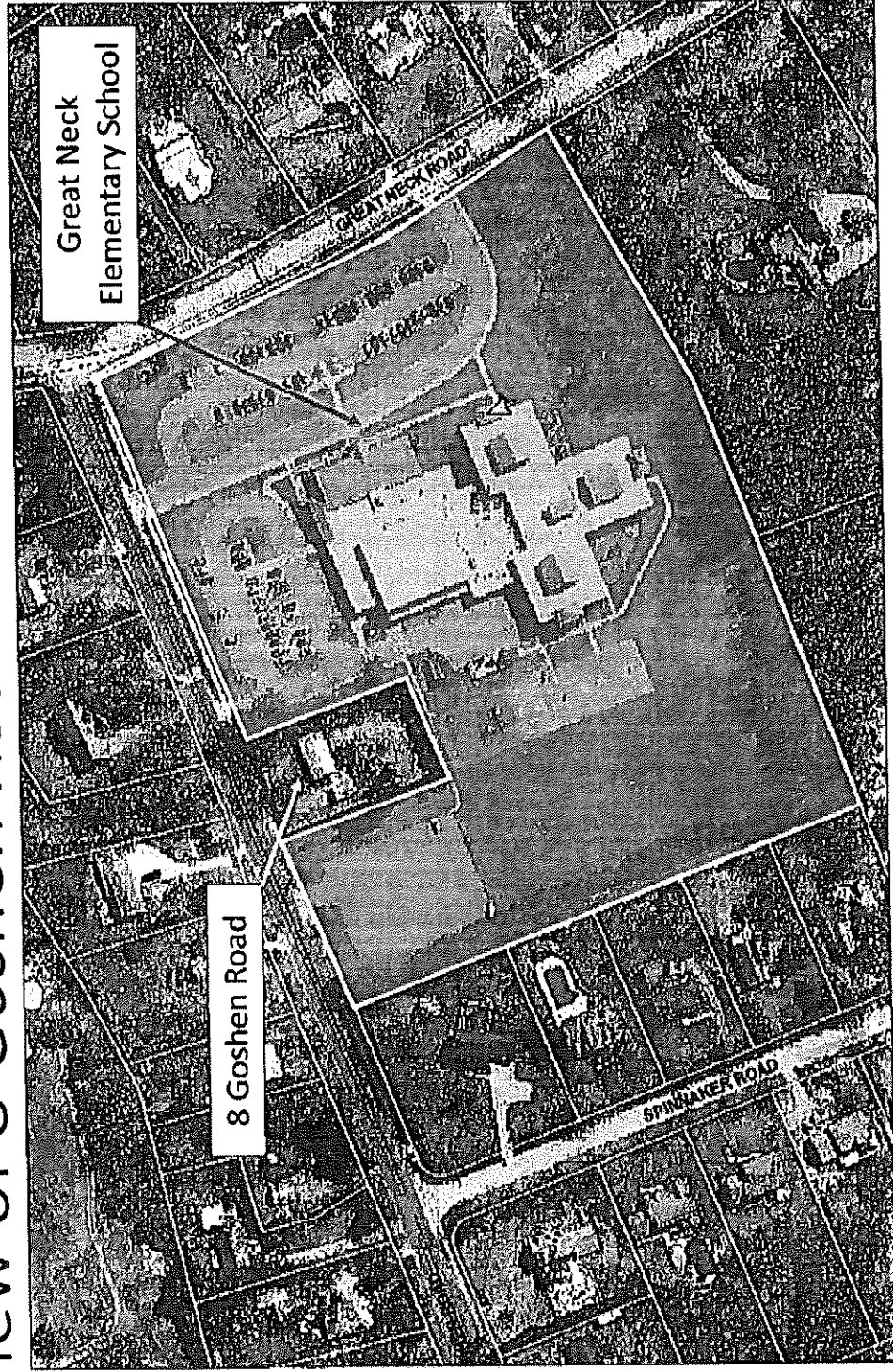
Marc Balestracci
Chief of Police
Waterford Police Department

Proposed Acquisition of 8 Goshen Road

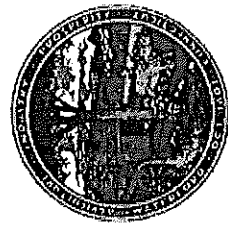
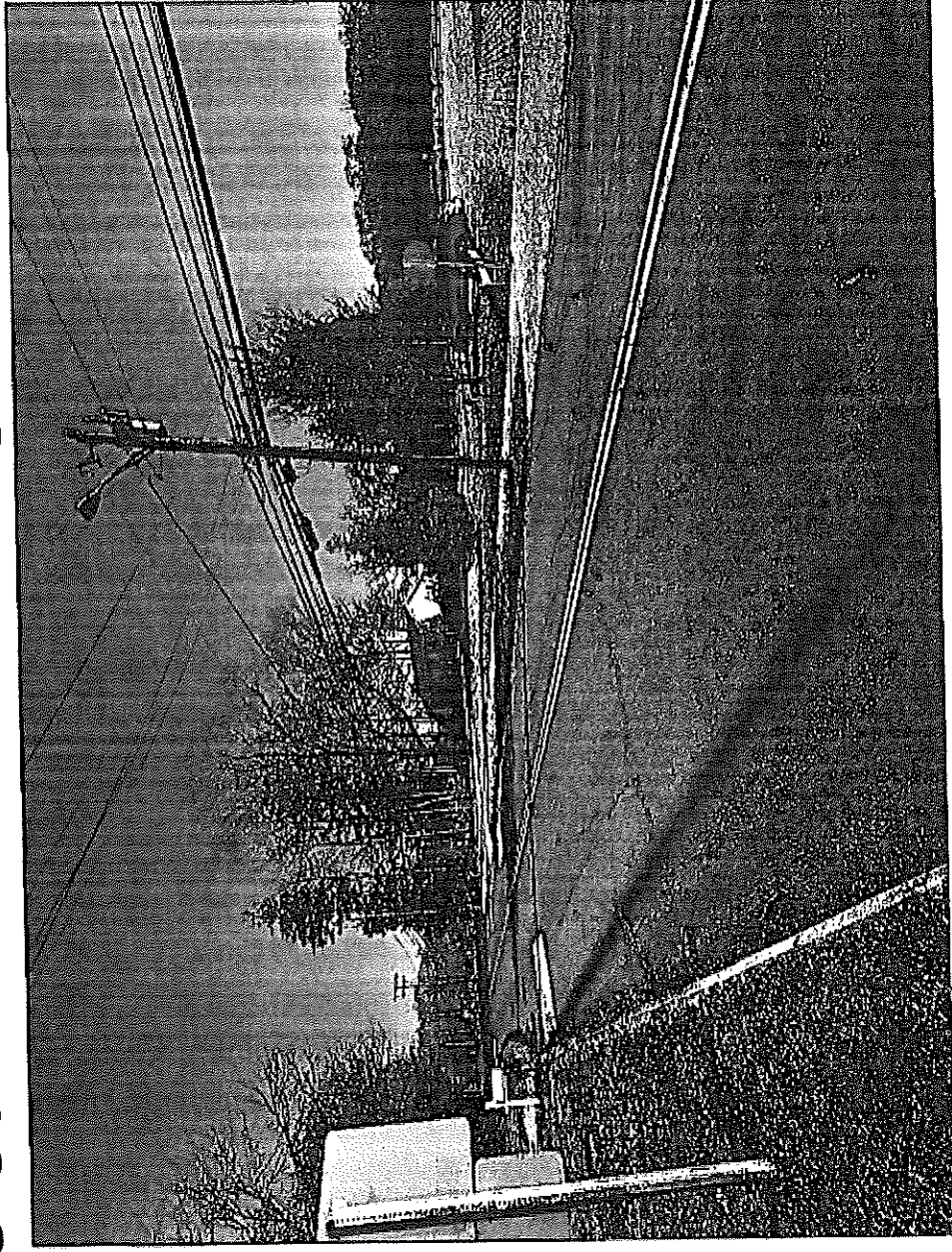
Town of Waterford
Board of Selectman Meeting
December 19, 2023



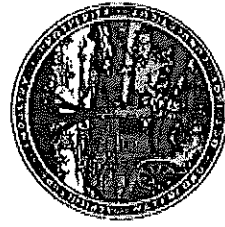
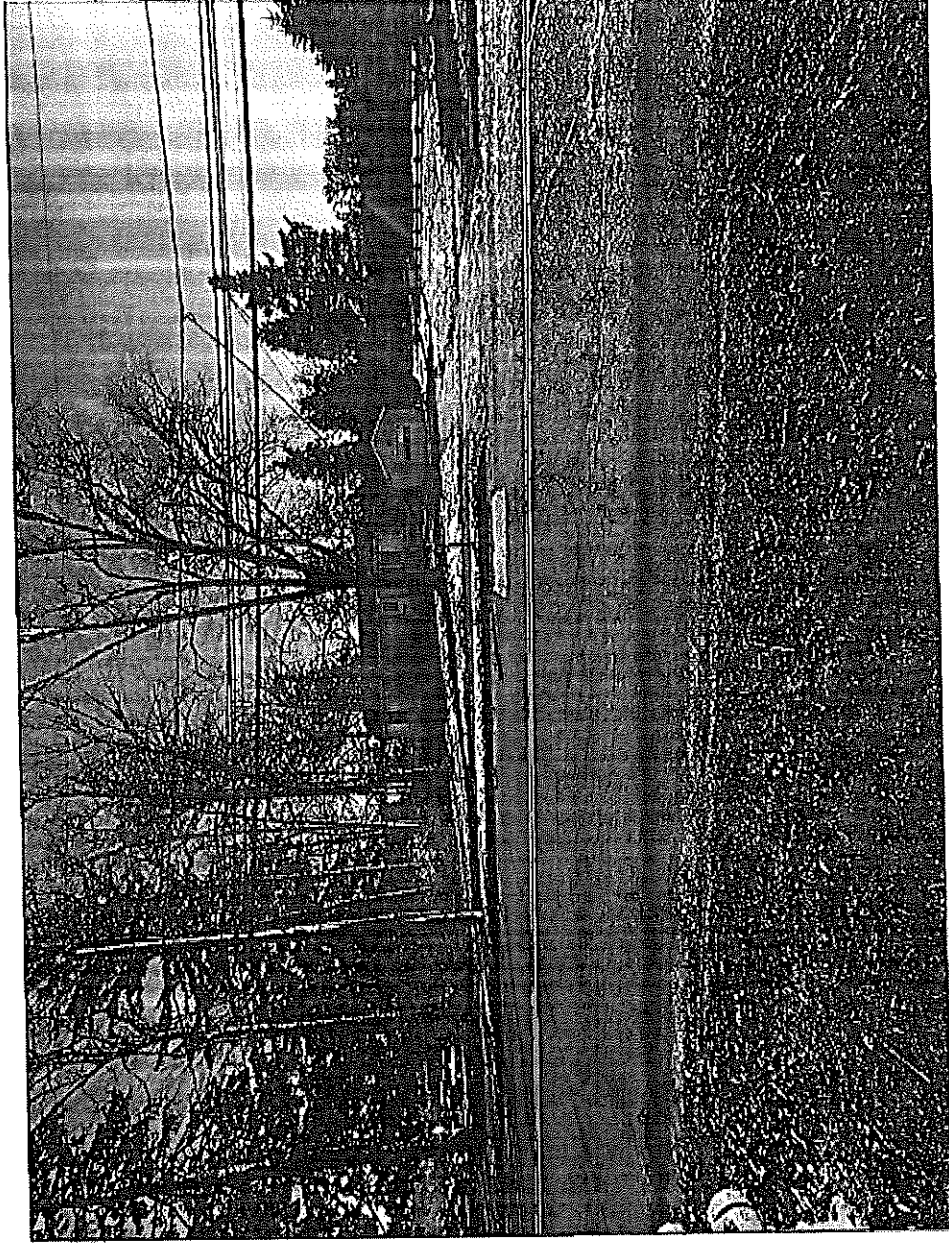
Aerial View of 8 Goshen Road



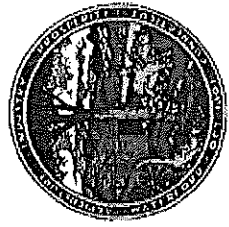
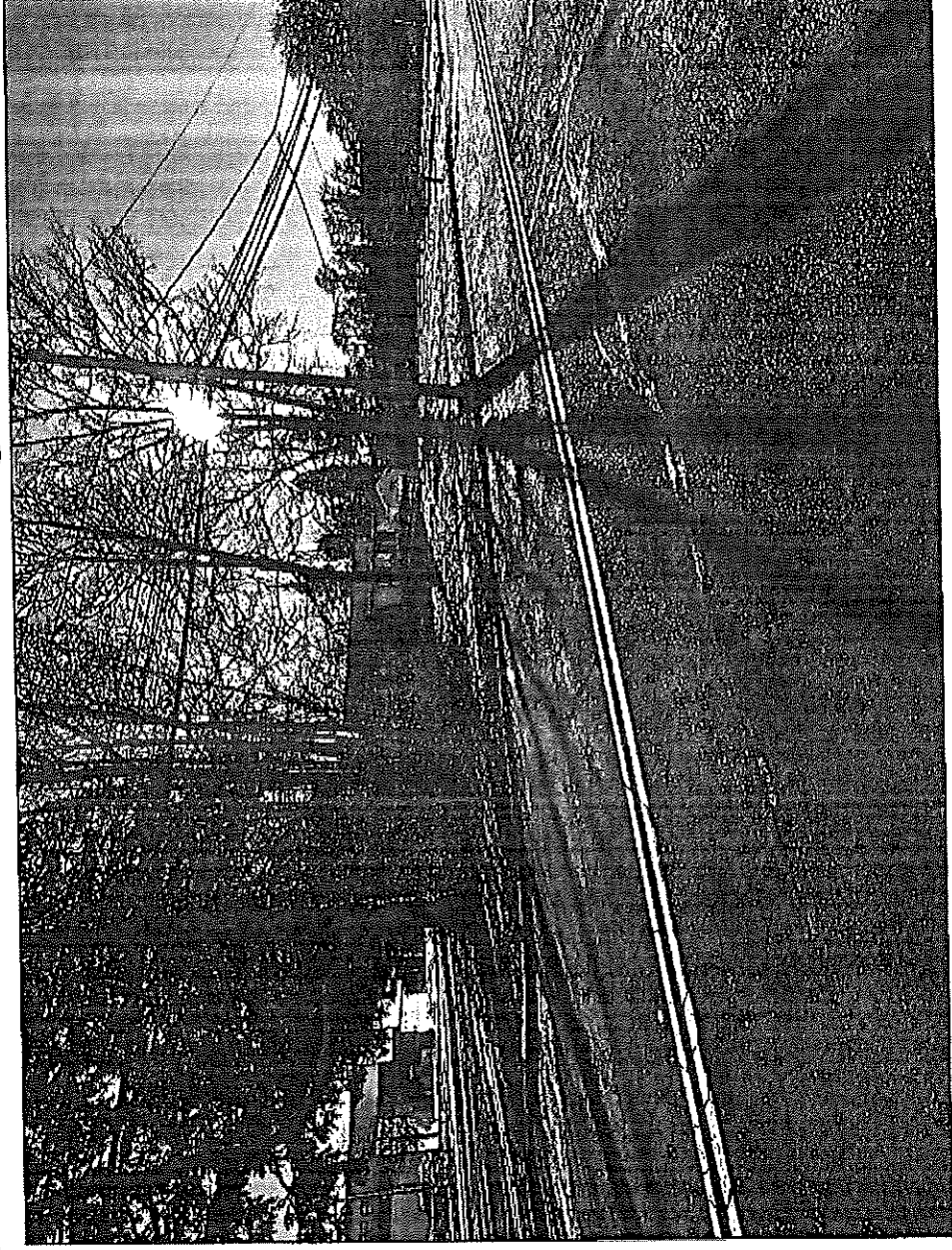
View of 8 Goshen Road Looking Southeast



View of 8 Goshen Road Looking South



View of 8 Goshen Road Looking Southwest



#17

Shannon Withey

From: Robert Avena <RAvena@sswbogg.com>
Sent: Thursday, December 14, 2023 4:09 PM
To: Robert Brule; Shannon Withey; Kimberly Allen; Nicholas Kepple
Subject: Purchase of 8 Goshen Road/ Backup to BOS Meeting

Hello: I have been asked to provide the following estimates for the \$385,000 appropriation to acquire 8 Goshen Road, under a proposed purchase contract for \$375,000 and \$750.00 toward Seller's attorney closing fees. The request of \$385,000 includes an estimate of \$1500 in title policy premium for the Town, \$750 in title search fee, \$5000 in legal (drafting of contract, negotiations, title examination and closing), and a reserve of \$2000 for possible inspection for determination of any hazardous waste on the property and contingency, Rob Avena, Esq.

Robert A. Avena, Esquire
Suisman Shapiro
20 South Anguilla Road
P.O. Box 1445
Pawcatuck, CT 06379

Direct Line: (860) 650-8008
Main Line: (860) 442-4416
Facsimile: (860) 599-3778
E-mail: ravena@sswbogg.com
www.suismanshapiro.com

This law firm is a debt collector and may be attempting to collect a debt. If this communication relates to a debt owed to one of our clients, any information obtained will be used for that purpose. Please note, however, that if you have previously received a discharge in bankruptcy, this law firm is not attempting to collect a debt, but is only enforcing a lien against the subject property.

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

#17

CONTRACT OF SALE

CONTRACT OF SALE, made this _____ day of December, 2023, between Matthew Joyce, Executor of the Estate of Lois A. Joyce, of Tonopah, Arizona 85354, hereinafter throughout described as the SELLER, and the TOWN OF WATERFORD, a municipal corporation located in the County of New London, State of Connecticut, acting hereby by Robert J. Brule, its First Selectman, hereinafter throughout described as the BUYER,

WITNESSETH:

THAT the Seller agrees to sell and convey upon the conditions herein, and the Buyer agrees to purchase, all that certain real property, hereinafter referred to as the premises, known as 8 Goshen Road, Waterford, Connecticut, and recorded in Volume 333, Page 894 of the Waterford Land Records, as more particularly described on Schedule A attached hereto.

1. CONSIDERATION

The purchase price is Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00);	<u>\$375,000.00</u>
A. Upon the signing of this contract by both Seller and Buyer, a deposit of Two Thousand Five Hundred and NO/100 Dollars (\$2,500.00) to be held by Suisman Shapiro, Attorney for Buyer;	\$2,500.00
B. By bank check or money draft at the time of the delivery of the deed, as hereinafter provided Three Hundred Seventy-Two Thousand Five Hundred and No/100 Dollars (\$372,500.00); balance	\$372,500.00
TOTAL PRICE:	<u>\$375,000.00</u>

2. CONDITIONS PRECEDENT TO PERFORMANCE

The Buyer's obligations to purchase the Premises is conditioned upon the Buyer obtaining the following reviews and appeals which shall be regarded as conditions precedent to performance:

A. The Buyer must obtain approval from the Waterford Board of Finance, Board of Selectmen, Representative Town Meeting and Planning and Zoning Commission.

B. Upon execution of this agreement, the Buyer will immediately seek said approvals, and in the event the Buyer is unable to receive said approvals on or before February 5, 2024, this agreement shall terminate, the deposit shall be returned, and thereafter, the parties shall have no further obligations to each other under the terms of this agreement.

3. DEED

The deed of conveyance shall be a full covenant Connecticut Executor's Warranty Deed, and shall be duly executed and acknowledged by the Seller, conveying all title in and to said premises. The Buyer shall be responsible for any expenses of recording said Deed.

4. ADJUSTMENTS

Taxes, assessments and other municipal charges and similar charges, shall be apportioned in the manner customarily used in the town where the premises are located as of the date of the delivery of the deed as herein provided. If delivery of said deed shall take place before any tax, assessment, or rate is determined, the last determined tax, assessment or rate shall be used for the purpose of apportionment. Buyer to pay Seven Hundred Fifty and No/100 Dollars (\$750.00) towards Seller's cost of legal fees.

5. RISK OF LOSS

The risk of loss or damage to the premises until the time of the delivery of the deed is assumed by the Seller. In the event that such loss or damage does occur prior to the delivery of the deed, the Seller shall be allowed a reasonable time thereafter, not to exceed thirty (30) days after the date for the delivery of the deed hereunder, within which to repair or replace such loss or damage. In the event the Seller does not repair or replace such loss or damage within said time, the Buyer shall have the option:

A. of terminating this Contract in which event all sums paid on account hereof, or advanced costs, if any, are in fact incurred by the Buyer, shall be paid to the Buyer without interest thereon. Upon receipt of such payments this Contract shall terminate and become null and void and all further claims and obligations between the parties hereto, by reason of this Contract, shall thereupon be released and discharged;

B. of accepting a deed conveying said premises in accordance with all the other provisions of this Contract, upon payment of the aforesaid purchase price and of receiving the benefit of all insurance monies recovered or to be recovered on account of such loss or damage, less the amount of any monies actually expended by the Seller on said repairs.

Written notice of Buyer's exercise of either of these options shall be given by the Buyer to the Seller by mail, directed to the Seller at his address as hereinbefore written, within five (5) days after the expiration of the time provided hereunder for Seller to repair or replace the loss or damage.

