

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

AGENDA
BOARD OF SELECTMEN REGULAR MEETING

Tuesday, February 17, 2026

5:00 PM

Waterford Town Hall (Auditorium)

RECEIVED FOR RECORD
WATERFORD, CT
2026 FEB 12 PM 11:10
TOWN CLERK

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

1. **Call to Order & Roll Call:**
2. **Pledge of Allegiance**
3. **Public Comment:**
4. **Mago Point - Department of Energy and Environmental Protection (DEEP):** To consider and act on a proposed Joint Care and Management Agreement between the State of Connecticut and the Town of Waterford, and to authorize the First Selectman to sign the Agreement on behalf of the Town of Waterford.
5. **Public Works:** To consider and act on a Collective Site Services Agreement between the Cylinder Collective and the Town of Waterford and to authorize the First Selectman to sign the Agreement on behalf of the Town of Waterford.
6. **Tax Collector:** To consider and act upon the disposition of Town-owned property at 207 Boston Post Road a/k/a 1 Tiffany Avenue, by auction (without minimum bid) and forward a recommendation for such disposition to the Representative Town Meeting.
7. **Appointments & Resignations:**
 - 7a. Resignation by Richard Erricson, Sr., (U) Member, from Waterford Recreation and Parks Commission.
 - 7b. To consider and act on the re-appointment of John Jamroga (U) to the Waterford Shellfish Commission, to fill the term of 1/6/26-1/6/30 as a member.

7c. To consider and act on the re-appointment of John Hughes (R) to the Harbor Management Commission, to fill the term of 2/18/26-2/17/29 as a member.

7d. To consider and act on the re-appointment of Joseph Butts (R) to the Harbor Management Commission, to fill the term of 2/18/26-2/17/29 as a member.

7e. Resignation by Avery Holzworth, (D) an Alternate, from the Conservation Commission.

7f. To consider and act on the appointment of Eric Benvenuti (U) to the Recreation and Parks Commission, to fill the term of 9/1/23-8/31/26 as a member.

8. New Business:

9. Old Business:

10. Correspondence:

10a. Letter from Robert Brule, First Selectman – Fair Compensation

10b. Letter from Alan Wilensky, Tax Collector – 5 year history QDS

11. Consent Agenda

11a. Tax Refund: To approve and act on repayment of tax refund in the amount of \$135,455.92

11b. Board of Selectmen Regular Meeting Minutes January 20, 2026

11c. Board of Selectmen Budget Meeting Minutes February 3, 2026

11d. Board of Selectmen Budget Meeting Minutes February 4, 2026

11e. Board of Selectmen Budget Meeting Minutes February 5, 2026

11f. Board of Selectmen Budget Meeting Minutes February 9, 2026

11g. Board of Selectmen Budget Meeting Minutes February 10, 2026

12. Adjournment:

Return To:

Department of Energy and Environmental Protection
 Land Acquisition and Management Unit
 79 Elm Street – 6th Floor
 Hartford, CT 06106-5127

JOINT CARE AND MANAGEMENT AGREEMENT

THIS JOINT CARE AND MANAGEMENT AGREEMENT (the “**Agreement**”) is made and concluded by and between the STATE OF CONNECTICUT (the “**State**”), acting herein by Katherine S. Dykes, Commissioner of Energy and Environmental Protection, duly authorized under the provisions of Conn. Gen. Stat. § 22a-26, and the TOWN OF WATERFORD (the “**Town**”), a municipal corporation having its place of business at 15 Rope Ferry Road, Waterford, Connecticut, 06385, in the County of New London, State of Connecticut, acting herein by Robert J. Brule, its First Selectman (collectively hereinafter the “**Parties**”).

WITNESSETH, that the State is the owner of land totaling approximately 0.89 acres located in the Town of Waterford, Connecticut, known as 365 and 371 Mago Point Way and also known as 365 and 371 Rope Ferry Road, hereinafter the “**Premises**,” being the same land described in deeds recorded on November 23, 2001 and December 21, 2001 in the Waterford Land Records at Volume 539 and Page 949, and Volume 542 and Page 167, respectively. A description of the Premises being set forth in Schedule A attached.