6. TITLE

If, upon the date of closing of title as hereinafter provided, the Seller shall be unable to convey to the Buyer a good and marketable title to the premises, subject only as aforesaid, the Seller shall have a further period of thirty (30) days within which to perfect title. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect under the Standards of Title of the Connecticut Bar Association, where applicable, or where a policy of title insurance can be obtained at Buyer's expense at no additional premium without any exception for the presumed title defect. If, at the end of said period, Seller is still unable to convey good and marketable title to the premises subject only as aforesaid, the Buyer may elect to accept such title as the Seller can convey upon the payment of the purchase price as aforesaid, or may refuse to accept the deed of conveyance. Upon such refusal all sums paid on account hereof, together with the reasonable fees for the examination of the title to the premises, if any are in fact incurred by the Buyer, shall be paid to Buyer. Upon receipt of such payments this Contract shall terminate and become null and void and all further claims and obligations between parties hereto, by reason of this Contract, shall thereupon be released and discharged.

7. REPRESENTATION

Seller represents, in order to induce Buyer to enter into this Contract, unless otherwise stated, at the time of closing of title that:

A. There shall exist no violations of any governmental rules, regulations or limitations, including provisions of any ordinance, municipal regulation, including planning and

zoning and applicable building and/or health codes, or public or private law, relating to the premises being conveyed herein, including any building, appurtenances, fixture or system located thereon.

B. There shall exist no violations of any restriction, covenant, agreement or condition affecting the premises being conveyed, as provided herein.

C. Seller is record owner in fee simple of the premises being conveyed herein and has power to convey under the Last Will and Testament and through the probate court.

D. There are no municipal or state assessments imposed on said premises, and there have been no municipal improvements made for which an assessment has been or will be levied, except as specifically set forth herein.

E. There are no current pending or threatened administrative or legal actions against the Seller under any hazardous waste, pollution, or other environmental law or regulation and that the Seller has not received any notice from any state, federal or local governmental authority to the effect that it may not be in full compliance with any hazardous waste, pollution or other environmental law or regulation. Seller further represents that there are no hazardous or toxic substances on the subject property.

8. CLOSING

The closing shall be held twenty (20) days after the expiration of any appeal periods for all of the town reviews and approvals required and take place at the offices of Suisman Shapiro, 20 South Anguilla Road, Pawcatuck, Connecticut, or at such other place or time as may be mutually

agreed upon by the parties hereto upon payment of the aforesaid purchase price, but no later than March 1, 2024, without the written consent of both parties.

9. DEFAULT

In the event the Buyer is in default by reason of failure or refusal to comply with any of the terms of the Contract, the Seller may cancel this Contract and retain all payments paid to the escrow agent as liquidated damages to compensate the Seller for actual reasonable attorney's fees, miscellaneous costs incidental to the sale, loss of time in securing a Buyer and for other cause and damages incapable of exact determination such as, but not limited to, expenses incurred in the continued maintenance of the property, taxes, interest and insurance, damages incorrect in the removal of the property from the real estate market during the period of this Contract, inconvenience of relisting the Premises for sale, additional legal fees, and loss of interest income on the balance of the purchase price.

If the Seller shall default, the Buyer may enforce this Contract according to law or equity, except that the Seller's failure to perform as a result of title defects and/or loss or damage to the property prior to closing shall be governed by the provisions of Paragraphs 5 and 6 of this Contract.

10. COMPLIANCE

The delivery of the deed and closing of title shall constitute full compliance by the Seller with all of the terms, covenants, conditions and representations contained herein or connected with this transaction, with the exception of the warranties and covenants of the warranty deed and any other obligations expressly stated herein to survive the delivery of the deed.

11. ENVIRONMENTAL STUDY

Seller shall provide Buyer with all environmental studies and tests performed on said premises for any contamination, spill, or leak, within two (2) weeks of the date of both parties signing this agreement. As used herein, the term "waste material" shall mean any "solid waste," "hazardous waste," or "hazardous substance," as such terms are defined by the Resource Conservation and Recovery Act of 1980, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any other federal, state or municipal law, regulations, or guideline; tort, contract or common law; any mixture of sewerage or other waste material that passes through a sewerage system to a treatment facility.

Buyer reserves the right to further inspect and conduct additional studies and testing on the premises during the period prior to closing. If any waste material is discovered in, on, or beneath the real property as a result of said testing and inspection, Buyer may, by written notice given to Seller or Seller's attorney, elect to terminate this Agreement or perform it according to its tenor. Should Buyer elect to terminate this Agreement pursuant to this paragraph, Seller shall immediately return to Buyer all monies deposited with Seller or Seller's attorney pursuant to this Agreement and this Agreement shall be null and void, of no further force or effect, and neither party shall have any rights, in law or equity, against the other.

The terms of the aforesaid are to apply and bind the heirs, executors, administrators, successors and assigns of the respective parties.

Wherever the same shall apply, the singular shall include the plural, and the use of any gender shall be applicable to all genders.

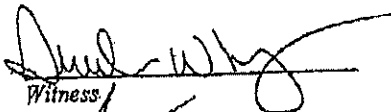
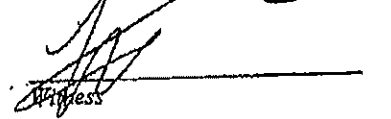
12. CONDITION OF THE PREMISES

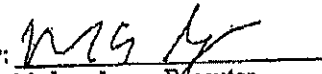
The parties agree that the property is to be vacant at the time of closing and that no tenants or rights to occupy by any tenants shall exist at the time of closing.

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

Signed, Sealed and Delivered
in the Presence of:

SELLER:


Witness

Witness

By: 
Mathew Joyce, Executor
The Estate of Lois A. Joyce

BUYER:
TOWN OF WATERFORD

Witness

By: _____
Robert J. Brule
Its: First Selectman
Duly Authorized

Witness

SCHEDULE A

Form 188 Connecticut QUIT-CLAIM DEED—(Survivorship)

VOL 333 PAGE 894



TUTTLE LAW FIRM ATTORNEYS AT LAW
TUTTLE LAW FIRM, PALLADIUM, CT 06455

To all People to Whom these Presents shall Come, Greeting:

Know Ye, That WE, MATTHEW A. JOYCE and CAMIE L. JOYCE
of the Town of Waterford, County of New London and State of
Connecticut

for divers good causes and considerations thereunto moving, especially for ONE DOLLAR
AND OTHER VALUABLE CONSIDERATIONS received to our full satisfaction of

AUSTIN J. JOYCE and LOIS JOYCE of the Town of Waterford,
County of New London and State of Connecticut

have remised, released, and forever quitclaimed, and do by these Presents, for ourselves
and our successors and heirs, justly and absolutely remise, release, and forever QUIT-
CLAIM unto the said Releasees

and the survivor of them, and the heirs and assigns of the survivor of them forever all such
right and title as we the said Releasees

have or ought to have in or to

that certain piece or parcel of land located in the Town of
Waterford, County of New London and State of Connecticut being
known as Lot 6A on the southerly side of Goshen Road owned by
Matthew A. & Camie L. Joyce and shown on a plan by Rowley
Engineering & Associates Waterford, CT and dated July 6, 1987
bounded and described as follows:

Beginning at a marestone on the southerly side line of Goshen Road
at the northeasterly corner of the Town of Waterford; thence
S 08° 12' 36" E along land now or formerly of said Town of
Waterford for a distance of 174.00 feet to an iron pin; thence
S 81° 40' 05" W along land now or formerly of said Joyce for a
distance of 115.00 feet to a concrete monument; thence
N 08° 12' 36" W along land now or formerly of said Joyce for a
distance of 174.00 feet to a concrete monument; thence
N 81° 40' 05" E along the southerly side line of Goshen Road for
a distance of 115.00 feet to a marestone at the point of beginning.
The above described lot contains .046 acres, more or less.

Being a portion of the premises conveyed to the Releasees herein
by warranty deed of Albert J. Perry dated August 16, 1982 and
recorded in Vol. 266, page 126 of the Waterford Land Records.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

3

January 17, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, January 10, 2024, it was voted to recommend to the Representative Town Meeting, an appropriation in the amount of **\$34,181 from Line Item 20547-57882 Computer Replacements** to purchase replacement computer equipment from Dell according to State Contract number 13PSO280.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: IT, Dell Computers

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 17 A 9:00
ATTEST: *[Signature]*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

To: First Selectman Rob Brule ; Finance Director Kim Allen
From: IT Manager, Jeffrey Robillard
Date: 12/11/2023
RE: Appropriation request for Dell computers off state contract.

This request is for an appropriation in the amount of \$34,180.35 toward Capital Non-Recurring designated line 20547-57882 Computer Replacements. The quote for the equipment is provided from Dell according to the State Contract number 13PS0280 which was extended through January 31, 2024.

This request is the start of an ongoing yearly project to replace computers throughout the town on a cycle of approximately 7 years. The replacement process will target departments so that all computers in a specific department are replaced to ease in support of the department for updates, reducing application support issues, and allowing for quick swap of hardware for critical needs.

12/19/23, BOS approved



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000169847085.1	Sales Rep	Alvaro Higuero
Total	\$34,180.35	Phone	(800) 456-3355, 80000
Customer #	97884266	Email	Alvaro.Higuero@Dell.com
Quoted On	Dec. 11, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 10, 2024		CT-L TOWN OF WATERFORD
Contract Name	Connecticut Reverse Auction #4		15 ROPE FERRY RD
Contract Code	C000000901169		WATERFORD, CT 06385
Customer Agreement #	MNWNC-108		
Deal ID	25959873		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order.
Thank you for shopping with Dell!

Regards,
Alvaro Higuero

Shipping Group

Shipping To	Shipping Method
JEFFREY ROBILLARD	Standard Delivery
CT-L TOWN OF WATERFORD	
15 ROPE FERRY RD	
WATERFORD, CT 06385-2886	
(860) 625-5765	

Product	Unit Price	Quantity	Subtotal
Logitech Keyboard K120	\$10.33	30	\$309.90
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	\$39.19	5	\$195.95
OptiPlex Small Form Factor (Plus 7010)	\$885.00	30	\$26,550.00
OptiPlex Micro (Plus 7010)	\$954.50	5	\$4,772.50
Dell 27 Monitor - P2722H, 68.6cm (27")	\$196.00	12	\$2,352.00

Subtotal:	\$34,180.35
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$34,180.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$34,180.35
--------	-------------

Maximize your new
technology on day one

Dell ProDeploy Suite



Shipping Group Details

Shipping To

JEFFREY ROBILLARD
CT-L TOWN OF WATERFORD
15 ROPE FERRY RD
WATERFORD, CT 06385-2886
(860) 625-5765

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Logitech Keyboard K120	\$10.33	30	\$309.90
Estimated delivery if purchased today: Dec. 18, 2023 Contract # C000000901169 Customer Agreement # MNWNC-108			

Description	SKU	Unit Price	Quantity	Subtotal
Logitech Keyboard K120	A6998935	-	30	-
		Unit Price	Quantity	Subtotal
		\$39.19	5	\$195.95

Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF

Estimated delivery if purchased today:
Dec. 15, 2023
Contract # C000000901169
Customer Agreement # MNWNC-108

Description	SKU	Unit Price	Quantity	Subtotal
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	452-BDUY	-	5	-
		Unit Price	Quantity	Subtotal
		\$885.00	30	\$26,550.00

OptiPlex Small Form Factor (Plus 7010)

Estimated delivery if purchased today:
Dec. 28, 2023
Contract # C000000901169
Customer Agreement # MNWNC-108

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXE	-	30	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	30	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	30	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	30	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWV	-	30	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	30	-
M.2 22x30 Thermal Pad	412-AAQT	-	30	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	30	-
NO RAID	817-BBBN	-	30	-
Intel Integrated Graphics	490-BBFG	-	30	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	30	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	30	-
DVD+/-RW Bezel	325-BDSH	-	30	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	30	-
CMS Essentials DVD no Media	658-BBTV	-	30	-
No Media Card Reader	379-BBHM	-	30	-

No Additional Video Ports	492-BCKH	-	30	-
No Keyboard Selected	580-AABG	-	30	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	30	-
No Cover Selected	325-BCZQ	-	30	-
Dell Additional Software	658-BFPY	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-
Dell Watchdog Timer	379-BEZG	-	30	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	30	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	30	-
Shipping Material	340-CQYR	-	30	-
Shipping Label	389-BBUU	-	30	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	30	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	30	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	30	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	30	-
Desktop BTO Standard shipment	800-BBIO	-	30	-
No Additional Add In Cards	382-BBHX	-	30	-
Custom Configuration	817-BBBB	-	30	-
Internal Speaker	520-AARD	-	30	-
Intel vPro Enterprise	631-ADPF	-	30	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	30	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	30	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	30	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	30	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	30	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	30	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	30	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	30	-
		Unit Price	Quantity	Subtotal
		\$954.50	5	\$4,772.50

OptiPlex Micro (Plus 7010)

Estimated delivery if purchased today:

Dec. 15, 2023

Contract # C000000901169

Customer Agreement # MNWNC-108

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	210-BFXS	-	5	-
13th Gen Intel Core i5-13500T (6+8 Cores/24MB/20T/1.6GHz to 4.6GHz/35W)	338-CHBX	-	5	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	5	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	5	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWU	-	5	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	5	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	5	-
NO RAID	817-BBBN	-	5	-

Micro Plus with 35W CPU L5.5 FSJ local build	329-BHPL	-	5	-
US Power Cord	450-AAZN	-	5	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	5	-
Internal Antenna	555-BH DV	-	5	-
Wireless Driver, Intel(R) WiFi 6e AX211 2x2 (Gig+) + Bluetooth 5.3	555-BI IO	-	5	-
No Additional Video Ports	492-BCKH	-	5	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJ JG	-	5	-
Mouse included with Keyboard	570-AADI	-	5	-
No Cover Selected	325-BCZQ	-	5	-
Dell Additional Software	658-BFPY	-	5	-
ENERGY STAR Qualified	387-BBLW	-	5	-
Dell Watchdog Timer	379-BE ZG	-	5	-
Quick Start Guide, OptiPlex Micro Plus	340-DDHH	-	5	-
Print on Demand Label	389-BDQH	-	5	-
Trusted Platform Module (Discrete TPM Enabled)	329-BB JL	-	5	-
Shipping Material	340-CQYN	-	5	-
Shipping Label	389-BBUU	-	5	-
FSJ Reg label 130W adaptor	389-FBSJ	-	5	-
Intel Rapid Storage Technology Driver MFF	658-BFQK	-	5	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	5	-
Desktop BTS/BTP Shipment	800-BBIP	-	5	-
130 Watt A/C Adapter	450-AMQF	-	5	-
Fixed Hardware Configuration	998-FZPP	-	5	-
No Option Included	340-ACQQ	-	5	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	5	-
Internal Speaker	520-AAVE	-	5	-
Intel vPro Enterprise	631-BBKP	-	5	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	5	-
ProSupport Plus: Accidental Damage Service, 5 Years	812-3938	-	5	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	812-3939	-	5	-
ProSupport Plus: Next Business Day Onsite 5 Years	812-3940	-	5	-
ProSupport Plus: 7x24 Technical Support, 5 Years	812-3941	-	5	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	5	-
No Accidental Damage Selected	981-4619	-	5	-

Unit Price	Quantity	Subtotal
\$196.00	12	\$2,352.00

Dell 27 Monitor - P2722H, 68.6cm (27")

Estimated delivery if purchased today:

Dec. 15, 2023

Contract # C000000901169

Customer Agreement # MNWNC-108

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	12	-
Dell Limited Hardware Warranty	814-5380	-	12	-

Advanced Exchange Service, 3 Years

814-5381

12

Subtotal:	\$34,180.35
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$34,180.35

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@ dell.com or ARSalesTax@emc.com, as applicable.

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

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

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

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

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

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

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

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

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

CONTRACT OF SALERECEIVED FOR RECORD
WATERFORD, CT

CONTRACT OF SALE, made this _____ day of January, 2024, between the OSWEGATCHIE FIRE COMPANY NO. 4, INC., aka OSWEGATCHIE FIRE COMPANY #4, INC., of Waterford, Connecticut 06385, hereinafter throughout described as the Seller, and the TOWN OF WATERFORD, a municipal corporation located in the County of New London, State of Connecticut, acting hereby by Robert J. Brule, its First Selectman, hereinafter throughout described as the Buyer,

WITNESSETH:

THAT the Seller agrees to sell and convey upon the conditions herein, and the Buyer agrees to purchase, all that certain real property, hereinafter referred to as the premises, known as 439 Boston Post Road, Waterford, Connecticut, and recorded in Volume 516, Page 530 and 441 Boston Post Road, Waterford, Connecticut, and recorded in Volume 46, Page 370, both of the Waterford Land Records, as more particularly described on Schedule A attached hereto.

1. CONSIDERATION

The purchase price is One and No/100 Dollars (\$1.00):

\$1.00

A. By bank check at the time of the delivery of the deed, as hereinafter provided.

\$1.00

TOTAL PRICE:

\$1.002. CONDITIONS PRECEDENT TO PERFORMANCE

The Buyer's obligations to purchase the Premises is conditioned upon the Buyer obtaining the following reviews and appeals which shall be regarded as conditions precedent to performance:

A. The Buyer must obtain approval from the Waterford Board of Selectmen and Planning and Zoning Commission (8-24 Review).

B. Upon execution of this agreement by Sellers, the Buyer will immediately seek said approvals, and in the event the Buyer is unable to receive said approvals on or before April 15, 2024, this agreement shall terminate, and thereafter, the parties shall have no further obligations to each other under the terms of this agreement.

3. DEED

The deed of conveyance shall be a full covenant Connecticut Warranty Deed, and shall be duly executed and acknowledged by the Seller with Corporate Authority, conveying all title in and to said premises. The Buyer shall be responsible for any expenses of recording said Deed. No conveyance tax will be required.

4. ADJUSTMENTS

Taxes, assessments and other municipal charges and similar charges, shall be apportioned in the manner customarily used in the town where the premises are located as of the date of the delivery of the deed as herein provided. If delivery of said deed shall take place before any tax, assessment, or rate is determined, the last determined tax, assessment or rate shall be used for the purpose of apportionment.

5. RISK OF LOSS

The risk of loss or damage to the premises until the time of the delivery of the deed is assumed by the Seller. In the event that such loss or damage does occur prior to the delivery of the deed, the Seller shall be allowed a reasonable time thereafter, not to exceed thirty (30) days after the date for the delivery of the deed hereunder, within which to repair or replace such loss or damage. In the event the Seller does not repair or replace such loss or damage within said time, the Buyer shall have the option:

A. of terminating this Contract in which event all sums paid on account hereof, or advanced costs, if any, are in fact incurred by the Buyer, shall be paid to the Buyer without interest thereon. Upon receipt of such payments this Contract shall terminate and become null and void and all further claims and obligations between the parties hereto, by reason of this Contract, shall thereupon be released and discharged;

B. of accepting a deed conveying said premises in accordance with all the other provisions of this Contract, upon payment of the aforesaid purchase price and of receiving the benefit of all insurance monies recovered or to be recovered on account of such loss or damage, less the amount of any monies actually expended by the Seller on said repairs.

Written notice of Buyer's exercise of either of these options shall be given by the Buyer to the Seller by mail, directed to the Seller at its address as hereinbefore written, within five (5) days after the expiration of the time provided hereunder for Seller to repair or replace the loss or damage.

6. TITLE

If, upon the date of closing of title as hereinafter provided, the Seller shall be unable to convey to the Buyer a good and marketable title to the premises, subject only as aforesaid, the Seller shall have a further period of thirty (30) days within which to perfect title. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect under the Standards of Title of the Connecticut Bar Association, where applicable, or where a policy of title insurance can be obtained at Buyer's expense at no additional premium without any exception for the presumed title defect. If, at the end of said period, Seller is still unable to convey good and marketable title to the premises subject only as aforesaid, the Buyer may elect to accept such title as the Seller can convey

upon the payment of the purchase price as aforesaid, or may refuse to accept the deed of conveyance. Upon such notice, this Contract shall terminate and become null and void, and all further claims and obligations between parties hereto, by reason of this Contract, shall thereupon be released and discharged.

7. REPRESENTATION

Seller represents, in order to induce Buyer to enter into this Contract, unless otherwise stated, at the time of closing of title that:

A. There shall exist no violations of any governmental rules, regulations or limitations, including provisions of any ordinance, municipal regulation, including planning and zoning and applicable building and/or health codes, or public or private law, relating to the premises being conveyed herein, including any building, appurtenances, fixture or system located thereon.

B. There shall exist no violations of any restriction, covenant, agreement or condition affecting the premises being conveyed, as provided herein.

C. Seller is record owner in fee simple of the premises being conveyed herein and has power to convey by requisite vote of the Corporation.

D. There are no municipal or state assessments imposed on said premises, and there have been no municipal improvements made for which an assessment has been or will be levied, except as specifically set forth herein.

E. There are no current pending or threatened administrative or legal actions against the Seller under any hazardous waste, pollution, or other environmental law or regulation and that the Seller has not received any notice from any state, federal or local governmental authority to the effect that it may not be in full compliance with any hazardous waste, pollution or

other environmental law or regulation. Seller further represents, to the best of its knowledge, that there are no hazardous or toxic substances on the subject property.

8. CLOSING

The closing shall be held twenty (20) days after the expiration of any appeal periods for all of the town reviews and approvals required and take place at the offices of Suisman Shapiro, 20 South Anguilla Road, Pawcatuck, Connecticut, or at such other place or time as may be mutually agreed upon by the parties hereto upon payment of the aforesaid purchase price, but no later than May 15, 2024, without the written consent of both parties.

9. COMPLIANCE

The delivery of the deed and closing of title shall constitute full compliance by the Seller with all of the terms, covenants, conditions and representations contained herein or connected with this transaction, with the exception of the warranties and covenants of the warranty deed and any other obligations expressly stated herein to survive the delivery of the deed.

10. ENVIRONMENTAL STUDY

Seller shall provide Buyer with all environmental studies and tests performed on said premises for any contamination, spill, or leak, within two (2) weeks of the date of both parties signing this agreement. As used herein, the term "waste material" shall mean any "solid waste," "hazardous waste," or "hazardous substance," as such terms are defined by the Resource Conservation and Recovery Act of 1980, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, or any other federal, state or municipal law, regulations, or guideline; tort, contract or common law; any mixture of sewerage or other waste material that passes through a sewerage system to a treatment facility.

Buyer reserves the right to further inspect and conduct additional studies and testing on the premises during the period prior to closing. If any waste material is discovered in, on, or beneath the real property as a result of said testing and inspection, Buyer may, by written notice given to Seller or Seller's attorney, elect to terminate this Agreement or perform it according to its tenor. Should Buyer elect to terminate this Agreement pursuant to this paragraph, this Agreement shall be null and void, of no further force or effect, and neither party shall have any rights, in law or equity, against the other.

The terms of the aforesaid are to apply and bind the heirs, executors, administrators, successors and assigns of the respective parties.

Wherever the same shall apply, the singular shall include the plural, and the use of any gender shall be applicable to all genders.

11. CONDITION OF THE PREMISES

The parties agree that at the time of closing no tenants other than Seller shall use the property in a manner consistent with the terms of the Town's lease for same with the Seller.

12. If a new or renovated Fire Station is not built on this property, this agreement is null and void and the Oswegatchie Fire Company will retain ownership of the building and all land referenced herein.

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

Signed, Sealed and Delivered
in the Presence of:

SELLER:
OSWGATCHIE FIRE COMPANY
NO. 4, INC.

By: _____

Chief

Witness as to both

By: _____

Board of Directors President

Witness as to both

BUYER:
TOWN OF WATERFORD

By: _____

Robert J. Brule
Its: First Selectman
Duly Authorized

Witness

Witness

SCHEDULE A

PARCEL ONE: (439 Boston Post Road)

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

Beginning at a drill hole which marks the southeast corner of the property herein conveyed and the southwest corner of Lot #2 as shown on said plan; thence north 52° 05' west 122.20 feet to a Connecticut highway bound; thence north 36° 29' west 95.00 feet to a merestone and other land of The Oswegatchie Fire Co., Incorporated; thence north 35° 58' east along said fire company land 111.95 feet to a merestone and still other land of said fire company; thence south 50° 39' east along said fire company land 213.57 feet to an iron pipe and the northwest corner of Lot #2; thence south 34° 31' west along said Lot #2 131.06 feet to the point and place of beginning.

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

Being the same premises described in a Quit Claim Deed from Oswegatchie Volunteer Fire Service Benefit Association to the Oswegatchie Fire Company #4, Inc. dated and recorded September 15, 2000 in Volume 516, Page 530 of the Waterford Land Records.

PARCEL TWO: (441 Boston Post Road)

A certain tract or parcel of land situated in the Town of Waterford, on the Northerly side of the Boston Post Road and bounded and described as follows: Beginning at the Southeasterly corner of the land herein described, and running thence westerly along the northerly line of the said Boston Post Road, as established by the merestone set by the State Highway Department, sixty-five (65) feet; thence running northerly at right angles to the said highway ninety-six and seven tenths (96.7) feet; thence deflecting to the right seventy four degrees and fifty minutes 74° 50' and running easterly thirty four (34) feet to the northwesterly corner of the land of Emma L. Hoagland; thence deflecting to the right eighty eight degrees and thirteen (88° 13') and running southerly along said Hoagland land one hundred ten and four tenths (110.4) feet to the point of beginning. Said tract being bounded easterly by land of Emma L. Hoagland, southerly by the Boston Post Road, and westerly and northerly by land of the grantor.

Said tract being conveyed subject to the following conditions. It is understood and agreed that the land herein conveyed is for the use and housing of a fire company and should said land cease to be used for such purposes, or if after a period of five years from the date of this deed, be building for the housing of fire apparatus shall have been erected thereon, then the said land shall revert to the grantor, his heirs or assigns.

Being the same premises described in a Warrantee Deed from Courtland R. Darrow to the Oswegatchie Fire Company No. 4 (Inc) dated April 10, 1931 and recorded April 16, 1994 in Volume 46, Page 370 of the Waterford Land Records.

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LEASE AGREEMENT

RECEIVED FOR RECORD
WATERFORD, CT

2024 JAN 24 P 4: 28

This Lease is hereby made by and between the **TOWN OF WATERFORD**, (hereinafter "Town") a municipal corporation, Landlord, and the **OSWEGATCHIE FIRE COMPANY NO. 4, INC.**, (hereinafter "Company") a not-for-profit corporation, Tenant, in furtherance of an Agreement between the Town and the Company which memorializes the continued working relationship between the Parties Said Agreement is incorporated hereto and shall function as a part of this Lease. (See Exhibit A)

SIGNATURES OF LANDLORD AND TENANT

TENANT:

LANDLORD:

Oswegatchie Fire Company No. 4, Inc.,
a not-for-profit Corporation

Town of Waterford, a municipal
Corporation

By: _____
(Signature)

By: _____
(Signature)

Name:
Title:

Name: Robert J. Brule
Title: First Selectman

TERMS AND CONDITIONS

1. DEFINITIONS AND KEY BUSINESS TERMS.

- (a) The "Effective Date" of the Lease shall be _____.
- (b) "Building" means the building located at 441 (and a portion of 439) Boston Post Road, Waterford, Connecticut 06385.
- (c) "Premises" means that certain _____ square feet of rentable area located on the first floor of the Building designated as the new Oswegatchie Fire Station. A description of the leased Premises appears in Exhibit "B".
- (d) The "Lease Term" or "Term" shall be twenty (20) years, renewable by agreement of the parties.

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(e) "Landlord's Address for Receipt of Notice" shall be *Office of the First Selectman, Town of Waterford, 15 Rope Ferry Road, Waterford, CT 06385.*

(f) "Tenant's Address for Receipt of Notice" shall be 441 Boston Post Road, Waterford, Connecticut.

2. GRANT OF A PORTION OF THE PREMISES TO TENANT.

Tenant leases a portion (See Oswegatchie Fire Company No. 4, Inc. Space Requirements in Exhibit B) of the Premises from Landlord upon the terms and conditions stated in this Lease. Tenant will also have the non-exclusive right to use for fire fighting purposes and other Company business, other areas of the Building designated by Landlord from time to time as common and town space, pursuant to all directives of the Town Director of Fire Services for those areas of the Town Building, as amended as the Town deems necessary from time to time. The Company acknowledges the Town as owner and operator of the Fire Station is vested with the authority to establish and amend (with reasonable notice) building rules, procedures and protocols. The Town intends to develop such rules in collaboration with the Oswegatchie Fire Company No. 4, Inc. in order to create a building environment which meets the operational needs of both organizations.

3. TERM OF THE LEASE.

The term of the lease shall be for a term of 20 years, upon completion of the new firehouse facility, with the potential to renew by agreement of the parties for an additional period of not less than 10 years.

4. RENT.

Nominal Rent of \$1.00 per year is due on the first of January of every calendar year. No other operating charges above and beyond the dollar shall be paid by the Tenant.

5. USE OF LEASED PREMISES.

Tenant shall use the leased Premises and any other areas of the building made available to the Company for the purpose of meeting its obligations under the aforementioned Town-Company Agreement, to advance the mission of providing fire fighting, training, recruitment, retention and fire safety educational activities for the Town as well as conduct the organizational business of the Company. The Parties mutually anticipate that such use of non-leased portions of the building may include but is not necessarily limited to regular scheduled use of the main station meeting room for departmental business as well as additional use of the meeting space to be scheduled as needed through the Town; access to storage of gear equipment and apparatus in responding to incidents, use of the kitchen both for scheduled functions as well as incidental use in a manner consistent with building and Town Fire Department rules,

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access sleeping quarters as part of the departmental participation to events warranting extended stays in the building. Tenant shall not use the leased Premises for any unlawful purpose or in any manner that in Landlord's reasonable opinion will constitute waste, nuisance or unreasonable annoyance to Landlord or any other use of the Building. Maintenance of the leased Premises are the responsibility of the Landlord. Use of the leased Premises and all other parts of the building is subject to all rules, policies and procedures established by the Town as amended as necessary over time. Tenant shall not generate, use, store, or cause or permit the escape, disposal or release of any Hazardous Materials in or about the Building or the Land. "Hazardous Materials" shall mean any substance, material or other item designated as hazardous or toxic under any applicable federal, state or local laws and the regulations adopted thereunder and any substance whose presence in Landlord's reasonable judgment could be detrimental to the Building or the Land or hazardous to health or the environment.

6. SERVICES AND UTILITIES.

Landlord will furnish to the leased Premises heating, ventilation and air-conditioning ("HVAC") during hours of operation defined in the Use of the leased Premises section above during the seasons they are required at levels of temperature and humidity that are comfortable and consistent with the services supplied by other commercial buildings in the neighborhood. Tenant shall not install any equipment in the leased Premises or elsewhere in the building that generates excessive heat. "Excessive heat" shall be deemed to result from the installation of machinery or equipment, other than normal office machinery and equipment, in an area not engineered for such office machinery and equipment, or the installation and concurrent operation of a number of normal office machines or pieces of equipment in an area not engineered for such a concentration. Landlord will provide electricity; water, elevator service, exterior window-cleaning service, and all grounds maintenance, including snow removal. Landlord reserves the right to curtail or suspend any utility, service or Building system when necessary or desirable in the reasonable judgment of Landlord, by reason of accident, emergency, repairs, alterations, replacements or improvements or any other reason whatsoever, until such cause has been removed or remedied. Landlord shall provide office cleaning service and trash removal for the leased Premises. All other services not specified in this Lease for the leased Premises will be the Tenant's responsibility using contractors or vendors approved by Landlord. Such approvals will be provided in a timely manner through an agreement with the Director of Fire Services.

7. MAINTENANCE AND REPAIRS.

Tenant shall keep and maintain the leased Premises and all fixtures and equipment located therein in clean, safe and sanitary condition and in compliance with all legal requirements, shall take good care thereof and notify the landlord for requested repairs thereto, shall suffer no waste or injury thereto, and at the expiration or earlier termination of the Lease Term, shall surrender the leased Premises in the same order and condition in which they were on the Lease Commencement Date (ordinary wear and tear consistent with the permitted use hereunder excepted). All injury, breakage and damage to the

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leased Premises and to any other part of the Building or the Land caused by any act or omission of any invitee, agent, employee, subtenant, assignee, contractor, client, family member, licensee, customer or guest of Tenant (collectively "Invitee") or Tenant, shall be repaired or replaced (as applicable) by and at Tenant's expense, after requesting said repair or replacement and after affording Tenant a reasonable period of time to respond, Landlord shall have the right at Landlord's option to make any such repair or replacement and to charge Tenant for all costs and expenses incurred in connection therewith. Maintenance and repair of leased areas, facilities, finishes and equipment (including, but not limited to, telecommunications and computer equipment, kitchen/galley/coffee equipment, and all other furniture, finishings and equipment of Tenant and any alterations (as hereinafter defined) made by Tenant) shall be the sole responsibility of Tenant. Landlord shall have the right to require Tenant, at Tenant's sole expense, to enter into maintenance contracts with duly qualified contractors satisfactory to Landlord in all respects providing for good, workmanlike, first-class and prompt maintenance and repair of such areas, facilities, finishes, equipment and alterations as may be designated by Landlord in its reasonable discretion. Landlord shall keep the exterior walls, load bearing elements, foundations, pipes and conduits, roof and common areas that form a part of the Building, and the Building standard mechanical, electrical, HVAC and plumbing systems that are provided by Landlord in the operation of the Building, clean and in good operating condition and, shall make all required repairs thereto.

8. ALTERATIONS.

Upon completion of construction, Tenant shall accept delivery of the leased Premises on the Delivery Date in "as is" condition as of the Effective Date. Tenant shall not make or permit anyone to make any alteration in or to the leased Premises or the Building without Landlord's prior written consent, which consent may be granted, withheld, or conditioned in Landlord's reasonable discretion. If any alteration is made without Landlord's prior written consent, then Landlord shall have the right, in addition to the right to exercise all other available remedies, at Tenant's expense to remove and correct such alteration and restore the leased Premises and the Building to their condition immediately prior thereto or to require Tenant to do the same. If any lien (or a petition to establish a lien) is filed in connection with any alteration, then Tenant shall discharge such lien (or petition) at Tenant's expense within ten (10) days after the filing of such lien by the payment thereof or filing of a bond acceptable to Landlord. Alterations to the leased Premises or the Building made by either party and all fixtures attached thereto shall immediately become Landlord's property and shall remain upon and be surrendered with the leased Premises at the expiration or earlier termination of the Lease Term. Tenant shall have the right to remove from the leased Premises all of Tenant's personal property, furniture, fixtures and equipment, so long as any repairs required after the removal has been completed are performed at Tenant's expense. If any property is left in the leased Premises beyond sixty (60) days by Tenant upon expiration or earlier termination of the Lease Term, then the same shall, at Landlord's option be deemed abandoned and shall thereupon become Landlord's property and shall be surrendered with the leased Premises as a part thereof and Landlord shall have the right to dispose of all

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such property without any liability or obligation to account to Tenant or to any party having any interest in such property.

9. SIGNS.

Except for Oswegatchie Fire Company No. 4, Inc. bulletin board in agreed upon location, Tenant shall not paint, affix or otherwise display on any part of the exterior or interior of the Building (or any part of the leased Premises which is visible from outside the leased Premises) any sign, advertisement or notice without the Landlord's prior approval.

10. COVENANTS OF TENANT.

Tenant further covenants and agrees as follows:

10.1 Assignment or Subletting. Tenant shall not transfer or assign its interest in this Agreement or sublet the leased Premises, in whole or in part, without the Landlord's prior written consent.

10.2 Insurance. Tenant shall be responsible for its personal property and equipment of located within the leased Premises, including the provision of such amounts of insurance or contents as Tenant shall deem advisable.

10.3 Maintenance.

11. LIABILITY OF LANDLORD AND TENANT.

Landlord, its employees and agents shall not be liable to Tenant, any Invitee or any other person or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever (except for liability caused by the negligence or intentional act of Landlord or as otherwise provided in this Section), including without limitation repair to any portion of the leased Premises or the Building; interruption in the use of the leased Premises or any equipment therein; any accident or damage resulting from any use or operation (by Landlord, Tenant or any other person or entity) of elevators or heating, cooling, electrical, sewerage, or plumbing or mechanical equipment or apparatus; termination of this Lease by reason of damage to the leased Premises or the Building; fire, robbery, theft, vandalism, mysterious disappearance or any other casualty; actions of any other occupant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; leakage in any part of the leased Premises or the Building from water, rain, ice, snow or other cause that may leak into, or flow from, any part of the leased Premises or the Building or the Land, or from drains, pipes or plumbing fixtures in the leased Premises or the Building or the Land. If any condition exists which may be the basis of a claim of constructive eviction, then Tenant shall give Landlord written notice thereof and a reasonable opportunity to correct such condition, and in the interim Tenant shall not claim that it has been constructively evicted

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or is entitled to a rent abatement. Any property placed by Tenant or Invitees in or about the leased Premises, the Building or the Land shall be there at the sole risk of Tenant, and Landlord shall not in any manner be responsible therefor. Any non-fire service related activities or events will be conducted in a manner consistent with the requirements of the Town's liability carrier (regarding insurance or hold harmless agreements).

12. TENANT'S INDEMNITY.

Tenant shall reimburse Landlord for, and shall indemnify, defend upon request and hold Landlord, its employees and agents harmless from and against, all legal liability (including attorneys' fees) suffered by or claimed against Landlord, directly or indirectly, based on or arising out of, in whole or in part, Tenant's negligence in use and occupancy of the leased Premises or the business conducted therein.

13. LANDLORD'S INDEMNITY.

Landlord shall reimburse Tenant for, and shall indemnify, defend upon request and hold Tenant, its employees and agents harmless from and against, all legal liability (including attorneys' fees) suffered by or claimed against Tenant, directly or indirectly, based on or arising out of, in whole or in part, Landlord's negligence in the operation of the Building.

14. RULES.

Tenant and Invitees shall observe the rules specified in Exhibit C. Tenant and Invitees shall also observe any other rule that Landlord may promulgate for the operation or maintenance of the Building, provided that notice thereof is given and such rule is not inconsistent with the provisions of this Lease, including directives of the Director of Fire Services, subject to appeal of such directive to the Office of the First Selectman.

15. DAMAGE OR DESTRUCTION.

If the leased Premises or the Building are totally or partially damaged or destroyed thereby rendering the leased Premises totally or partially untenantable, then Landlord and Tenant each shall have the right to terminate this Lease as of the sixtieth (60th) day after such damage or destruction by giving written notice of termination within forty-five (45) days after the occurrence of such damage or destruction. If this Lease is not terminated as a result of such damage or destruction, then Landlord shall bear the expenses of such repair and restoration of the leased Premises and the Building; provided, however, that if such damage or destruction was caused by the act or omission of Tenant or any Invitee, then Tenant shall pay the amount by which such expenses exceed the insurance proceeds, if any, actually received by Landlord on account of such damage or destruction; and provided further, however, that in no event shall Landlord be required to repair or restore any work and materials not deemed by Landlord to be building standard work and materials, any alteration previously made by Tenant or any of Tenant's trade fixtures, furnishings, equipment or personal property.

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16. COVENANTS OF LANDLORD.

Landlord covenants that if Tenant shall perform timely all of its obligations, then, subject to the provisions of this Lease, Tenant shall during the Lease Term peaceably and quietly occupy and enjoy possession of the leased Premises without hindrance by Landlord or anyone claiming through Landlord. Landlord reserves the right to change the arrangement and location of entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the Building, and, in connection with such work, to temporarily close door entry ways, common or public spaces and corridors of the Building so long as the leased Premises remain reasonably accessible; erect, use and maintain pipes and conduits in and through the leased Premises; grant to anyone the exclusive right to conduct any particular business in the Building not inconsistent with the permitted use of the leased Premises; the sidewalks and other exterior areas, including any antenna rights or rights in any air space; install and display signs, advertisements and notices on any part of the exterior or interior of the Building; install such access control systems and devices as Landlord deems appropriate; create easements over the leased Premises and in the entrances, aisles and stairways of any parking areas for utilities, telephone lines, sanitary sewer, storm sewer, water lines, pipes, conduits, drainage ditches, sidewalks, pathways, emergency vehicles, and ingress and egress for the use and benefit of others, without Tenant joining in the execution thereof and the Lease shall automatically be subject and subordinate thereto; and alter the site plan, landscaping, walkways and common areas outside the Building within the context of general site improvements, repairs and maintenance.

17. GENERAL PROVISIONS.

(a) All notices or other required communications shall be in writing and shall be deemed duly given only when delivered in person (with receipt therefor), or when sent by certified or registered mail, return receipt requested, postage prepaid, to the following addresses: (i) if to Landlord, at the Landlord Address for Notices, (ii) if to Tenant, at the Tenant Address for Notices. Landlord may, but shall not be obligated to, give notice through an attorney or other agent. Either party may change its address for the giving of notices by notice given in accordance with this Section.

(b) Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. If any provision or its application to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar thereto, and the remainder of this Lease and the application of such provision to other persons or circumstances shall not be affected.

(c) Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require.

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(d) The provisions of this Lease shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns, subject to the provisions herein restricting assignment or subletting.

(e) Landlord and its designees may enter the leased Premises with at least 24 hour notice and with the prior approval of the Company, to examine, inspect or protect the leased Premises and the Building, to make such alterations or repairs as Landlord may deem necessary.

(f) This Lease may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same document.

(g) Neither this Lease nor a memorandum thereof shall be recorded.

(h) Landlord reserves the right to make reasonable changes to the plans and specifications for the Building without Tenant's consent, provided such changes do not alter the character of the Building as a Fire Station.

(i) If Landlord is in any way delayed or prevented from performing any obligation due to fire, act of God, governmental act or failure to act, labor dispute, inability to procure materials or any cause beyond Landlord's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for the time necessary to compensate for the period of such delay or prevention.

(j) The person executing this Lease on Tenant's behalf warrants that such person is duly authorized to so act. If more than one (1) party constitutes Tenant hereunder, the liability of each such party shall be joint and several for all purposes hereunder.