WHEREAS, the State purchased the Premises to improve public access to the Long Island Sound and to serve as public overflow parking for the Niantic River Water Access Area and State Boat Launch adjacent to the Premises;

WHEREAS, the State issued a license to the Eastern Connecticut Conservation District, Inc., working in cooperation with the Town, to install storm water quality infrastructure at the Premises;

WHEREAS, the State and the Town are desirous of maintaining and enhancing the Premises as an existing access area and continuing to make the Premises available to the public, free of charge, for use by anglers, boaters, and other members of the general public;

WHEREAS, the Town is designing and constructing for mutual use and benefit of the Town and the State certain public trailered parking, general parking, and stormwater quality improvements at the Premises, pursuant to a services agreement contract identified as #2025-102, being administered by the State, and in accordance with a site design approved by the State (the “**Services Contract**”);

WHEREAS, the Parties wish to enter into this Joint Care and Management Agreement as evidence of their agreement to act in a cooperative manner to maintain such improvements at, and perform long-term operation and maintenance of, the Premises.

NOW THEREFORE, subject to and in consideration of all the stipulations, restrictions, specifications, and mutual covenants herein contained, the State and the Town do hereby expressly agree to the following terms and conditions set forth in Schedule B attached to this Agreement.

1. **Term. Option to Renew.** The term of this Agreement (the “**Term**”) shall commence upon the date of its signature and approval by the Connecticut Attorney General. The Term shall end on the date that is fifteen (15) years following the date the Term commences, subject to the termination provisions within the following articles.

So long as the Town is not in default, the Town may provide the State with a written request to renew this Agreement, such request to be sent not later than one hundred eighty (180) days prior to the end of the Term. The State shall reply in writing regarding whether it is willing to renew the Agreement within ninety (90) days after it has received such written request from the Town. Provided the State is willing to renew the term of

the Agreement, the State and the Town agree to negotiate a renewal in good faith and on terms and conditions satisfactory to both parties. In the event an agreement on renewal cannot be reached, the term of the Agreement will expire as of the final date of the Term, set forth above.

2. Use.

- (a) The Town acknowledges that the Premises were acquired by the State for public boating, angling, and recreational purposes and related uses. The Town and the State shall use, manage, operate, and maintain the Premises in accordance with the terms and conditions of this Agreement, including but not limited to those set forth in Schedule B. In fulfilling its use and maintenance obligations as required by this Agreement, the Town shall not assess parking, use, or other fees at the Premises and shall not interfere with the proper and safe use and enjoyment of the Premises by public users, excepting for certain use and maintenance activities in accordance with the terms and conditions of this Agreement. The Town acknowledges that the State may utilize the Premises for other purposes as the State may determine at any time and from time to time, provided that the same shall not interfere with the use thereof by the Town in fulfilling the purposes for which this Agreement has been granted.
- (b) Excepting for the construction for mutual use and benefit of the State and the Town of the public trailered parking, general parking, and stormwater quality improvements referenced above, the construction of which shall be governed by a Public Services Contract, the Town shall not make any Improvements to the Premises without prior written approval of the State, which approval may be withheld in the State's sole and absolute discretion. The State reserves the right to review and approve all plans prior to any and all site Improvements at the Premises, and no such Improvement shall commence unless and until the State provides its written approval for same. Except to the extent otherwise provided by any pre-existing Agreement, license or other agreement, title to any and all Improvements (including, but not limited to equipment) located at or on the Premises at the commencement of the Term is and shall remain in the name of the State. Likewise, any structures and/or other Improvements which are constructed or otherwise installed by the State or Town during the Term shall immediately become and remain property of the State, unless the State specifically agrees in writing to the contrary. Unless, and then only to the extent, the State otherwise agrees or directs in writing, at the expiration or earlier termination of this Agreement, any Improvements which are or have been erected, installed, or otherwise effected by or on behalf of Town which are not property of the State shall be removed, and the Premises shall then be restored to its prior condition, all at the sole cost and expense of the Town. Any Improvements of the Town's that are not removed shall be deemed abandoned and shall be and remain the State's property.
- (c) For purposes of this Agreement, the term "Improvements" means any and all fixtures, structures, and additions presently existing on the Premises, the installation, erection, alteration, expansion, or removal of any and all fixtures, structures and other improvements, as well as the installation, alteration, or removal of any and all soil, trees, water and other physical aspects of the Premises, which currently or hereafter exist at or on, or constitute a part of, the Premises including, without limitation: the planting or removal of any trees or other vegetation; the movement or alteration or creation of any pools, ponds, wetlands, or water courses; the installation, erection, alteration, expansion, or removal of any driveways, roads, sidewalks, footpaths, footings, buildings, fences, trash receptacles or other structures; the installation, alteration or removal (other than routine maintenance) of any and all pipes, plumbing, pumps, ducts, conduits, wires, tunnels, sewers, septic systems, wires and/or other conduits or equipment any and all other machinery and equipment used to generate, distribute, recapture, test or monitor any electricity, gas, oil, air, water, telecommunications, and/or other utilities in, to or through the

Premises or any structures thereon; and/or the laying or removal of any pavement or other material at the Premises.