END OF TERMS AND CONDITIONS

EXHIBITS FOLLOW

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EXHIBIT A OSWEGATCHIE FIRE COMPANY NO. 4, INC. AGREEMENT WITH THE TOWN OF WATERFORD

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EXHIBIT B THE LEASED PREMISES Oswegatchie Fire Company No. 4, Inc. Space Requirements

- 1) Office – x feet by x feet
- 2) Antique Pumper Space – x feet by x feet

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EXHIBIT C RULES AND REGULATIONS

1. Tenant shall not obstruct or encumber or use for any purpose other than ingress and egress to and from the leased Premises any sidewalk, entrance, passage, court, elevator, vestibule, stairway, corridor, hall or other part of the Building not exclusively occupied by Tenant. Landlord shall have the right to control and operate the town portions of the Building and the facilities furnished for town use, in such manner as Landlord deems best for the benefit of the town generally. Tenant shall not permit the visit to the leased Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the entrances, corridors, elevators and other common portions or facilities of the Building by the town. Tenant shall coordinate in advance with Landlord's Director of Fire Services all deliveries to the Building so that arrangements can be made to minimize such interference.
2. Tenant shall not place any showcase, mat or other article in any common or town area of the Building without prior Landlord consent.
3. Tenant shall not use the water and wash closets and other plumbing fixtures for any purpose other than those for which they were constructed, and Tenant shall not place any debris, rubbish, rag or other substance therein.
4. Tenant shall not construct, maintain, use or operate within the leased Premises any electrical device, wiring or apparatus in connection with a loudspeaker system or other sound system without Landlord's prior written consent. Tenant shall not construct, maintain, use or operate any such loudspeaker or sound system outside of the leased Premises.
5. Tenant shall not use any space in the Building for the sale of goods or for the sale at auction of goods or property of any kind. Tenant shall not suffer or permit any trade or occupation or activity to be carried on or use made of the leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property.
6. Tenant shall not place on any floor a load exceeding the floor load per square foot which such floor was designed to carry. Landlord shall have the right to prescribe the weight, position and manner of installation of safes and other heavy items. Landlord shall have the right to repair or replace at Tenant's expense any damage caused by Tenant's moving property into or out of the leased Premises or due to the same being in or upon the leased Premises or to require Tenant to do the same. Tenant shall not receive into the Building or carry in the elevators any furniture, equipment or bulky item except as approved by Landlord, and any such furniture, equipment and bulky item shall be delivered only through the designated delivery entrance of the Building and the designated freight elevator. Tenant shall remove promptly from sidewalks adjacent to the Building items delivered for Tenant.

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7. Tenant shall not place additional locks or bolts of any kind on any door or window or make any change in any lock or locking mechanism without Landlord's prior written approval. Tenant shall keep doors leading to a corridor or main hall closed during business hours except as such doors may be used for ingress or egress. Upon the termination of its tenancy, Tenant shall deliver to Landlord the operations manual for any security or other system installed by Tenant and all keys furnished to or procured by Tenant, and if any key so furnished is not delivered, then Tenant shall pay the replacement cost thereof.

8. Tenant shall not install or operate in the leased Premises any equipment that operates on greater than 110 volt power without obtaining Landlord's prior written consent. Landlord may condition such consent upon Tenant's payment of additional rent in compensation for the excess consumption of electricity or other utilities and for the cost of any additional wiring or apparatus that may be occasioned by the operation of such equipment. Tenant shall not install any equipment of any type or nature that will or may necessitate any changes, replacements or additions to, or changes in the use of, the water system, heating system, plumbing system, air-conditioning system or electrical system of the leased Premises or the Building, without obtaining Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole and absolute discretion. If any equipment of Tenant causes noise, vibration, radiation or any other type of interference that may be transmitted to such a degree as to be objectionable to Landlord or any tenant in the Building, then Landlord shall have the right to install at Tenant's expense vibration eliminators or other equipment, materials or devices sufficient to reduce such noise, vibration, radiation or other interference to a level satisfactory to Landlord or to require Tenant to do the same; it being understood and agreed, however, that if Landlord determines that such noise, vibration, radiation or other interference cannot be reduced to a level sufficient to address such objections, Landlord shall have the right to prohibit Tenant's use of such equipment.

9. Landlord may exclude from the Building any person who does not properly identify himself to the Building management or guard on duty. Landlord may require any person admitted to or leaving the Building to register.

10. Tenant shall not use the leased Premises for lodging, except in designated areas.

11. Before closing and leaving the leased Premises at any time, Tenant shall close all windows and turn off all lights. Tenant shall cooperate with Landlord in Landlord's effort to conserve energy. Tenant shall utilize the Building's Venetian blinds, if any, in such a manner as to assist Landlord in maintaining reasonably comfortable temperatures in the Building.

12. Tenant shall not request Landlord's employees to do anything outside of such employees' regular duties without Landlord's prior written consent. Tenant's special requirements will be attended to only upon application to Landlord, and any such special requirements shall be billed to Tenant in accordance with the schedule of charges

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maintained by Landlord from time to time or as is agreed upon in writing in advance by Landlord and Tenant. Tenant shall not employ any employee of Landlord for any purpose whatsoever without Landlord's prior written consent.

13. Canvassing, soliciting and peddling in the Building are prohibited. Tenant shall cooperate to prevent the same.

14. Only hand trucks equipped with rubber tires and side guards may be used in the Building. Tenant shall be responsible for loss or damage resulting from any delivery made by or for Tenant.

15. Landlord may, upon request of Tenant, waive Tenant's compliance with any of the rules, provided that no waiver (a) shall be effective unless signed by Landlord, (b) shall relieve Tenant from the obligation to comply with such rule in the future unless otherwise agreed in writing by Landlord, (c) granted to any tenant shall relieve any other tenant from the obligation of complying with these rules and regulations, and (d) shall relieve Tenant from any liability for any loss or damage resulting from Tenant's failure to comply with any rule.

16. Flammable, explosive or other hazardous liquids and materials shall not be brought on the leased Premises or into the Building without the prior written consent of Landlord.

17. Tenant shall store all trash and garbage within the leased Premises and shall not burn or otherwise dispose of any trash or garbage in or about the leased Premises or in any of the common areas of the Building.

18. Tenant shall use plastic chair mats under desk chairs in all carpeted areas in the leased Premises.

Memorandum of Understanding

between

TOWN OF WATERFORD

and

OSWEGATCHIE FIRE COMPANY, NO. 4, INC.

RECEIVED FOR RECORD
WATERFORD, CT

2024 JAN 24 P 4: 28

David L. Camps
TOWN CLERK

WHEREAS, pursuant to an Agreement, dated August 5, 1979, between the Town of Waterford ("Town"), and Oswegatchie Fire Company, No. 4, Inc., ("Company") and the Charter and Ordinances of the Town, which Agreement is in the process of being renewed and which provides a framework for the continued mutually beneficial relationship the Town seeks to maintain with the Company and the other four fire companies in Town;

WHEREAS, Oswegatchie is desirous of continuing to support the Town's fire fighting services for the Oswegatchie neighborhood and the rest of the Town and to do so, the Town requires a new fire station;

WHEREAS, the Town is desirous of continuing to appropriate funds to support the fire fighting, training, recruitment, retention and fire safety educational activities of the Company; and

WHEREAS, the Company and Town wish to see a new fire station constructed with Town appropriations on properties presently owned by the Company on Boston Post Road in the Oswegatchie section of Town.

NOW, THEREFORE, it is agreed that in consideration of such funding and to contribute to the Building Project, the Company and Town hereby agree as follows:

1. That this Memorandum of Understanding is evidence of the intent of the Town and the Company to execute a purchase and sale agreement which, when signed by both parties, will set forth the terms and conditions upon which the Company will convey its interest in the subject properties described herein to the Town, and the Town will construct and own a new fire station on the site as approved by the Town of Waterford and the new Oswegatchie Fire Station Building Committee, and the new fire station will both house the Town's fire operations in this part of Town and serve as the home of the Company;
2. The subject property to be conveyed is that property known as 441 and a portion of 439 Boston Post Road, Waterford, Connecticut, as shown on Schedule A hereto and made a part hereof, subject to Planning and Zoning A-29 approval, and any needed modifications to Schedule A attached hereto;

3. That a general premise of the contemplated purchase and sales agreement is that in exchange for the conveyance of the subject property, upon execution of a warranty deed, the Company will enter into a lease agreement with the Town (attached hereto as Exhibit A), whereby the Company as tenant will have certain designated uses of the subject property and the new fire station from which it can pursue its mission of providing fire fighting, training, recruitment, retention and fire safety educational activities for the Town as well as conduct the organizational business of the Company, for \$1.00 per year, for a term of not less than 20 years, with the potential to renew by agreement of the parties for an additional period of not less than 20 years, and on such other terms and conditions as agreed upon by the parties prior to the execution of the Company's deeded interest in the property. Further, the Town commits to collaborating with the Company in developing the new fire station's operating policies and procedures referenced in the Lease Agreement over the next year while the new station is designed.

IN WITNESS WHEREOF, the parties have set their hands and seals the date affixed next to each signature below.

TOWN OF WATERFORD

By: _____
Robert J. Brule— First Selectman
Date _____
Its: First Selectman
Duly Authorized

OSWEGATCHIE FIRE COMPANY NO.4, INC.

By: _____

Its:
Duly Authorized
Date _____

And

By: _____

Its:
Duly Authorized
Date _____

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

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January 17, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, January 10, 2024, it was voted to recommend to the Representative Town Meeting an additional appropriation of **\$126,821 from the Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund (CNR) line item 205-31520 to Capital and Nonrecurring Fund Project item number 20253-57792 Oswegatchie Building Renovations** subject to the execution by all parties of a contract between the Town of Waterford and Oswegatchie Fire Company No. 4 to purchase 439 and 441 Boston Post Road and a lease agreement between the parties.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Oswegatchie Fire Building Committee

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 17 A 9:00
TESTE
TOWN CLERK

Fee Proposal - Request for Proposal #23-132

The undersigned hereby agrees to provide architectural and engineering services for the new Oswegatchie Fire Station as specified herein for the following fees:

Phase I. Architectural and engineering services for update of schematic and design development phases; fee range is

from \$ 66,200. ^(schematic) to \$ 110,344. ^(design development), not-to-exceed \$ 176,550.; fee is based
on total 1,962 hours.

Reimbursable expenses are expected to range from \$ 250 to \$ 500
not-to-exceed \$ 500 for printing and mailing

Phase II. Architectural and engineering services to perform all services of construction documents, value engineering, bidding and negotiation, and construction administration. Fee proposal is 5.5 % of actual construction cost.

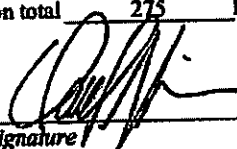
Reimbursable expenses are expected to range from \$ 250 to \$ 500

Specialty Consultants. List suggested specialty consultants and the estimated fee range for each.
Administrative fee is 5 % of consultant's fee.

Note: These fees are not included in Phase I and Phase II above:

1. Traffic Engineering: \$17,500. - \$42,500.
2. Geotechnical Borings and Recommendations: \$11,500. - \$35,000.
3. Hazardous Material Testing and Design: \$20,000. - \$25,000.
4. Boundary Survey & Wetland Delineation: \$15,000.
5. HPB. Architectural and engineering services to monitor and report on compliance of checklist requirements for High Performance Buildings; fee range is

from \$ 10,000. to \$ 25,000., not-to-exceed \$ 25,000.; fee is based
on total 275 hours.


Signature

David J. Stein, Principal
Printed name and title

3190 Whitney Avenue
Address

203-230-9007 x 201
Phone

Silver, Petrucelli & Associates, Inc.
Company


Signature

Hamden, CT 06518
City/State/Zip Code

dstein@silverpetrucelli.com
Email

RFP #23-132 Architectural & Engineering Services - Oswegatchie Fire Station
Fees for Phase One Architectural Design

Description	Silver Petrucelli + Associates	
	Low	High
Architect & Engineering Fees		
Phase I: SD & DD Update - Fee Range	\$66,200	\$110,344
Phase I: SD & DD Update - Not to Exceed	\$176,550	
Total Architect Hours	1,962	
Consultant Fees		
Administrative fee: % of consultant's fee	Minimum + 5%	Maximum + 5%
Traffic engineering	18,375	44,625
Geo borings & recommendations	12,075	36,750
Hazmat testing & design	21,000	26,250
Boundary survey & wetland delineation	15,750	15,750
HPB. Architectural and engineering services to monitor and report on compliance of checklist requirements for High Performance Buildings; SP+A fee is based on total 275 hours.	10,500.00	26,250.00
Total Consultant Fees	77,700	149,625
Phase I: Reimbursables - Range	\$250	\$500
Phase I: Reimbursables - Not to Exceed		\$500
Total Phase I Fees (based on A&E Not to Exceed)	\$144,150	\$326,675

Lowest Amount	Not to Exceed Amount
---------------	----------------------

Rebecca Hall

From: Kimberly Allen
Sent: Monday, January 8, 2024 11:50 AM
To: BOF Glenn Patterson
Cc: Rebecca Hall
Subject: RE: Update to the Wednesday Agenda

Glenn,

We can update and repost the agenda today if I receive the information today. If not received today, we can always add under new business the night of the meeting. I will advise once the information is received. My understanding is that Nick Kepple will be submitting the request on behalf of the committee.

Regards,

Kimberly Allen

Director of Finance
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
kallen@waterfordct.org
860.444.5842
860.440.0579 (fax)



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From: BOF Glenn Patterson <bof.gpatterson@waterfordct.org>
Sent: Monday, January 8, 2024 11:44 AM
To: Kimberly Allen <kallen@waterfordct.org>
Cc: Rebecca Hall <rhall@waterfordct.org>
Subject: Update to the Wednesday Agenda

Kim:

Bob Tuneski emailed me earlier today that the Oswegatchie Firehouse Committee is ready to hire an architect and is seeking funding to start the process. They're seeking to get on the Wednesday agenda.

I believe we can update/amend the agenda up to 48 hours prior to the meeting so if we post before COB today that should work. Let me know if you think I don't have that right--if not we can address it under new business.

I'll be speaking to Bob in the next hour or so and I'll forward the text of the new item then. I'll have him forward the backup directly to you and Becky. Once the updated agenda is posted, please forward the backup directly to the BOF members via email once received as well as amending the backup on-line.

BTW, belated Happy New Year to you both.

Thanks

r/

Glenn

Glenn Patterson

Waterford Board of Finance Chairman

860-235-6645(M)

MOTION

To consider and act on a request from the Oswegatchie Fire Station Building Committee and the Board of Selectmen for an additional appropriation of One-Hundred Twenty-Six Thousand Eight Hundred Twenty-one and No/000 Dollars (\$126,821.00) for architectural and specialty subcontractor services for the design of the proposed new town-owned fire station, and to favorably recommend such proposed appropriation to the RTM for consideration at its February 5, 2024 meeting.

Memorandum

To: Board of Selectmen, Board of Finance, Representative Town Meeting

From: Oswegatchie Building Committee Chair Robert Tuneski on behalf of the Committee

On February 6, 2023, the Waterford Representative Town Meeting created a Building Committee for the Oswegatchie fire station to supervise interim renovations as required and plan for and manage the replacement of the fire station, as a Town-owned facility. The Building Committee has met 14 times since last May, usually twice a month, to pursue these responsibilities. In November 2023, a request for proposals (RFP) was issued by the Committee through Waterford's purchasing agent Shea Davy. Two firms responded to the RFP: Silver Petrocelli Associates (SPA) of Hamden and New London and the Galante Studio from Cambridge MA. The candidates were interviewed last week and the committee voted to select SPA, based on their extensive experience designing numerous fire stations across Connecticut of diverse size and cost as well as their proximity to Waterford and significantly lower cost than the Galante firm. A summary of the winning bidder's proposal is attached for your review prepared by the Committee's procurement consultant, retired Fairfield, Connecticut purchasing agent Twig Holland.

The award to SBA will be a commitment of \$326,675 and the Building Committee wishes to continue to use Ms. Holland's services at a cost of \$5,000. Since the town has approximately \$204,854 remaining from an earlier appropriation for the previous Fire Station Building Committee's efforts in 2018, the Building Committee is requesting an additional appropriation from the town of \$126,821 ($\$326,675 + \$5,000 - \$204,854$), subject to execution by all parties of a contract between the Town and the Oswegatchie Fire Company No. 4, Inc. to purchase 439 and 441 Boston Post Road and a lease agreement between the parties.

SPA anticipates commencing its work this March and will collaborate with the Committee to design the new building during 2024. The goal will be to commence construction in the spring of 2025 and SPA's early target completion date is the spring of 2026. On behalf of the residents and property owners who will benefit from this critical public safety and property protection initiative, the Committee appreciates careful consideration of this request by the Selectmen, Board of Finance and RTM members. We would be pleased to provide any additional information you might require.



Town of
Waterford, CT

Oswegatchie Fire Station Building Committee Request for An Additional Appropriation of \$126,821 for Architectural and Specialty Contracts

February 5, 2024

RECEIVED FOR RECORD
WATERFORD, CT

2024 JAN 24 P 4:35

ATTEST: *Daniel L. Campos*
TOWN CLERK

2/5/2024



Oswegatchie Fire Station Building Committee



*Town of
Waterford, CT*

- The Oswegatchie Fire Station Building Committee was chartered at the April 2023 RTM meeting, in accordance with Waterford Code of Ordinances, Chapter 2.88-Building Committees. The charge reads "due to the extensively deteriorated condition of the Oswegatchie Fire Station, that it be repaired and or replaced with a new building"
- Kick-off Meeting held May 2, 2023
- Conducted meetings every two weeks at Oswegatchie Fire Station Training Room
- Consists of a nine member bipartisan Committee including volunteer fire fighters, paid fire fighters; RTM, BOS, and BOF members; and community representatives per the RTM composition requirements
- The committee has been diligent, thoughtful, deliberate, and has maintained a sense of urgency to complete the charge



Building Committee Milestones



Town of
Waterford, CT

- Every meeting had a quorum, none rescheduled due to lack of attendance
- The Committee voting history has demonstrated remarkable consensus, notwithstanding robust discussions, with nearly every vote being unanimous
- Worked with a capital procurement consultant, Twig Holland- Former purchasing agent from Fairfield with 20 years experience at procuring \$150M in large services
- Solicited and received, lessons learned info from members of the Public Works Building Committee
- Selected Design-Bid-Build as the preferred project delivery method
 - Chose this approach instead of Design-Build or Construction Management
 - Design-Bid-Build involves hiring an architect, a program manager, and a construction firm to build the fire station
- Conducted needs versus wants exercise based upon previously generated lists of attributes and Dept. and committee member supplied lists
- Obtained previous design requirements from 2018 building committee, received needs and wants from Fire Services and Oswegatchie Volunteers, and plan on soliciting additional community input
- Initiated a Phase I (and likely Phase II) Environmental Study

2/5/2024



Building Committee Milestones (Cont.)



*Town of
Waterford, CT*

- Inventoried and tabulated existing spaces (size and use) at Oswegatchie Fire Station to serve as the basis for capturing new needs, and establishing design history
- Developed, published, and received responses to the Architect Request for Proposal (RFP)
 - Received two responses, The Galante Architecture Studio (TGAS) and Silver Petrucelli and Associates (SPA)
- Reviewed both proposals and interviewed both architects, and selected Silver Petrucelli and Associates
 - Unanimously voted to secure additional funding from BOS, BOF, and RTM (as \$204,000 remains from the original 2018 Building Committee effort)
- Developed, published, and awaiting response for the Project Manager RFP (additional funds will be requested for this service when more information is available about cost)
- Successfully negotiated property conveyance between the Town of Waterford and the Oswegatchie Fire Department #4, Inc. (OFD)
- Received unanimous approval of the additional appropriation for the Architect from BOS and BOF (subject to finalizing the purchase and sale contract with OFD)



Silver Petrucci and Associates



Town of
Waterford, CT

- The primary reasons for selecting SPA included:
 - Cost, SPA was the low bidder (by more than 50%)
 - Proximity to Waterford, with offices in Hamden and New London
 - Successfully designed over 50 fire and emergency services facilities in CT
 - Knowledgeable / familiar with local fire station design practice
 - Greater demonstrated range in design complexity , from very simple fire services structures to larger and more elaborate facilities



Fire Station Design Examples



Town of
Waterford, CT



2/5/2024



Appropriation Requested



Town of
Waterford, CT

RFP #23-132 Architectural & Engineering Services - Oswegatchie Fire Station Fees for Phase One Architectural Design			
Description		Silver Petrucelli + Associates	
Architect & Engineering Fees		Low	High
Phase I: SD & DD Update - Fee Range		\$66,200	\$110,344
Phase I: SD & DD Update - Not to Exceed		\$176,550	
Total Architect Hours		1,962	
Consultant Fees		Minimum + 5%	Maximum + 5%
Administrative fee: % of consultant's fee		18,375	44,625
Traffic engineering		12,075	36,750
Geo borings & recommendations		21,000	26,250
Hazmat testing & design		15,750	15,750
Boundary survey & wetland delineation			
HPB. Architectural and engineering services to monitor and report on compliance of checklist requirements for High Performance Buildings; SP+A fee is based on total 275 hours.		10,500.00	26,250.00
Total Consultant Fees		77,700	149,625
Phase I: Reimbursables - Range		\$250	\$500
Phase I: Reimbursables - Not to Exceed			\$500
Total Phase I Fees (based on A&E Not to Exceed)		\$144,150	\$326,675
Lowest Amount		Not to Exceed Amount	

Total Cost for SPA Architectural Services	\$	326,675
Additional Consultant Services	\$	5,000
Total	\$	331,675
Less Existing Balance from Earlier Appropriation	\$	204,854
Requested Additional Appropriation	\$	126,821

2/5/2024



Next Steps



Town of
Waterford, CT

- Secure additional appropriation from the RTM of \$126,821
- Hire SPA as the architects for the new Oswegatchie Fire Station, ECD-2/9/2024
- Hire a Program Manager to consult, represent the building committee and oversee the design and construction processes, ECD-4/2024
- Consolidate, sort-out, evaluate, and agree upon the design requirements "wants and needs" to provide to the architect as a starting point
- Continue to work in accordance with the Building Committee schedule