- (d) The Town agrees that no debris shall be permitted to be disposed of, strewn about, or (except as reasonably necessary to hold such material pending its proper and timely collection or disposal) stored on the Premises. The term “debris” includes, but is not limited to: fishing line, lures or other materials used for fishing, discarded or scrap paper, boxes, barrels, rope, rags, batteries, tires and other trash, waste or debris; junked, dismantled, or wrecked automobiles or parts thereof; any old or scrap copper, iron, steel, brass or other ferrous or non-ferrous materials and any solid waste whatsoever.

(balance of page intentionally left blank; signature page follows)

IN WITNESS WHEREOF, the Parties have set their hands.

Signed and Sealed
In the Presence of:

**STATE OF CONNECTICUT
DEPARTMENT OF ENERGY AND
ENVIRONMENTAL PROTECTION**

Witness:

By: _____
Katherine S. Dykes
Commissioner

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS: HARTFORD

The foregoing instrument was acknowledged before me on this ____ day of _____, 2025
by Katherine S. Dykes, Commissioner of Department of Energy and Environmental Protection,
State of Connecticut, on behalf of the State.

Notary Public
My Commission Expires:

The terms and conditions of the foregoing Instrument are hereby accepted by the Town of
Waterford.

Signed and Sealed
In the Presence of:

TOWN OF WATERFORD

Witness:

By: _____
Robert J. Brule
First Selectman

Witness:

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON) SS: WATERFORD

The foregoing instrument was acknowledged before me this ____ day of _____, 2025
by Robert J. Brule, First Selectman of the Town of Waterford.

Notary Public
My Commission Expires:

APPROVED PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 22a-26:

Paul Hinsch, Policy Director
Bureau of Asset Management
Office of Policy and Management

Date: _____

STATUTORY AUTHORITY
Connecticut General Statutes
Section 22a-26

APPROVED:
William Tong
Attorney General

By: _____
Jeffrey Zeman
Assistant Attorney General

Date: _____

SCHEDULE A
DESCRIPTION OF THE PREMISES

Two certain pieces or parcels of land located in the Town of Waterford, County of New London, and State of Connecticut, said parcels of land being labeled as Parcel "A" and "Parcel B" on a map entitled, "Property Survey of 365 & 371 Mago Point Way, Waterford, Connecticut, Prepared for the Department of Environmental Protection, State of Connecticut", scale: 1" = 20 feet, dated Sept. 18, 2000, revised through July 26, 2001, prepared by: Gesick & Associates, P.C., which map is filed on the Town of Waterford Land Records as Map #4400.

SCHEDULE B
TERMS AND CONDITIONS

The State and the Town expressly agree to the following stipulations, conditions, and covenants:

I. Use and Signage.

- (a) The Town shall design and construct a public trailered parking area (the “Trailered and Car-Top Parking Area”), a general parking area, and stormwater quality improvements at the Premises, pursuant to the Public Services Contract, which is on file at the State’s offices at 79 Elm Street, Hartford, Connecticut.
- (b) The Town shall design and install signage specifically identifying, and informing visitors of, the Trailered and Car-Top Parking Area to the satisfaction of the State.
- (c) The Town shall install and maintain signage visible to visitors and satisfactory to the State, acknowledging the State’s ownership of, and partnership at, the Premises. The Town shall also include such acknowledgement in any printed publications and online material related to the Premises.
- (d) Prior to opening the parking lot to the public, the Town shall install signage, which shall be subject to DEEP review and approval, containing the following language or such other rules as may be approved or imposed by the State in writing (Parking Rules):

Niantic River State Boat Launch Parking Rules

This primary use of this parking lot is for public access to the Niantic River and Long Island Sound. Parking for WATER USES (e.g. boating and fishing) is available 24/7.

For NON-WATER USES, the following parking rules apply:

April 1 to November 30, parking in vehicle spaces is permitted:
5:00 p.m. to 2:00 a.m.

December 1 to March 31, parking in vehicle spaces is permitted
6:00 a.m. to 2:00 a.m.

Parking spaces marked for trailers are at all times reserved for vehicles with boat trailers only.

No overnight parking of vehicles is allowed for NON-WATER USES.

- (e) The Parking Rules signage shall at all times be posted at the Premises and maintained by the Town. The language of such signage shall be consistent with the language contained in subsection (d) unless otherwise approved by the State in writing.
- (f) The Trailered and Car-Top Parking Area shall be reserved for water-dependent uses and for boaters using the Niantic River Water Access Area daily during the dates and times more particularly set forth in the Parking Rules. The Trailered and Car-Top Parking Area will be open for other public parking purposes in accordance with the dates and times described in the Parking Rules.

(g) The State shall have the authority to impose new Parking Rules at the Trailered and Car-Top Parking Area. The Town shall install updated signage displaying the new Parking Rules in accordance with section I.(d) within thirty (30) days of the State's demand.

(h) Any signs at the Premises for purposes not described above will be subject to prior written approval by the State and will be placed at the Town's cost and expense.

II. Enforcement.

(a) The Town shall post all rules, including the Parking Rules, at the Premises and maintain such signage at its cost and expense.

(b) The Town shall perform the primary law enforcement functions related to the Premises, including the enforcement of the Parking Rules. The State shall also perform law enforcement functions related to the Premises, including the enforcement of public access area regulations under Section 26-16-1 of the Regulations of Connecticut State Agencies.

III. Maintenance.

(a) The State shall provide the following ongoing maintenance services at the Premises, within available resources and on an as-needed basis as determined the State:

- i. Resurfacing and repair of the paved parking area;
- ii. Line striping; and
- iii. Replacement of damaged or missing wheelstops.

IV. The Town shall provide the following maintenance services up to a cost of nine thousand five hundred dollars (\$9500.00) per fiscal year for each service item.

- i. Routine inspection and as needed minor repair of fencing materials;
- ii. Replacement of damaged or missing town signage;
- iii. Maintenance of site lighting
- iv. Maintenance of sidewalks and pedestrian pathways; and
- v. Maintenance, of any installed stormwater quality infrastructure, including tree filters, swales, basins, and/or rain gardens.

(b) Town shall provide all other ongoing maintenance services at the Premises including, but not limited to, the following:

- i. Maintenance of the landscape areas, consistent with CT DEEP maintenance schedule at adjoining lot.
- ii. Monitoring of property for trash and debris and removal as needed; and
- iii. Snow plowing of the Premises and sidewalks consistent with Town Ordinance.

V. **Compliance with Laws.** The Town shall comply with and conform to all federal and state laws and regulations and shall hold the State harmless from all fines, penalties, and costs for violation or noncompliance with the same. The Town further agrees to manage the Premises in a manner such that the responsibility and/or liability of the State and of the Town shall be limited to the maximum extent possible in accordance with the provisions of Sections 52-557f to 52-557i of the General Statutes of Connecticut, as amended.

VI. **No Assignment.** The Town shall not assign, pledge, hypothecate or otherwise

transfer or convey all or any part of the Premises or this Agreement or any interest therein (herein, a "Transfer") without receipt of written approval of the State, which approval may be withheld in its sole and absolute discretion. Any Transfer effected or attempted to be effected in contravention of this Section shall be null and void, ab initio.

- VII. **Granting Rights to Others.** Nothing contained in this Agreement shall be construed to prevent the State from granting any rights to or permitting any use of the Premises it might otherwise have authority to grant or permit.

VIII. **Special Flood Hazard Provisions.**

- (a) In the event any portion of the Premises are located within a 100 year flood plain, no National Flood Insurance Program insurable structures shall be placed on the Premises and no obstructions shall be placed on the Premises that would increase flood hazards or act as an impediment to stream flow or raise flood water heights without the explicit written consent of the State as stipulated below. The Town must obtain the State's prior written consent in order to undertake any such site improvements or construction activities and before placing any structures on the Premises, which consent may be withheld in the State's sole and absolute discretion. Improvements and construction activities subject to this provision include, but are not limited to, any permanent or temporary structures, fencing, roadways, walkways, site grading, drainage, landscaping, excavation and/or removal or addition of sand, gravel, or fill from the Premises. Such written consent must be obtained from the Director of the Water Planning and Management Division of the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse or its successor. Notice of such written consent shall also be provided to the Office Director of Land Acquisition and Management and as hereinafter provided for in this Agreement. Any failure by the Town to obtain the aforementioned consents will be considered cause for termination of the Agreement by the State.
- (b) The State shall have the right to cause any and all waters to flood and/or flow back upon or be withdrawn from the Premises or any portion thereof at any and all times and for any and all periods of time and the State shall not be liable for damages or non-accessibility due to flooding and operations of any floodwater dams, which affects the leased Premises.
- (c) The State reserves the right to construct, operate, and maintain flood control works of improvement on the Premises pursuant to sections 22a-318 through 22a-320(a) inclusive of the Connecticut general statutes. The State shall have the right to make repairs, both minor and major to any portion of any flood control structures, specifically the dams and dikes at any and all times that it deems necessary.
- (d) The failure of the State to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect with regard to any violation thereof that had theretofore occurred.