Town of
Waterford, CT

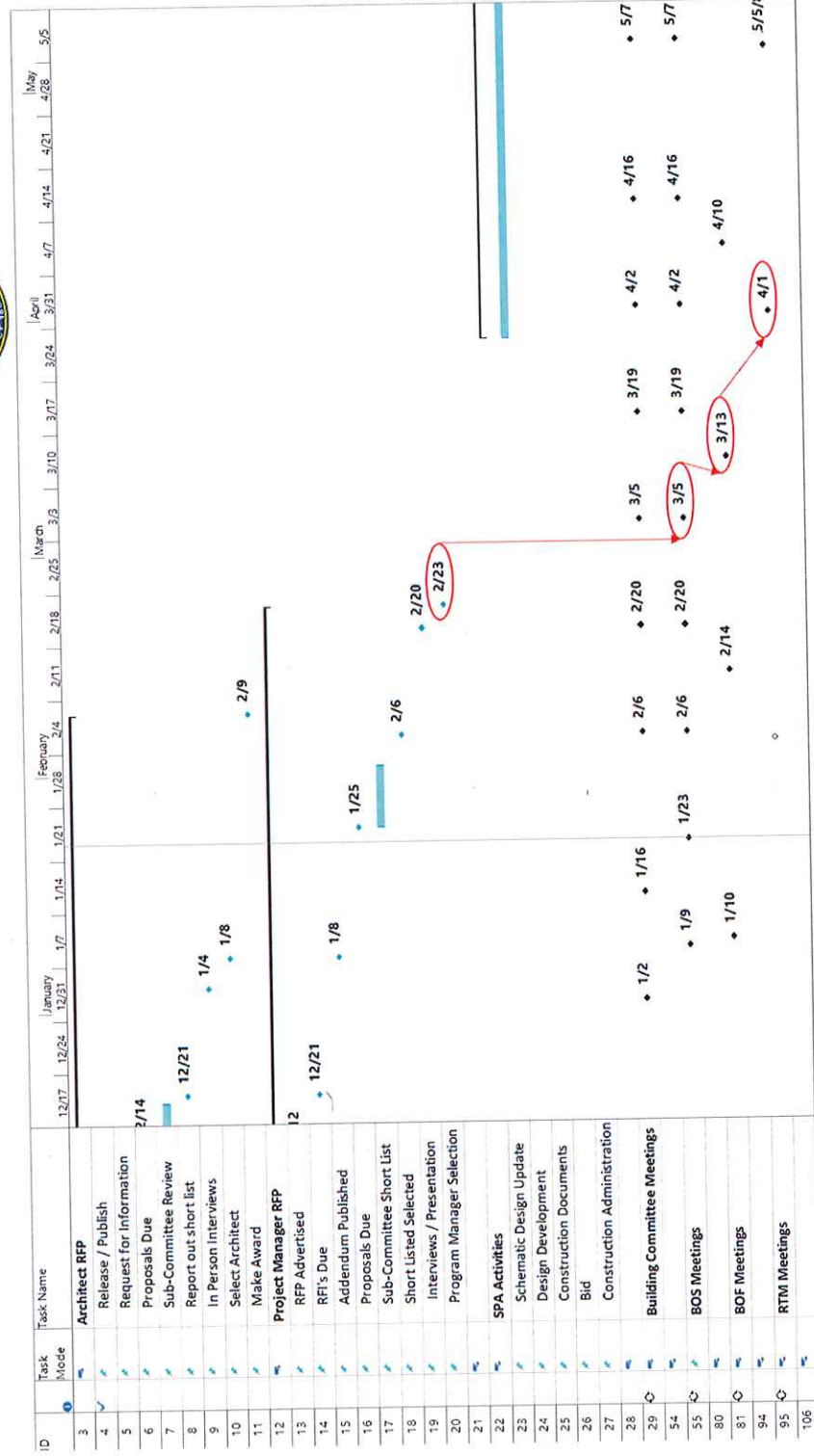
9

2/5/2024



Town of
Waterford, CT

Schedule- Near Term



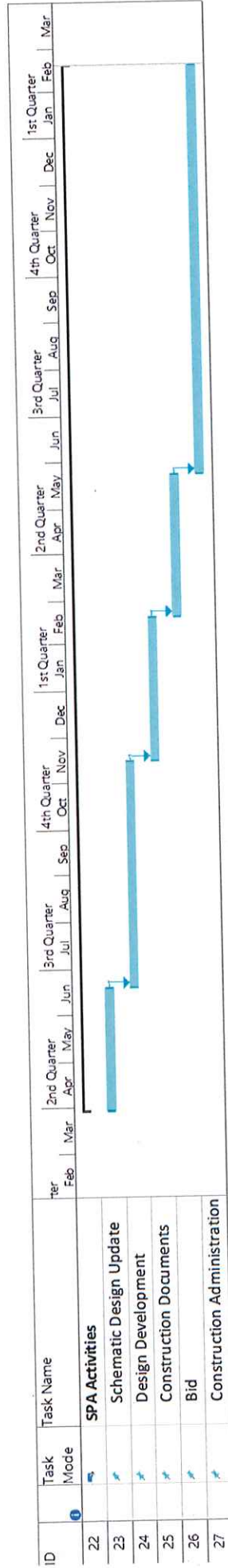
2/5/2024



Schedule- Design and Construction



Town of Waterford, CT



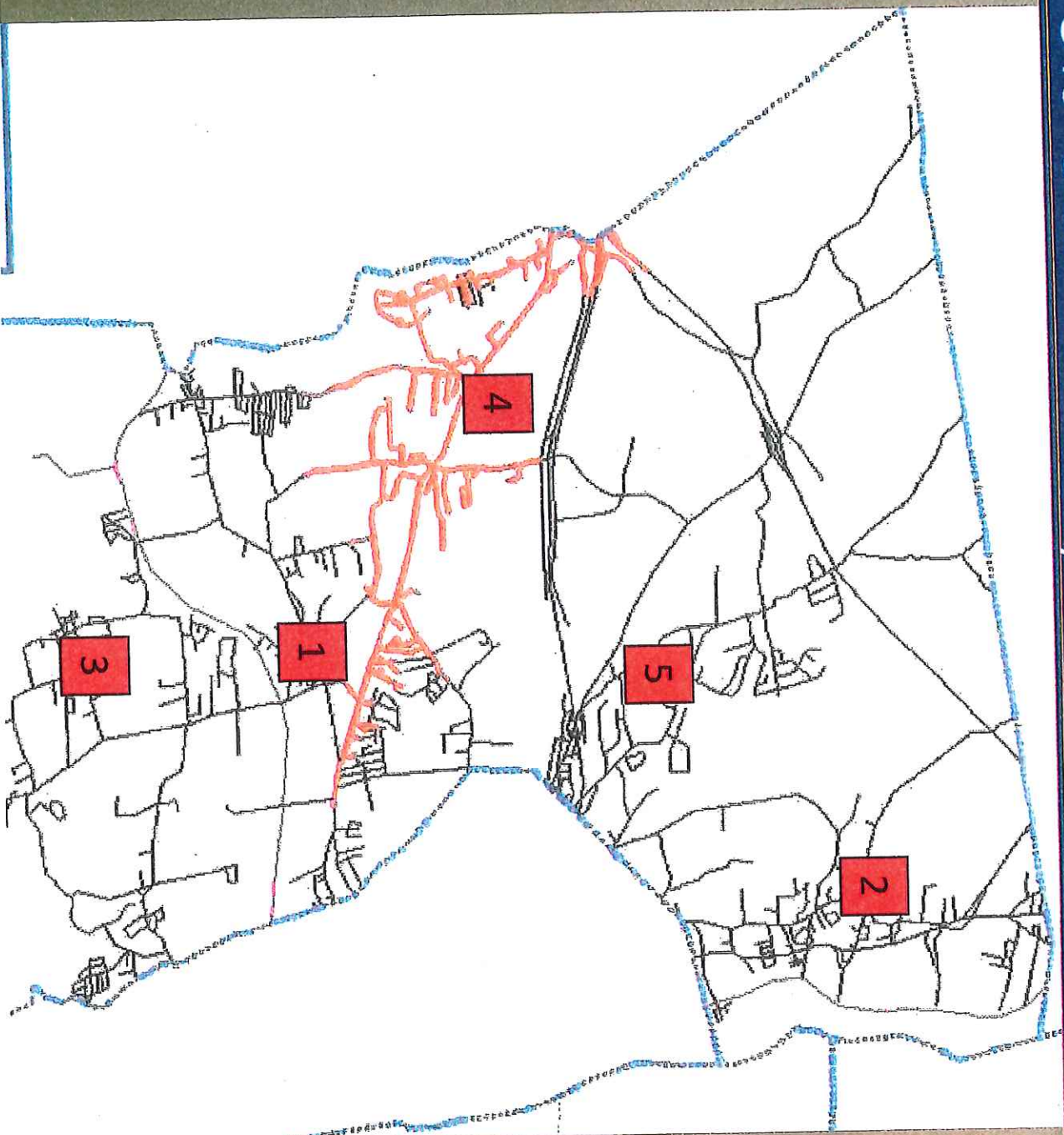
Oswegatchie Fire Station
441 Boston Post Road, Waterford CT

Temporary Framing Inspection
REPORT #1 --- October 31, 2022

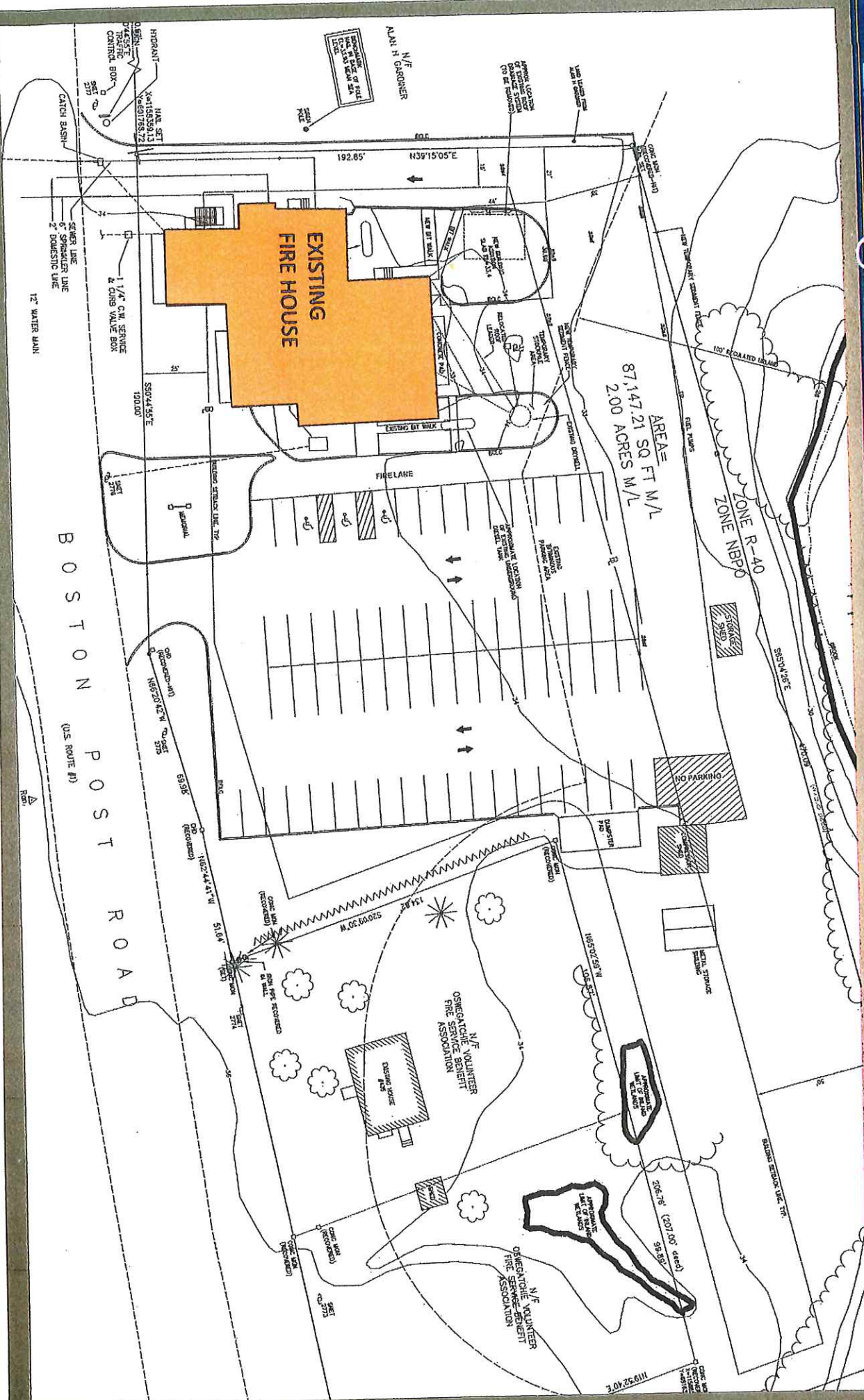


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WATERFORD, CT
2024 JAN 24 P 4: 35
ATTEST: *[Signature]*
TOWN CLERK

Streets Covered by 4 Minute Travel Time



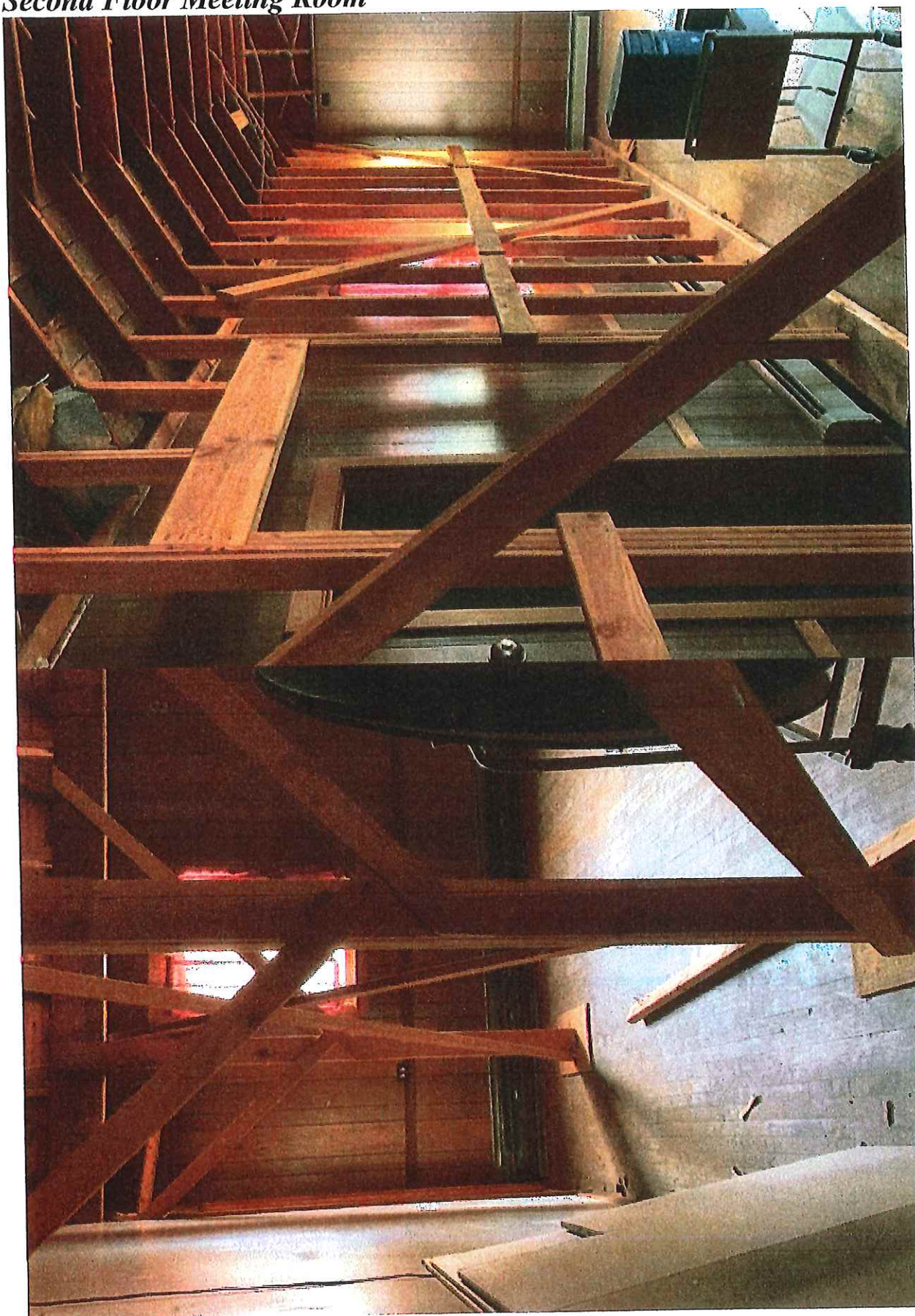
Existing Site



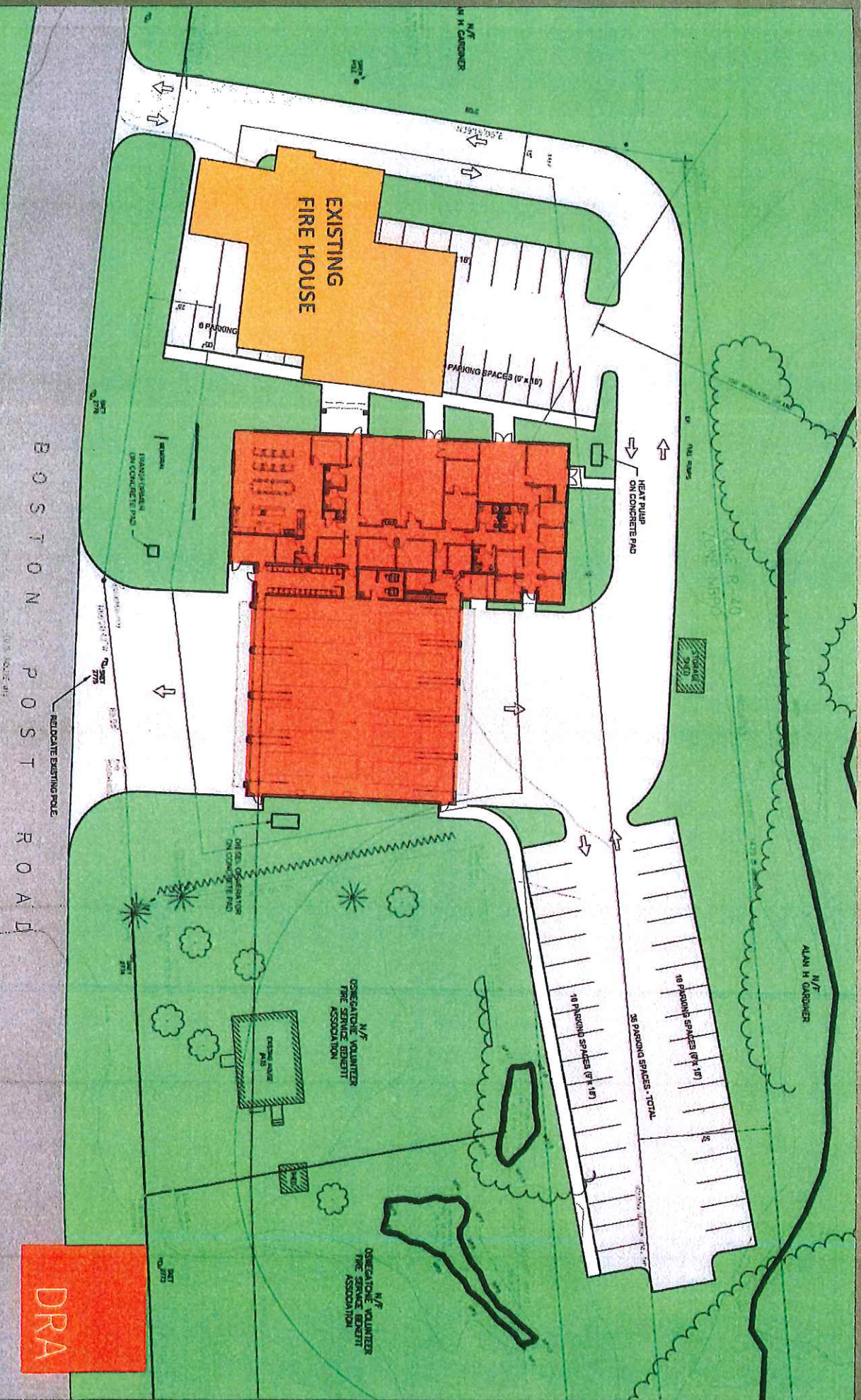
First Floor Kitchen & Bay Area



Second Floor Meeting Room



Site





Waterford Fire Department

07/01/2022 to 06/30/2023



Total Incident Count:

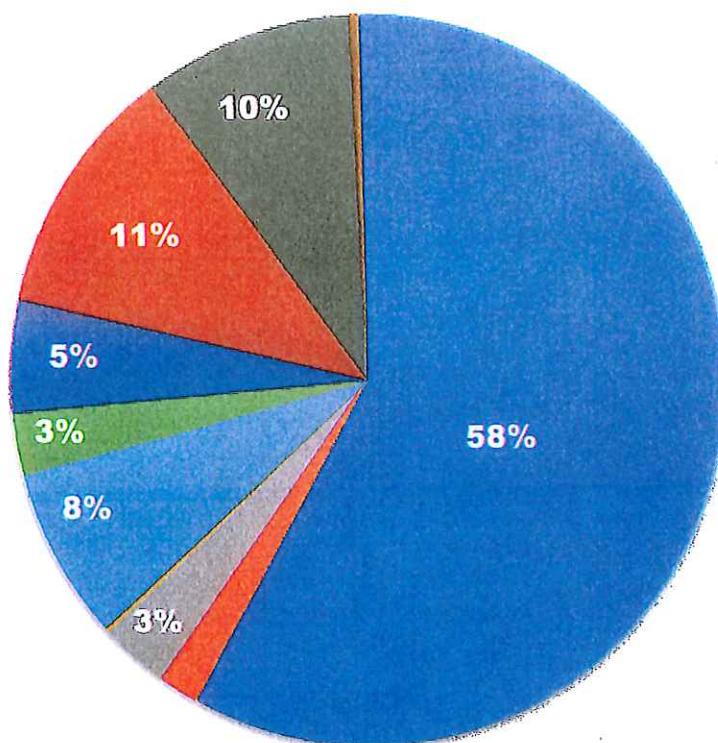
<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
3,930	2,900	2,241	2,612	2,727
	-26%	-23%	+17%	+4%

FY19: Numbers include Waterford Ambulance calls

FY20: Numbers include Waterford Ambulance calls/reductions per COVID protocol.

FY21: Number include reductions per COVID protocol.

FY 2023



■ Rescue & EMS (excluding MVA)

■ Fire Calls (all types)

■ Motor Vehicle Accidents (MVA - all types)

■ Service Calls (all types)

■ False Alarm/False Calls (all types)

■ Mutual Aid (All towns)

■ Overpressure Rupture, Explosion, Over heat NF

■ Hazardous Condition (no fire - all types)

■ Good Intent Calls (all types)

■ Severe Weather & Natural Disaster

Waterford, Connecticut

Labor Force

CT Department of Labor, 2022

	Waterford	State
Employed	9,655	1,851,993
Unemployed	414	80,470

Unemployment Rate	4%
Self-Employment Rate*	8%
*ACS, 2017-2021	

Catchment Areas of 15mi, 30mi, and 60mi

Massachusetts



Access

ACS, 2017-2021

	Waterford	State
Mean Commute Time *	21 min	26 min
No Access to a Car	5%	8%
No Internet Access	8%	9%

Commute Mode

Public Transport	0%	4%
Walking or Cycling	1%	3%
Driving	82%	91%
Working From Home *	7%	10%

Public Transit

CT transit Service	-
Other Public Bus Operations	Southeast Area Transit District (SEAT)
Train Service	-

* 5 year estimates include pre-pandemic data

Fiscal Indicators

CT Office of Policy and Management, State FY 2020-21

Municipal Revenue

Total Revenue	\$104,916,841
Property Tax Revenue	\$93,334,211
per capita	\$4,752
per capita, as % of state avg.	148%
Intergovernmental Revenue	\$8,732,352
Revenue to Expenditure Ratio	107%

Municipal Expenditure

Total Expenditure	\$97,917,550
Educational	\$56,903,477
Other	\$41,014,073

Grand List

Equalized Net Grand List	\$4,908,983,774
per capita	\$251,060
per capita, as % of state avg.	154%
Commercial/Industrial Share of Net Grand List	26%
Actual Mill Rate	27.87
Equalized Mill Rate	18.93

Municipal Debt

Moody's Rating (2023)	Aa2
S&P Rating (2023)	AA
Total Indebtedness	\$72,815,000
per capita	\$3,724
per capita, as % of state avg.	137%
as percent of expenditures	74%
Annual Debt Service	\$7,774,937
as % of expenditures	8%



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advancect.org/site-selection/ct-sitefinder

About Town Profiles

The Connecticut Town Profiles are two-page reports of demographic and economic information for each of Connecticut's 169 municipalities. Reports for data are available from profiles.ctdata.org

Feedback is welcome, and should be directed to info@ctdata.org

These Profiles can be used free of charge by external organizations, as long as *AdvanceCT* and *CTData Collaborative* are cited. No representation or warranties, expressed or implied, are given regarding the accuracy of this information.

Waterford, Connecticut

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CT Department of Labor, 2022

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Unemployed	414	80,470

Unemployment Rate	4.3%
Self-Employment Rate*	8.1%
*ACS, 2017-2021	

Catchment Areas of 15mi, 30mi, and 60mi

Massachusetts



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ACS, 2017-2021

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WATERFORD HOUSING



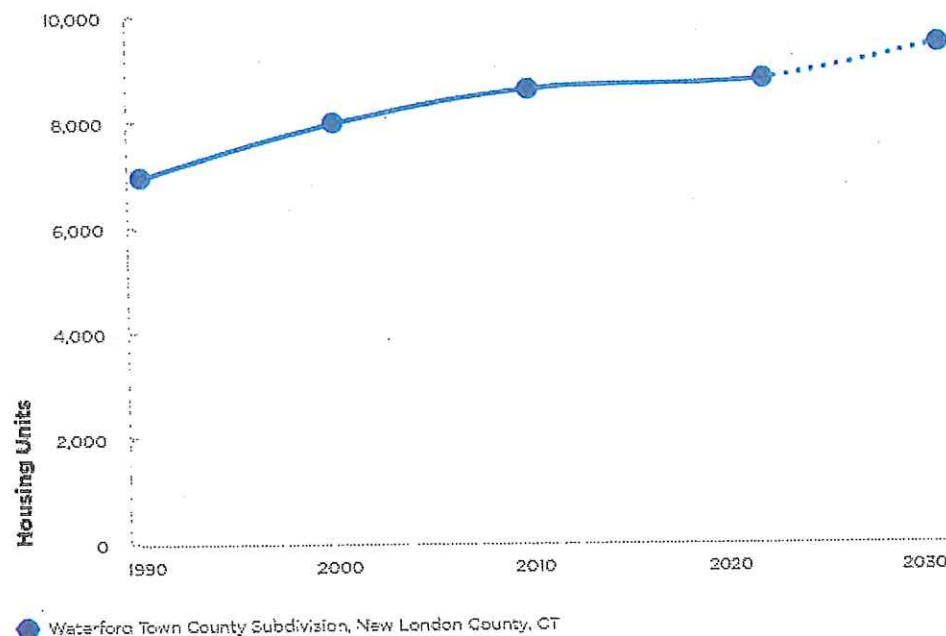
8,808

Current Housing Units
Waterford Town County
Subdivision, New London
County, CT

8,634

Housing Units in 2010
Waterford Town County
Subdivision, New London County,
CT

Housing Units Change Over Time



HOUSING TYPES



**Owner Occupied Housing
Units**

81%

Waterford Town County
Subdivision, New London
County, CT

66%
Connecticut

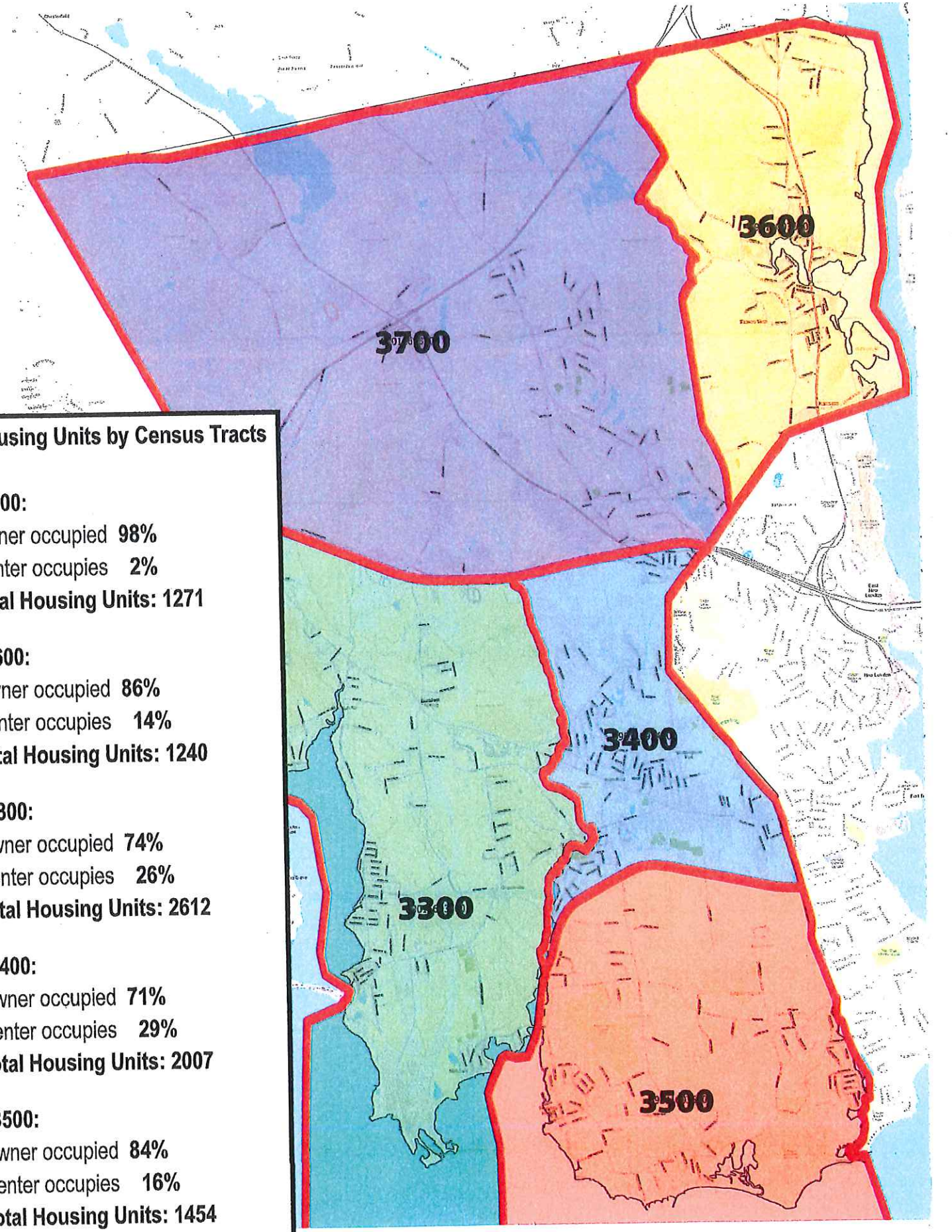


**Renter Occupied Housing
Units**

19%

Waterford Town County
Subdivision, New London
County, CT

34%
Connecticut

A map showing five census tracts outlined in red. Tract 3700 is purple, 3600 is yellow, 3300 is green, 3400 is blue, and 3500 is orange. The map includes street names and geographical features like water bodies.

Housing Units by Census Tracts

#3700:

Owner occupied 98%

Renter occupies 2%

Total Housing Units: 1271

#3600:

Owner occupied 86%

Renter occupies 14%

Total Housing Units: 1240

#3300:

Owner occupied 74%

Renter occupies 26%

Total Housing Units: 2612

#3400:

Owner occupied 71%

Renter occupies 29%

Total Housing Units: 2007

#3500:

Owner occupied 84%

Renter occupies 16%

Total Housing Units: 1454

**Commercial Units
by Census Tracts**

North End – North of I-95 –

Census tracts 3700/3600

Assembly:	34
Business:	136
Factory/Industry:	13
Educational:	13
Mercantile:	132
Misc.	6
Storage:	7

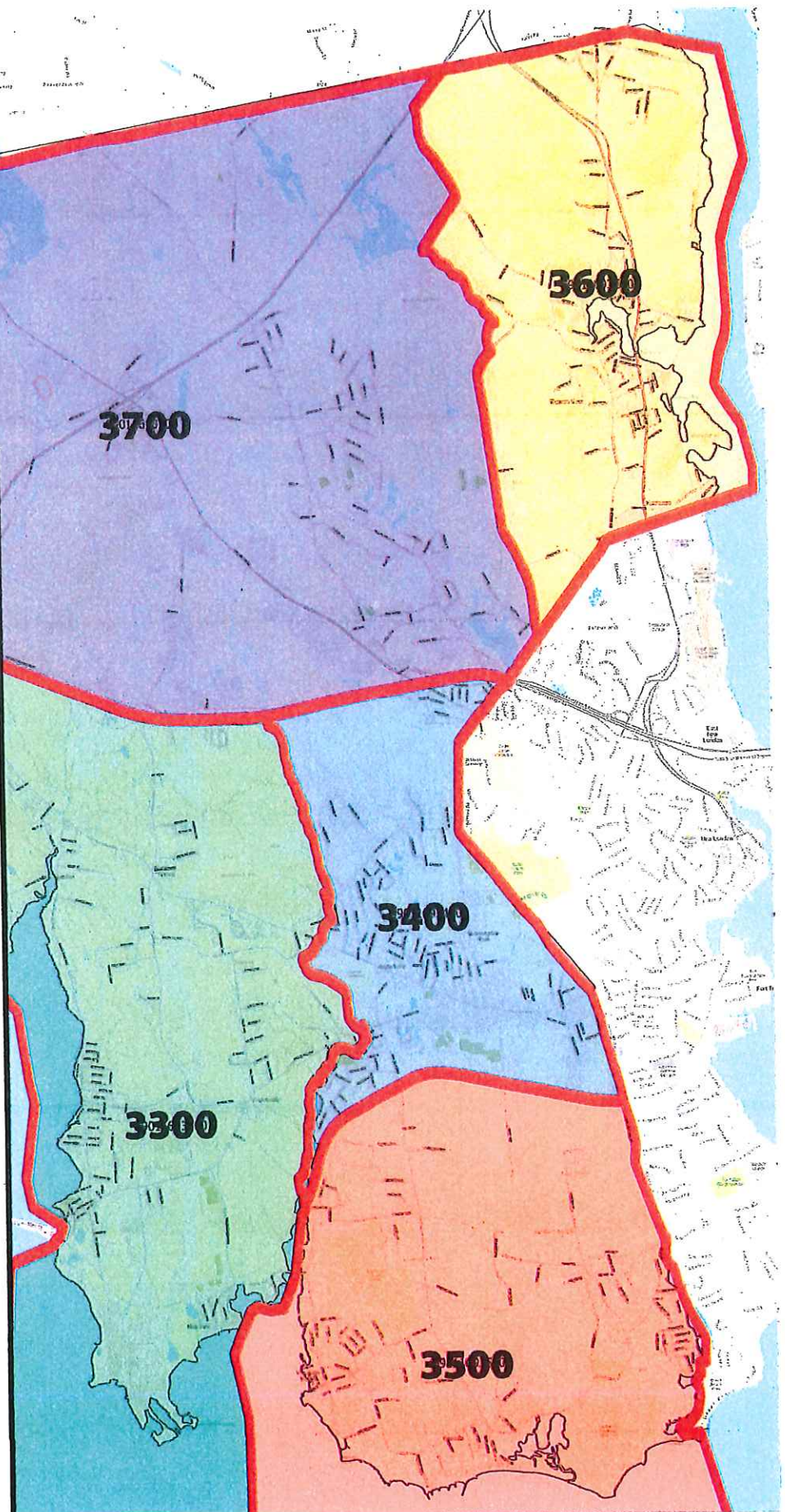
Total: 342

South End – South of I-95 –

Census Tracts 3300/3400/3500

Assembly:	37
Business:	128
Factory/Industry:	3
Educational:	12
Mercantile:	50
Misc.	5
Storage:	9

Total: 254



TOW New and Planned Projects

- 171 Rope Ferry Road: 56 units (completed)
- 22 Miner Lane – Waterford Parc: 72 units (completed)
- Willets Ave – Waterford Woods: 400 units (approx. under construction with more proposed)
- 908 Hartford Turnpike: 48 units (under construction)
- Great Neck Road – 40 units (under construction)
- 109R Clark Lane: 47 units proposed
- 51 Daniels Ave – Southwest School (sales agreement with LEARN in negotiations)
- Crystal Mall – Property sold. No plans submitted
- 969 Hartford Road – 305 units (approx.)
- 295-313 Willets Ave & 16-18 Boston Post Rd - Woodspring Suites – 122 efficiency units (proposed)

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

6

December 28, 2023

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, December 13, 2023, it was voted to recommend to the Representative Town Meeting, an additional appropriation requested by Gary Schneider, Public Works Director, **to Line Item 20511-57874 from Undesignated Capital and Non-recurring Fund Balance in the amount of \$28,550** for elevator reconditioning at the Youth Services Bureau and Town Hall.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance
Enclosure: Elevator Reconditioning Request

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2023 DEC 28 P. 3:09
TESTED
JOHN CLERK

INTER-OFFICE MEMORANDUM

TOWN OF WATERFORD

To: Robert Brule, First Selectman
From: Gary J. Schneider, Director of Public Works
Date: November 7, 2023
Re: Elevator Reconditioning, line item 20511-57874

The Department is requesting additional funding in the amount of \$28,550. This project is to recondition the elevators at YSB and Town Hall. The additional funding is required to complete all the work to bring both elevators into compliance in order to pass the State required inspections.

Please place this request on the next Board of Selectman's meeting agenda.

11/14/23, BOS - approved

Gary Schneider

From: Eric Callahan <ecallahan@sswbagg.com>
Sent: Friday, October 27, 2023 2:25 PM
To: Gary Schneider
Cc: Nicholas Kepple; Lisa M. Lelek
Subject: FW: Town of Waterford, CT and OTIS Elevator
Attachments: Waterford Youth Center- CO#2 Building Work 8.2023.docx; Waterford Town Hall CO for Building Work CO#2.docx

| 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.

Gary – please see below for the latest information that I have related to the OTIS matter. Please let me know if you would like to discuss. Thanks, Eric

From: Eric Callahan
Sent: Monday, August 28, 2023 1:31 PM
To: 'Robert Brule' <rbrule@waterfordct.org>
Cc: Lisa M. Lelek <LLelek@sswbagg.com>
Subject: FW: Town of Waterford, CT and OTIS Elevator

Rob,

In follow up to our last discussion about the OTIS matter, I asked OTIS to put together a change order for each project to deliver a turn key project to the Town without the need for the Town to hire an additional contractor to complete the work (separate and apart from OTIS' work).

Attached are the change orders I received (I was not in the office last week when these came in). Within the email below, OTIS' general counsel indicated to me that OTIS is passing this on at cost (meaning, OTIS has not applied any mark up or surcharges). OTIS indicated that the scope of work is in addition to the electrical scope of work that was previously approved by the Town and included in the purchase order. OTIS has also indicated that it has the materials for the work and would like to start working.

I made clear to OTIS that by me requesting these change orders, we were not acknowledging this to be an acceptable solution, but that the information would be helpful to us in making a decision.

Please let me know if the Town would like to pursue this change order path and proceed with projects, or if you would like to explore other options. Please let me know if you have any questions and/or would like to discuss.

Thanks, Eric

From: Mayor, Andres <Andres.Mayor@otis.com>
Sent: Tuesday, August 22, 2023 4:40 PM
To: Eric Callahan <ecallahan@sswbagg.com>; Lisa M. Lelek <LLelek@sswbagg.com>

Cc: Haley, Heena <Heena.Patel@otis.com>
Subject: Town of Waterford, CT and OTIS Elevator

[CAUTION] This email was sent from an external sender. If the sender appears to be from Suisman/Shapiro, please contact IT immediately, otherwise, please use caution with any links and/or attachments.

Eric,

Attached are the change orders for the remaining building work at each property. Note that Otis is passing this on at cost meaning Otis has not applied any mark up or any other surcharges. This scope of work is in addition to the electrical scope of work which was previously approved by the customer and included in their PO.

Otis has the materials for these projects and would like to start working.

Thanks

J. Andres Mayor
Senior Counsel

M: +1 561.385.3612

Otis
11760 US Hwy 1, Suite W600
Palm Beach Gardens, FL 33408
USA.

From: Eric Callahan <ecallahan@sswbagg.com>
Sent: Wednesday, August 16, 2023 11:06 AM
To: Mayor, Andres <Andres.Mayor@otis.com>
Cc: Lisa M. Lelek <LLelek@sswbagg.com>
Subject: [EXTERNAL] RE: Town of Waterford, CT and OTIS Elevator

Andres,

Can you please send the proposed change order noted in your email for review so that I can review what you are proposing with the Town. It would also be helpful if you can summarize by response email the full cost of each elevator project assuming they are turn key projects handled by OTIS without the Town having to directly bid out building related work to a contractor. Once I review with the Town, I will be able to respond as to whether or not this is an acceptable solution.

Thank you, Eric

From: Mayor, Andres <Andres.Mayor@otis.com>
Sent: Tuesday, June 20, 2023 8:33 AM
To: Eric Callahan <ecallahan@sswbagg.com>
Cc: Lisa M. Lelek <LLelek@sswbagg.com>
Subject: RE: Town of Waterford, CT and OTIS Elevator

Eric,

I have reviewed your email with the branch. The items that you are referring to and which remain to be agreed upon is for building related work that is the responsibility of the ownership to complete (usually by hiring a general contractor). Those items are specifically excluded from the modernization agreements and this has been communicated to the customer previously.

If the Town of Waterford is requesting this to be a turn-key project, meaning that Otis also be responsible for the items that are the ownership's responsibility, the change order to include this building work is \$28,551.00 for both elevators (\$14,275.50 each).

If the customer does not agree to the change order above, Otis can complete the modernization for both Waterford Town Hall and Waterford Youth along with the electrical work as outlined in the contract and executed change order document. However, Otis will not complete any additional building related work as, as stated above, that is the property owner's responsibility. Otis can also call for the state required testing. If the state inspector does not pass the modernization work due to building related items, this will be the buildings responsibility to complete and that will only delay completion.

Please let me know how the customer would like to proceed.

J. Andres Mayor
Senior Counsel

M: +1 561.385.3612

Otis
11760 US Hwy 1, Suite W600
Palm Beach Gardens, FL 33408
USA

From: Eric Callahan <ecallahan@sswbgg.com>
Sent: Tuesday, June 6, 2023 9:39 AM
To: Mayor, Andres <Andres.Mayor@otis.com>
Cc: Lisa M. Lelek <LLelek@sswbgg.com>
Subject: [EXTERNAL] Town of Waterford, CT and OTIS Elevator

Mr. Mayor,

We keep paying phone tag. As noted in my voicemails, I am an attorney representing the Town of Waterford, Connecticut. I am informed that you serve as legal counsel to OTIS Elevator Company (OTIS).

The Town hired OTIS to recondition two elevators within the Town. The elevators that require reconditioning are OTIS elevators, and have been maintained through the years by OTIS. As a result, OTIS is intimately familiar with the subject elevators and the work required to rehabilitate them. After OTIS made its proposals and the Town accepted same, it is my understanding that OTIS then indicated to the Town that OTIS failed to account for the building code in making its proposals, and that if the Town wanted the work to be code compliant, OTIS would require additional funds. There is no dispute that both parties mutually understood when the Town solicited the rehabilitation proposals from OTIS, that the Town (a Connecticut municipality) would require work for its citizens to be code compliant, and I am sure OTIS is not in the business of quoting work that fails to comply with building codes. OTIS' request for additional funding to perform code compliant work is simply not acceptable. The Town hereby demands that OTIS commence the rehabilitation work immediately in accordance with the contract, and that such work be performed in accordance with the code for no additional compensation.

Please let me know how OTIS plans to proceed by 5pm on June 8, 2023.

This correspondence is written without limitation or waiver of any rights or remedies available to the Town, all of which are expressly reserved.

Respectfully,

Eric W. Callahan

Suisman Shapiro Attorneys-At-Law

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

ecallahan@sswbagg.com

Website: https://link.edgepilot.com/s/4a0781a7/v4Hvfd_VeUOSCENDm8k5eg?u=http://www.suismanshapiro.com/

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

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

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

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

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

08/18/2023

PROJECT NAME

Waterford Youth Center

OTIS ELEVATOR COMPANY

242 Pitkin Street
East Hartford, CT 06108
CT License # 0475753

OTIS CONTACT

Heena Patel Haley

Phone: (860) 387-9416
Email: heena.patel@otis.com
Heena Patel Haley

To:

Waterford Youth Center
200 Boston Post Road
Waterford, CT 06385

OTIS PROPOSAL #: QTE-000432736

Existing PO#: 230155

SCOPE OF WORK: CO#02 – Otis will provide a general contractor subcontract for the required building work at the Waterford Youth Center elevator modernization.

Scope of work will be inclusive of:

1. Reuse EMR door & hardware
2. Patch & firestop as required in the EMR (Elevator Machine Room), pit and hoistway.
3. Furnish & install additional layer of drywall on EMR ceiling.
4. Furnish & install EMR signage -Furnish fire extinguisher in EMR.
5. Reuse existing HVAC vent, no split-system included.
6. Furnish & install new 4' LED fixtures in EMR.
7. Furnish & install new telephone line to controller.
8. Furnish & install new pit light, switch, and GFCI in pit.
9. Add concrete topping to pitch pit floor to sump pit.
10. Add fluid applied membrane on floor.
11. Patch around new call buttons and position indicators -No modifications to existing elevator doors & frames.
12. All required insurance -All required supervision

All terms and conditions are subject to the existing executed contract for PO#: 230155.

PRICE

\$14,275.00 (Fourteen Thousand Two Hundred Seventy-Five and 00/100 dollars)

Waterford Youth Center

Otis Elevator Company

Date:

Date:

Signed:

Signed:

Printed Name:

Printed Name:

Otis Elevator Company

242 Pitkin Street
East Hartford, CT 06108
CT License No. 0475753

OTIS

08/18/2023

PROJECT NAME

Waterford Town Hall

OTIS ELEVATOR COMPANY

242 Pitkin Street
East Hartford, CT 06108
CT License # 0475753

OTIS CONTACT

Heena Patel Haley
Phone: (860) 387-9416
Email: heena.patel@otis.com
Heena Patel Haley

To:

Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

OTIS PROPOSAL #: QTE-000312137

Existing PO#: 230155

SCOPE OF WORK: CO#02 – Otis will provide a general contractor subcontract for the required building work at the Waterford Town Hall elevator modernization.

Scope of work will be inclusive of:

1. Reuse EMR door & hardware
2. Patch & firestop as required in the EMR (Elevator Machine Room), pit and hoistway.
3. Furnish & install additional layer of drywall on EMR ceiling.
4. Furnish & install EMR signage -Furnish fire extinguisher in EMR.
5. Reuse existing HVAC vent, no split-system included.
6. Furnish & install new 4' LED fixtures in EMR.
7. Furnish & install new telephone line to controller.
8. Furnish & install new pit light, switch, and GFCI in pit.
9. Add concrete topping to pitch pit floor to sump pit.
10. Add fluid applied membrane on floor.
11. Patch around new call buttons and position indicators -No modifications to existing elevator doors & frames.
12. All required insurance -All required supervision

All terms and conditions are subject to the existing executed contract for PO#: 230155.

PRICE

\$14,275.00 (Fourteen Thousand Two Hundred Seventy-Five and 00/100 dollars)

Waterford Town Hall

Otis Elevator Company

Date:

Date:

Signed:

Signed:

Printed Name:

Printed Name:

Otis Elevator Company

242 Pitkin Street
East Hartford, CT 06108
CT License No. 0475753

OTIS

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

7

December 28, 2023

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, December 13, 2023, it was voted to recommend to the Representative Town Meeting, an appropriation requested by Steve Sinagra, Emergency Management Director, **from Line Item 20522-57794 Mobile and Portable Radio Replacements in the amount of \$496,753** for the purchase of portable radios and the spare parts to support the acquisition.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance
Enclosure: Emergency Management Mobile Radio Request

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2023 DEC 28 P 3:09
ATTEST
[Signature]
TOWN CLERK



Waterford Office of Emergency Management

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

To: Finance Director Kim Allen
Cc: First Selectman Rob Brule
From: Steven Sinagra, Emergency Management Director; Marc Balestracci, Chief of Police
Michael Howley, Fire Administrator
Date: December 14, 2023
Re: CIP Appropriation Request Line 20522-57794 in the amount of \$496,753.00

I am requesting an appropriation in the amount of \$496,753.00 under CIP account 20522-57794; Mobile and Portable Radio Replacement, as passed by the Board of Finance on December 13, 2023. If approved by the RTM, this appropriation will allow the town to continue purchasing needed radio equipment as we continue to explore the rebuild of our current communication infrastructure, or transition to the State of Connecticut Land Mobile Radio Network (CLMRN). The portable radios that the town intends to purchase with this funding will be compatible with current and future communications infrastructure.

Police, fire and EMS will be issued all new portable radios. Several older portable radios can be programmed to work on an upgraded system and will be transferred to other town departments. Radios that cannot meet current standards and are at their end of serviceable life will be designated as surplus.

We would like to continue purchasing Kenwood portable radios as we did for the fire department to ensure that all emergency services are using the same systems and have similar capabilities moving forward with public safety's long-term plan. This purchase, paired with a bid waiver request, is in the best interest of the town as these Kenwood radios are significantly less expensive than other brands, meet the needs and requirements of first responders, will satisfy local or state demands for use on any system and will allow one technology to be used between services reducing training, confusion and capability concerns.

We would like to continue purchasing radios through Goosetown Communications, based in Connecticut. Goosetown Communications is the current vendor servicing Waterford's equipment and is the company recently used to purchase the same radios for the fire department. Goosetown Communications prices are significantly lower than other options available to work on both our current radio infrastructure as well as the State's radio system.

This appropriation, will allow for the purchase of the following:

60 Kenwood Portables for PD	\$269,348.80
39 Kenwood Portables for FD	\$200,403.84
9 Kenwood Portables for EMS	<u>\$26,999.91</u>
Total	\$496,752.55

Respectfully,

Steven Sinagra

Steven R. Sinagra, Emergency Management Director



We have prepared a quote for you

Waterford Police VP6000 Portables and VM7000 Mobiles

Quote # 008021 v4

Prepared for:

Waterford Police Department

Marc Balestracci
mbalestracci@waterfordct.org

Prepared by:

**Goosetown Communications -
Bloomfield**

Anthony Lillo
ALillo@goosetown.com



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

VP6000 Portables

Description	Price	Qty	Ext. Price
Special CLMRN Pricing 30% off EFJ			
CT-19PSX0088 Use on orders purchased under CT 19PSX0088 contract. Use on orders purchased under CT 19PSX0088 contract.	\$0.00	1	\$0.00
VP6430BKF2 Kenwood/EF Johnson Viking 700/800 MHz, 762-806 MHz and 806-870 MHz, Black, Model 2 (standard keypad) Kenwood/EF Johnson Viking 700/800 MHz, 762-806 MHz and 806-870 MHz, Black, Model 2 (standard keypad)	\$1,722.00	60	\$103,320.00
KRA-32K Kenwood 700/800 MHz Whip Antenna Kenwood 700/800 MHz Whip Antenna	\$27.51	60	\$1,650.60
KNB-L3M Kenwood Li-ion 3400mAh (High Capacity) Kenwood Li-ion 3400mAh (High Capacity)	\$141.75	60	\$8,505.00
KMC-70M Kenwood MIL-SPEC, IP54/55/67/68* Speaker Mic with Active Noise Reduction Note: IP68 is available only when used with NX-5000 series portable[Intrinsically Safe Option] Kenwood MIL-SPEC, IP54/55/67/68* Speaker Mic with Active Noise Reduction Note: IP68 is available only when used with NX-5000 series portable[Intrinsically Safe Option]	\$102.62	60	\$6,157.20
8322000002 Kenwood/EF Johnson Viking P25 Conventional Kenwood/EF Johnson Viking P25 Conventional	\$266.00	60	\$15,960.00
8322000005 Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002) Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002)	\$94.50	60	\$5,670.00
8322000006 Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005) Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005)	\$304.50	60	\$18,270.00
8326000008 Kenwood/EF Johnson Viking 2048 CHANNELS/TALKGROUPS, VIKING Kenwood/EF Johnson Viking 2048 CHANNELS/TALKGROUPS, VIKING	\$227.50	60	\$13,650.00
8323000003 Kenwood/EF Johnson Vikingg DES-OFB MULTI-KEY Kenwood/EF Johnson Vikingg DES-OFB MULTI-KEY	\$0.00	60	\$0.00
8323000004 Kenwood AES FIPS140-2 (DES-OFB included) (multi key) Kenwood AES FIPS140-2 (DES-OFB included) (multi key)	\$360.50	60	\$21,630.00



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VP6000 Portables

Description	Price	Qty	Ext. Price
8326000025 Kenwood/EF Johnson Viking Bluetooth Kenwood/EF Johnson Viking Bluetooth	\$77.00	60	\$4,620.00
8326000033 Kenwood/EF Johnson Viking Bluetooth Low Energy Kenwood/EF Johnson Viking Bluetooth Low Energy	\$77.00	60	\$4,620.00
8326000001 Kenwood/EF Johnson Viking P25 Authentication Kenwood/EF Johnson Viking P25 Authentication	\$77.00	60	\$4,620.00
8324000002 Kenwood/EF Johnson Viking OTAR (Over-The-Air-Rekeying) Kenwood/EF Johnson Viking OTAR (Over-The-Air-Rekeying)	\$570.50	60	\$34,230.00
8324000003 Kenwood/EF Johnson Viking Over-The-Air-Programming Kenwood/EF Johnson Viking Over-The-Air-Programming	\$150.50	60	\$9,030.00
R50843LP3001 Kenwood Viking VP6000 L3 Leather Case D Rings & Swivel Kenwood Viking VP6000 L3 Leather Case D Rings & Swivel	\$52.50	60	\$3,150.00
KSC-526K Kenwood Rapid rate six unit charger for batteries for KENWOOD Viking or NX Series Portable radios. NOTE: This charger requires addition of 6 charger pockets for the desired battery types. Kenwood Rapid rate six unit charger for batteries for KENWOOD Viking or NX Series Portable radios. NOTE: This charger requires addition of 6 charger pockets for the desired battery types.	\$534.10	10	\$5,341.00
KSC-52PBW Kenwood Style-B pocket insert for use with the KSC-52 Single Unit or KSC-526 6-Bay Chargers. Compatible with the KNB-L1, L2, L3, LS5, and LS7 series batteries. Kenwood Style-B pocket insert for use with the KSC-52 Single Unit or KSC-526 6-Bay Chargers. Compatible with the KNB-L1, L2, L3, LS5, and LS7 series batteries.	\$7.00	60	\$420.00
KNB-L3M Kenwood Li-ion 3400mAh (High Capacity) (Spare) Kenwood Li-ion 3400mAh (High Capacity)	\$141.75	60	\$8,505.00

Subtotal: **\$269,348.80**

VM7000-Mobiles

Description	Price	Qty	Ext. Price
VM7030BF-P Kenwood/EF Johnson Viking VM7000-700/800-MHZ Primary Kenwood/EF Johnson Viking VM7000-700/800-MHZ Primary	\$1,830.50	30	\$54,915.00
KCH-20RV Kenwood-KCH-20-Enhanced-control-head Kenwood-KCH-20-Enhanced-control-head	\$490.00	30	\$14,700.00



7A Old Windsor Rd • Bloomfield, CT 06002
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VM7000-Mobiles

Description		Price	Qty	Ext. Price
KGT-71M2	Kenwood-NX-Series-Control-cable-17-Feet Kenwood-NX-Series-Control-cable-17-Feet	\$55.44	30	\$1,663.20
KMC-65M	Kenwood-MIL-SPEC-Standard-mobile-microphone-(8-pin-mod. plug)-same-as-supplied Kenwood-MIL-SPEC-Standard-mobile-microphone-(8-pin-mod. plug)-same-as-supplied	\$41.23	30	\$1,236.90
KGT-23M3	Kenwood-DC-Cable-(35-50W-Remote-mount; pos.23 ft.; neg. 3.3 ft. leads) Kenwood-DC-Cable-(35-50W-Remote-mount; pos.23 ft.; neg. 3.3 ft. leads)	\$42.56	30	\$1,276.80
KMB-33M	Kenwood-NX-Series-Standard-Mounting-Bracket Kenwood-NX-Series-Standard-Mounting-Bracket	\$11.06	30	\$331.80
KRK-17BF	Kenwood-Remote-Kit Kenwood-Remote-Kit	\$77.00	30	\$2,310.00
597539077901	Kenwood/EF-Johnson-Viking-Micro-USB-A-B-Cable Kenwood/EF-Johnson-Viking-Micro-USB-A-B-Cable	\$0.00	30	\$0.00
KGT-46	Kenwood-Ignition-sense-cable-(plugs-directly-into-mobile chassis-ignition-sense-line). Kenwood-Ignition-sense-cable-(plugs-directly-into-mobile-chassis ignition-sense-line).	\$10.85	30	\$325.50
KES-5A	Kenwood-External-speaker, 40W-max-input Kenwood-External-speaker, 40W-max-input	\$47.39	30	\$1,421.70
KCT-72M	Kenwood-External-Accessory-Connection-Cable-for-KCH-19M-/ KCH-20RM Kenwood-External-Accessory-Connection-Cable-for-KCH-19M-/ KCH-20RM	\$28.91	30	\$867.30
8322000002	Kenwood/EF-Johnson-Viking-P25-Conventional Kenwood/EF-Johnson-Viking-P25-Conventional	\$266.00	30	\$7,980.00
8322000005	Kenwood/EF-Johnson-Viking-P25-Phase-1-Trunking-(Requires option-8322000002) Kenwood/EF-Johnson-Viking-P25-Phase-1-Trunking-(Requires option-8322000002)	\$94.50	30	\$2,835.00
8322000006	Kenwood/EF-Johnson-Viking-P25-Phase-2-TDMA-(Requires option-8322000005) Kenwood/EF-Johnson-Viking-P25-Phase-2-TDMA-(Requires-option 8322000005)	\$304.50	30	\$9,135.00



7A Old Windsor Rd • Bloomfield, CT 06002
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VM7000-Mobiles

Description	Price	Qty	Ext. Price
8326000009 Kenwood/EF-Johnson-Viking-4096-CHANNELS/TALKGROUPS, VIKING Kenwood/EF-Johnson-Viking-4096-CHANNELS/TALKGROUPS, VIKING	\$455.00	30	\$13,650.00
8323000004 Kenwood-AES-FIPS140-2-(DES-OFB-included)-(multi-key) Kenwood-AES-FIPS140-2-(DES-OFB-included)-(multi-key)	\$360.50	30	\$10,815.00
8323000003 Kenwood/EF-Johnson-Vikingg-DES-OFB-MULTI-KEY Kenwood/EF-Johnson-Vikingg-DES-OFB-MULTI-KEY	\$0.00	30	\$0.00
8326000004 Kenwood/EF-Johnson-Viking-P25-Authentication Kenwood/EF-Johnson-Viking-P25-Authentication	\$77.00	30	\$2,310.00
8326000015 Kenwood/EF-Johnson-Viking-25KHz-DISABLED Kenwood/EF-Johnson-Viking-25KHz-DISABLED	\$0.00	30	\$0.00
8324000002 Kenwood/EF-Johnson-Viking-OTAR-(Over-The-Air-Rekeying) Kenwood/EF-Johnson-Viking-OTAR-(Over-The-Air-Rekeying)	\$570.50	30	\$17,115.00
8324000003 Kenwood/EF-Johnson-Viking-Over-The-Air-Programming Kenwood/EF-Johnson-Viking-Over-The-Air-Programming	\$150.50	30	\$4,515.00
365870 Pulse/Larsen-3/4-in-hole-antenna-mount-for-surfaces-up-to-1/2 in-thick. Includes 25-ft-RG58/U-dual-shield-cable. Order connector separately. Pulse/Larsen-3/4-in-hole-antenna-mount-for-surfaces-up-to-1/2 in-thick. Includes 25-ft-RG58/U-dual-shield-cable. Order connector separately.	\$70.93	30	\$2,127.90
36421 RF-INDUSTRIES-N-Male-connector-for-RG58/U, RG58A/U, RG441, RG58-ultralink-cable. Silver-plated-body, gold-pin. Crimp-center-pin, crimp-on-braid. RF-INDUSTRIES-N-Male-connector-for-RG58/U, RG58A/U, RG441, RG58-ultralink-cable. Silver-plated-body, gold-pin. Crimp-center-pin, crimp-on-braid.	\$10.68	30	\$320.40
420639 PCTEL-740-870-Low-Profile-Antenna, Black PCTEL-740-870-Low-Profile-Antenna, Black	\$48.26	30	\$1,447.80
MMSU-1 MAGNETIC-MIC-CONVERSION-KIT-SINGLE-UNIT MAGNETIC-MIC-CONVERSION-KIT-SINGLE-UNIT	\$37.95	30	\$1,138.50
G-EB30-KCH-1P Havis-1-Piece-Equipment-Mounting-Bracket, 3"-Mounting Space, Fits-Kenwood-KCH-20R-remote-radio-head Havis-1-Piece-Equipment-Mounting-Bracket, 3"-Mounting Space, Fits-Kenwood-KCH-20R-remote-radio-head	\$34.35	30	\$940.50



7A Old Windsor Rd • Bloomfield, CT 06002
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VM7000-Mobiles

Description	Price	Qty	Ext. Price
LABOR FIELD—Field-Labor-Installation-and-removal-of-mobile-radios Field-Labor	\$145.00	120	\$17,400.00

Subtotal: **\$170,778.30**



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

Waterford Police VP6000 Portables and VM7000 Mobiles

Prepared by:

Goosetown Communications -
Bloomfield

Tony
(888) 466-7386
FAX (845) 268-5345
ALillo@goosetown.com

Prepared for:

Waterford Police Department

41 Avery Lane
Waterford, CT 06385
Marc Balestracci
(860) 422-5332
mbalestracci@waterfordct.org

Bill To:

Waterford Emergency
Communications Center

204 Boston Post Road
Waterford, CT 06385
Steve Sinagra
(860) 442-5332
ssinagra@waterfordct.org

Quote Number: 008021 • Version: 4 • Quote Date: 11/07/2023 • Expiration Date: 12/31/2023

Quote Summary

Description	Amount
VP6000 Portables	\$269,348.80
VM7000-Mobiles	\$170,778.30
Total:	\$440,127.10

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Waterford Police Department

Signature: _____

Name: _____

Title: _____

Date: _____



We have prepared a quote for you

Waterford Fire - VP8000 Portables

Quote # 007971 v4

Prepared for:

Waterford Fire Department

Michael Howley
mhowley@waterfordct.org

Prepared by:

**Goosetown Communications -
Bloomfield**

Anthony Lillo
ALillo@goosetown.com



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

VP8000 Portables

Description	Price	Qty	Ext. Price
Special CLMRN Pricing 30% off EFJ			
CT-19PSX0088 Use on orders purchased under CT 19PSX0088 contract. Use on orders purchased under CT 19PSX0088 contract.	\$0.00	1	\$0.00
VP8000GRF2 Kenwood/EF Johnson Viking VP8000, M2, GREEN Kenwood/EF Johnson Viking VP8000, M2, GREEN	\$1,648.50	39	\$64,291.50
832VP8000-7800 Kenwood/EF Johnson Viking VP8000 7/800 MHz Kenwood/EF Johnson Viking VP8000 7/800 MHz	\$458.50	39	\$17,881.50
832VP8000-UHF Kenwood/EF Johnson Viking VP8000 UHF 380-520 MHz Kenwood/EF Johnson Viking VP8000 UHF 380-520 MHz	\$458.50	39	\$17,881.50
832VP8000-VHF Kenwood/EF Johnson Viking VP8000 VHF Kenwood/EF Johnson Viking VP8000 VHF	\$458.50	39	\$17,881.50
KRA-47MB Kenwood Viking Wideband antenna Kenwood Viking Wideband antenna	\$73.50	39	\$2,866.50
KNB-L3M Kenwood Li-ion 3400mAh (High Capacity) Kenwood Li-ion 3400mAh (High Capacity)	\$141.75	39	\$5,528.25
V2-G4KC221-S Kenwood FIRE SPEAKER MIC, OTTO, 500°F, IS, VP-T Kenwood FIRE SPEAKER MIC, OTTO, 500°F, IS, VP-T	\$381.50	39	\$14,878.50
8322000002 Kenwood/EF Johnson Viking P25 Conventional Kenwood/EF Johnson Viking P25 Conventional	\$266.00	39	\$10,374.00
8322000005 Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002) Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002)	\$94.50	39	\$3,685.50
8322000006 Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005) Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005)	\$304.50	39	\$11,875.50
8326000009 Kenwood/EF Johnson Viking 4096 CHANNELS/TALKGROUPS, VIKING Kenwood/EF Johnson Viking 4096 CHANNELS/TALKGROUPS, VIKING	\$455.00	39	\$17,745.00



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

VP8000 Portables

Description		Price	Qty	Ext. Price
8326000039	Kenwood/EF Johnson Viking WiFi Kenwood/EF Johnson Viking WiFi	\$0.00	39	\$0.00
8326000025	Kenwood/EF Johnson Viking Bluetooth Kenwood/EF Johnson Viking Bluetooth	\$0.00	39	\$0.00
8326000033	Kenwood/EF Johnson Viking Bluetooth Low Energy Kenwood/EF Johnson Viking Bluetooth Low Energy	\$0.00	39	\$0.00
8326000001	Kenwood/EF Johnson Viking P25 Authentication Kenwood/EF Johnson Viking P25 Authentication	\$77.00	39	\$3,003.00
8326000015	Kenwood/EF Johnson Viking 25KHz DISABLED Kenwood/EF Johnson Viking 25KHz DISABLED	\$0.00	39	\$0.00
8324000003	Kenwood/EF Johnson Viking Over-The-Air-Programming Kenwood/EF Johnson Viking Over-The-Air-Programming	\$150.50	39	\$5,869.50
KSC-52BK	Kenwood Rapid rate single unit charger for the existing KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7 batteries for VP8000/VP6000/VP5000 Kenwood Rapid rate single unit charger for the existing KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7 batteries for VP8000/VP6000/VP5000	\$64.61	39	\$2,519.79
5084600100	Kenwood/EF Johnson Viking SHOULDER STRAP, LEATHER, HEAVY DUTY, VP-H/VP-T Kenwood/EF Johnson Viking SHOULDER STRAP, LEATHER, HEAVY DUTY, VP-H/VP-T	\$53.20	39	\$2,074.80
KW9130-LF	Kenwood Viking VP8000 Leather Case - Belt Loop (LG BATTERY) Kenwood Viking VP8000 Leather Case - Belt Loop (LG BATTERY)	\$52.50	39	\$2,047.50

Subtotal: **\$200,403.84**



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

Waterford Fire - VP8000 Portables

Prepared by:

Goosetown Communications -
Bloomfield

Tony
(888) 466-7386
FAX (845) 268-5345
ALillo@goosetown.com

Prepared for:

Waterford Fire Department

204 Boston Post Road
Waterford, CT 06385
Michael Howley
(860) 440-0544
mhowley@waterfordct.org

Bill To:

Waterford Fire Department

204 Boston Post Road
Waterford, CT 06385
Michael Howley
(860) 440-0544
mhowley@waterfordct.org

Quote Number: 007971 • Version: 4 • Quote Date: 11/08/2023 • Expiration Date: 10/31/2023

Quote Summary

Description	Amount
VP8000 Portables	\$200,403.84
Total:	\$200,403.84

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Waterford Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____



We have prepared a quote for you

**Waterford Ambulance Service - 9 VP6000 (Fire
Programming)**

Quote # 008209 v3

Prepared for:

Waterford Fire Department

Michael Howley
mhowley@waterfordct.org

Prepared by:

**Goosetown Communications -
Bloomfield**

Anthony Lillo
ALillo@goosetown.com



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

9 VP6000 Portables

Description		Price	Qty	Ext. Price
VP6430BKF2	Kenwood/EF Johnson Viking 700/800 MHz, 762-806 MHz and 806-870 MHz, Black, Model 2 (standard keypad) Kenwood/EF Johnson Viking 700/800 MHz, 762-806 MHz and 806-870 MHz, Black, Model 2 (standard keypad)	\$1,722.00	9	\$15,498.00
KRA-32K	Kenwood 700/800 MHz Whip Antenna Kenwood 700/800 MHz Whip Antenna	\$27.51	9	\$247.59
KNB-L3M	Kenwood Li-ion 3400mAh (High Capacity) Kenwood Li-ion 3400mAh (High Capacity)	\$141.75	9	\$1,275.75
KMC-70M	Kenwood MIL-SPEC, IP54/55/67/68* Speaker Mic with Active Noise Reduction Note: IP68 is available only when used with NX-5000 series portable [Intrinsically Safe Option] Kenwood MIL-SPEC, IP54/55/67/68* Speaker Mic with Active Noise Reduction Note: IP68 is available only when used with NX-5000 series portable [Intrinsically Safe Option]	\$102.62	9	\$923.58
8322000002	Kenwood/EF Johnson Viking P25 Conventional Kenwood/EF Johnson Viking P25 Conventional	\$266.00	9	\$2,394.00
8322000005	Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002) Kenwood/EF Johnson Viking P25 Phase 1 Trunking (Requires option 8322000002)	\$94.50	9	\$850.50
8322000006	Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005) Kenwood/EF Johnson Viking P25 Phase 2 TDMA (Requires option 8322000005)	\$304.50	9	\$2,740.50
8326000006	Kenwood/EF Johnson Viking 1024 Channels/Talkgroups (standard) Kenwood/EF Johnson Viking 1024 Channels/Talkgroups (standard)	\$0.00	9	\$0.00
8326000001	Kenwood/EF Johnson Viking P25 Authentication Kenwood/EF Johnson Viking P25 Authentication	\$77.00	9	\$693.00
8324000003	Kenwood/EF Johnson Viking Over-The-Air-Programming Kenwood/EF Johnson Viking Over-The-Air-Programming	\$150.50	9	\$1,354.50
KSC-52BK	Kenwood Rapid rate single unit charger for the existing KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7 batteries for VP8000/VP6000/VP5000 Kenwood Rapid rate single unit charger for the existing KNB-L1, KNB-L2, KNB-L3, KNB-LS5, and KNB-LS7 batteries for VP8000/VP6000/VP5000	\$64.61	9	\$581.49



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

9 VP6000 Portables

Description	Price	Qty	Ext. Price
R50843LP3001 Kenwood Viking VP6000 L3 Leather Case D Rings & Swivel Kenwood Viking VP6000 L3 Leather Case D Rings & Swivel	\$49.00	9	\$441.00

Subtotal:

\$26,999.91



7A Old Windsor Rd • Bloomfield, CT 06002
(888) 466-7386 • FAX (845) 268-5345

Waterford Ambulance Service - 9 VP6000 (Fire Programming)

Prepared by:

Goosetown Communications -
Bloomfield

Tony
(888) 466-7386
FAX (845) 268-5345
ALillo@goosetown.com

Prepared for:

Waterford Fire Department

204 Boston Post Road
Waterford, CT 06385
Michael Howley
(860) 440-0544
mhowley@waterfordct.org

Bill To:

Waterford Fire Department

204 Boston Post Road
Waterford, CT 06385
Linda Finnegan
(860) 440-0544
lfinnegan@waterfordct.org

Quote Number: 008209 • Version: 3 • Quote Date: 11/08/2023 • Expiration Date: 12/31/2023

Quote Summary

Description	Amount
9 VP6000 Portables	\$26,999.91
Total:	\$26,999.91

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Waterford Fire Department

Signature: _____

Name: _____

Title: _____

Date: _____

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

8

December 18, 2023

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, December 13, 2023, it was voted to recommend to the Representative Town Meeting, an appropriation requested by Marc Balestracci, Chief of Police, **to Line Item 10129-51420 (Patrol) from the Contingency line 10121-59010 in the amount of \$12,786** for one (1) employee payout required under the current collective bargaining.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance
Enclosure: Police Payout Request

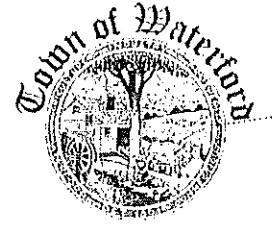
GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2023 DEC 18 P 2:10
ATTEST: *[Signature]*
TOWN CLERK



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



Marc Balestracci
Police Chief

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

To: Finance Director Kim Allen
From: Marc Balestracci, Chief of Police
Date: November 21, 2023
Re: Additional Appropriation for employee payout

I am respectfully requesting an additional appropriation in the amount of \$12,786 to line item 10129-51420 (Patrol) as these funds are needed for an employee payout that is required under the current collective bargaining agreement. The employee's last day with the town was November 15, 2023.

Thank you for any consideration.

Thank you,

Marc Balestracci
Chief of Police
Waterford Police Department

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

9

December 18, 2023

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held, Wednesday, December 13, 2023, it was voted to recommend to the Representative Town Meeting, an additional appropriation requested by Ryan McNamara, Recreation and Parks Director, **to a new Capital Project Account Number to be determined (if approved) from the Unassigned Fund Balance of the General Fund in the amount of \$273,428** for the Civic Triangle Project Phase I for accessible walkway/park access.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance
Enclosure: Recreation & Parks Civic Triangle Request

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2023 DEC 18 P 2:10
ATTEST: *B. H. Long*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

DATE: November 29, 2023
 TO: Board of Selectmen
 FROM: Ryan McNamara, Director of Recreation and Parks
 RE: Civic Triangle Phase I Additional Appropriation



The Waterford Recreation and Parks Commission requests the consideration of \$273,428 to be added to the Civic Triangle Park Phase I project for appropriate accessible walkway/park access.

The request for an additional appropriation for accessible walkways and lighting in the recently improved Civic Triangle is essential for several reasons, all centered on ensuring the park's effectiveness and inclusivity:

1. *Enhanced Accessibility:* The installation of accessible walkways is crucial to cater to individuals with diverse mobility needs, including those with disabilities. This investment aligns with our commitment to providing an inclusive and welcoming environment for all community members.
2. *Promoting Safety and Security:* Adequate lighting is paramount for ensuring the safety of park users, particularly during evening hours. Well-lit areas not only deter potential safety hazards but also contribute to an overall sense of security, encouraging more people to utilize the park during various times of the day.
3. *Community Engagement and Well-being:* Accessible walkways and well-lit spaces contribute to the overall enjoyment of the park, promoting physical activity and social interaction. These elements are fundamental to fostering a sense of community well-being and satisfaction.
4. *Compliance with Accessibility Standards:* Investing in accessible infrastructure demonstrates our commitment to meeting and exceeding accessibility standards. This not only aligns with legal requirements but also enhances the reputation of the park as a model of inclusivity.
5. *Tourism and Economic Impact:* An accessible and well-lit park is likely to attract a broader audience, including tourists. This can have positive economic implications for local businesses, as a vibrant and accessible park becomes a focal point for community events and gatherings.
6. *Long-Term Cost Savings:* Proactive investment in quality infrastructure, such as accessible walkways and lighting, can result in long-term cost savings. Well-maintained paths and lighting systems are likely to require fewer repairs and replacements over time, ensuring the sustainability of the park.

In conclusion, the additional appropriation for accessible walkways and lighting is not just an investment in infrastructure; it is an investment in the well-being, safety, and inclusivity of our community. This strategic allocation of funds aligns with our vision for a park that serves as a hub for community engagement and enjoyment for everyone.

Total amount requested: \$273,428

Thank you for your review and consideration.

SCHEDULE OF VALUES - Civic Triangle improvements play ground walk

A Item No.	B Description of Work	CY	D Scheduled Value	H WORK COMPLETED		J Stored Materials	K		L Balance to Finish	I Retainage (5.0%)
				From Previous Applications	This Period		Total Completed and Stored to Date	% Complete		
1.	Clearing and Grubbing		13,000.00	-	-		\$ -	0.00%	\$ 13,000.00	\$ -
2	Demo Existing sidewalk		15,000.00	-	\$ -		\$ -	0.00%	\$ 15,000.00	\$ -
3	Site Grading		58,000.00	-	\$ -		\$ -	0.00%	\$ 58,000.00	\$ -
3	Site Concrete		63,000.00	-	\$ -		\$ -	0.00%	\$ 63,000.00	\$ -
4	Site Electric		51,000.00	-	\$ -		\$ -	0.00%	\$ 51,000.00	\$ -
5	ada compliant parking spaces		38,000.00	-	\$ -		\$ -	0.00%	\$ 38,000.00	\$ -
6	Landscaping		31,428.00	-	\$ -		\$ -	0.00%	\$ 31,428.00	\$ -
7			0.00	-	\$ -		\$ -	#DIV/0!	\$ -	\$ -
8	erosion control		4,000.00	-	\$ -		\$ -	0.00%	\$ 4,000.00	\$ -
9				-	\$ -		\$ -	#DIV/0!	\$ -	\$ -
10				-	\$ -		\$ -	#DIV/0!	\$ -	\$ -
11				-	\$ -		\$ -		\$ -	\$ -
12				-	\$ -		\$ -		\$ -	\$ -
13				-	\$ -		\$ -		\$ -	\$ -
14				-	\$ -		\$ -		\$ -	\$ -
15				-	\$ -		\$ -		\$ -	\$ -
16				-	\$ -		\$ -		\$ -	\$ -
17				-	\$ -		\$ -		\$ -	\$ -
18				-	\$ -		\$ -		\$ -	\$ -
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21				-	\$ -		\$ -		\$ -	\$ -
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31				-	\$ -		\$ -		\$ -	\$ -
32				-	\$ -		\$ -		\$ -	\$ -
33				-	\$ -		\$ -		\$ -	\$ -
			\$ 273,428.00	-	\$ -	\$ -	\$ -	0.00%	\$ 273,428.00	\$ -



SUCHOCKI & SON, INC.
43 Hatchetts Hill Rd
Old Lyme, CT 06371
Phone: (860) 889-2283 • Fax: (860) 886-8240

November 27, 2023

WATERFORD CIVIC TRIANGLE SITE IMPROVEMENTS
Additional playground sidewalk

We are pleased to submit a Price of \$273,428.000 dollars for the following scope of work.

Plans: Kent + Frost site improvement plans dated October 11th, 2023. Issued for permitting.

General Conditions:

Includes the following:

- Project management of site excavation
- Site safety (OSHA Standards)
- Temp fencing .
- Install temp fencing around playground area

Sedimentation Control Systems

- Install additional silt fence per plan.

Clearing and Grubbing

- Remove all trees in area of proposed sidewalk.
- Excavate removal of all stumps off site
- Relocate monument and remove stumps.

Sitework

- Box out and prep and prep new concrete sidewalk
- Demo and remove existing concrete sidewalk to bathroom building.
- Import structural fill to achieve proposed grades leading up to site gazebo
- Taper slopes away from sidewalk to existing grades
- Saw cut and remove asphalt in areas of handicap parking spaces.
- Furnish and install process gravel subbase material.
- Grade landscape areas to proposed onsite grades.
- Restore all disturbed areas.

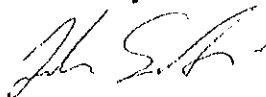
Site Concrete / and finishes

- Furnish and install site concrete sidewalk with associated landings.
- Furnish and install circular concrete landing areas.
- Furnish and install concrete scoring per plan in the proposed walk area.

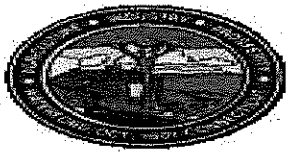
Landscaping

- Furnish and install shrubs per plan.
- Install 6" of topsoil over additional areas.
- Fine rake and seed all disturbed areas.

Sincerely



Joshua Suchocki
Director of Operations



Town of Waterford

Board Book Report



Ethics Commission

Basic Information

Type Commission
Status Enabled
Visibility Public

10,11

Board Seats

Board Name	Position	First Name	Last Name	Address	Email	Phone	Cell Phone	Political Party	Calculated Start Date	Calculated End Date	Status
Ethics Commission	Alternate	Naomi	Mendelovicz	55 Colonial Drive	naomimartadoc@aol.com	860-443-1179	(603) 759-0784	Republican	2/7/2022	2/5/2024	Active
Ethics Commission	Alternate	Paul	Helvig		plhelvig@sbcglobal.net		(860)287-0406	Democrat	2/6/2023	2/3/2025	Active
Ethics Commission	Member								2/7/2022	2/5/2024	Vacant
Ethics Commission	Member	Adam	Stone	16 Windy Ridge Place	astone@breezeline.net	914-572-9826		Republican	2/6/2023	2/3/2025	Active
Ethics Commission	Member	Alan	Messier	63 Colonial Drive	amessier@messiermassad.com		(860)912-0384	Republican	2/7/2022	2/5/2024	Active
Ethics Commission	Member	Christopher	Nailon	5 Leary Dr	substewy@outlook.com		(860) 333-4252	Republican	2/7/2022	2/5/2024	Active
Ethics Commission	Member	Elizabeth	Ritter	24 Old Mill Road	betsyritter24@gmail.com	(860) 444-1700	(860) 514-2003	Democrat	2/6/2023	2/3/2025	Active
Board Name	Position	First Name	Last Name	Address	Email	Phone	Cell Phone	Political Party	Calculated Start Date	Calculated End Date	Status

Generated 1/4/2024, 3:54:12 PM

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

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

January 10, 2024

Dear Dave,

Please be informed that the Waterford Republican Town Committee endorsed Atty. Alan Messier to serve on the Ethics Commission for the February 5, 2024 to February 2, 2026 .

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on February 5, 2024 the name of Alan Messier for a new term on the Ethics Commission.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 11 P 12:16
ATTEST: *David I. Campo*
TOWN CLERK

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

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

January 10, 2024

Dear Dave,

Please be informed that the Waterford Republican Town Committee endorsed Sara Gilman-Mallari to serve as an alternate on the Ethics Commission for the February 5, 2024 to February 2, 2026 .

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on February 5, 2024 the name of Sara Gilman-Mallari for a new term as an alternate on the Ethics Commission. Sara has previously served on this commission.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 11 P 12:16
TEST: David Campo
TOWN CLERK

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

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

January 10, 2024

Dear Dave,

Please be informed that the Waterford Republican Town Committee endorsed Chris Nailon to serve on the Ethics Commission for the February 5, 2024 to February 2, 2026 term.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on February 5, 2024 the name of Chris Nailon for a new term on the Ethics Commission.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 23 P 1:51
ATTEST: *Daniel F. Campo*
TOWN CLERK

WATERFORD DEMOCRATIC TOWN COMMITTEE

182 Niantic River Rd • Waterford, CT • 06385

Jan. 18, 2024

Paul Goldstein
Moderator, RTM
15 Rope Ferry Rd
Waterford, CT 06385

RE: Ethics Commission Appointment

Dear Moderator Goldstein,

On behalf of the Waterford Democratic Town Committee, I offer this letter of support for the nomination of **Cathy Patterson** for appointment as a member of the Ethics Commission for the term that runs from Feb. 5, 2024, to Feb. 1, 2026. Her contact information is as follows:

Cathy Patterson
7 Leary Drive
Waterford, CT 06385
claropatterson@gmail.com
860-334-2273

A lifelong resident of Waterford, Ms Patterson retired after a distinguished career as an educator that culminated with her service as Ledyard's Superintendent of Schools. More recently, she was an active and deliberative member of our town's Personnel Review Board, and we are confident that she would again prove to be an asset if granted the opportunity to serve in a new capacity. We strongly recommend that the RTM appoint Cathy Patterson to the Ethics Commission.

Thank you for your consideration of this matter.

Sincerely,



Cathy Barnard
Chair, Waterford DTC

cc: Dave Campo, Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 22 A 9:32
ATTEST: *Dave Campo*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

12

Date: January 9, 2024

To: Paul Goldstein, RTM Moderator
15 Rope Ferry Rd
Waterford, CT 06385

Re: Presidential Preference Primary

Mr. Goldstein,

The Connecticut Presidential Preference Primary has been rescheduled for April 2, 2024. The RTM regular meeting of the RTM is scheduled for April 1, 2024. The auditorium will be set up and locked prior to the meeting. We recommend that you reschedule the meeting for April 8, 2024.

Town attorney Avena has been consulted and agrees that the meeting may be changed for the above reason.

Sincerely,

David L. Campo, CCTC
Waterford Town Clerk

Bigi Ebbin
Democrat Registrar of Voters

Patty Waters
Republican Registrar of Voters

RECEIVED FOR RECORD
WATERFORD, CT
2024 JAN 23 1P 1:54
ATTEST: David L. Campo
TOWN CLERK

The Representative Town Meeting established the Ad Hoc Energy Task Force on 6/6/2022 with the charge: 1. Reviewing audits of consumption. 2. Identify any data needs based on those audits. 3. Address the energy policy of the town.

**REPRESENTATIVE TOWN MEETING BUDGET HEARINGS
FY 2024-25**

Town Hall Auditorium
7:00 P.M.

14

MONDAY MAY 06, 2024

Board of Education

WEDNESDAY MAY 08, 2024

Ethics Commission
Conservation of Health
Public Health Nursing
Social Services Grants/Review
Registrar of Voters
Tax Collector
Youth & Family Services Bureau
Senior Citizens Commission
Board of Assessment Appeals
Assessor
Contingency
Debt Service
Insurance
Town Clerk
Representative Town Meeting

WEDNESDAY MAY 15, 2024

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

MONDAY MAY 13, 2024

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