IX. **Insurance.**

- (a) **Insurance and Certificates Required.** The Town shall, at its sole cost and expense during the term of this Agreement, maintain the following insurance and deliver to the State certificates evidencing the same:

- i. COMMERCIAL GENERAL LIABILITY INSURANCE including

Contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Three Million Dollars (\$3,000,000) for damages arising out of bodily injuries to, or death of, persons in accidents or occurrences and out of injury to or destruction of property during the policy period;

- ii. AUTOMOBILE LIABILITY INSURANCE which covers motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, persons and/or damage to property in any one accident or occurrence. If the Town does not own an automobile, but one is used in the performance of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the performance of the Agreement, then automobile coverage is not required.
- iii. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers the Town's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with limits of:
 - 1. \$100,000 Each Accident (bodily injury by accident);
 - 2. \$500,000 Disease – Policy limit (bodily injury by disease); and
 - 3. \$100,000 Disease – Each Employee (bodily injury by disease).
- iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS) in the event the Town or any of the Town's contractors provide any architecture, engineering, design, accounting, legal, or other professional services under or in conjunction with this Agreement and/or at or with regard to the Premises, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

- (b) All products and completed operations coverage required to be maintained by the Town and its contractors shall continue to be

maintained for at least three (3) years following final acceptance of their work.

- (c) Notwithstanding any other provision of this section to the contrary, any party required to maintain insurance hereunder shall be deemed to be in compliance with this section even if such party's insurance policy(ies) are not written for amounts specified within (other than worker's compensation insurance) provided said party carries Umbrella or Excess Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella or Excess Liability insurance follow(s) the form of said party's primary coverages.
- (d) Except as otherwise provided to the contrary in this section, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella or excess coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that the Town shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded the State, thereunder are equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Agreement and/or the work, if any, to be performed by the Town or its contractors.
- (e) The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under all applicable coverages maintained pursuant to the above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.
- (f) Upon the Town's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary date of the execution of the Agreement, the Town agrees to furnish the State one (1) or more certifications of insurance evidencing that the Town and its contractors have obtained the insurance required hereunder. Each certificate of insurance shall be in such form as is supplied or approved by the State, fully executed by an insurance company or companies satisfactory to the State, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing, Town shall produce, and shall require its contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, Town and/or its contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time, Town or its contractors shall fail to provide any such insurance documentation with five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are reserved for the State, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge Town the cost thereof, which amounts shall then be promptly paid by Town to the State. Copies of all required insurance policies shall be retained by the Town for three (3) years after effective date.

- (g) Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved by the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.
- (h) All of the Town's and its contractors' insurers shall be licensed to do business in the State and be rated A- (VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement thereof. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.
- (i) The Town and its contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of the Town's or its contractors' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived by the Town. All insurance maintained by the Town and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.
- (j) Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party seems desirable or appropriate, provided, however that all liability insurance maintained by the Town and its contractors which covers the Premises and/or any work to be performed under this Agreement shall name the State as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by the Town and/or its contractors, and shall not contribute with it.
- (k) The Town shall neither do nor allow its contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this section shall or may be invalidated in whole or in part. In the event that any of the contractors so acts (or fails to act), then the Town shall promptly use commercially reasonable efforts to eliminate that condition.
- (l) The State shall have the right to review and revise the insurance requirements applicable to the Town and its contractors, and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent, in its sole discretion under the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
- (m) Unless requested otherwise by the State, the Town, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against them or any State Indemnified Parties, unless, and then only if and when, approved in writing by the State, which approval may be withheld in its sole and absolute discretion. The Town shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required

insurance.

- (n) The failure of the State, at any time or from time to time, to enforce the provisions of this section concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of the Town to indemnify, defend and hold and save harmless the State or the State Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by the Town or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.
- (o) The Town shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- (p) The provisions of this section, shall be incorporated and made a part of each contract or other agreement which the Town enters into under or in conjunction with this Agreement or the Premises with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the Premises) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any contractor does not maintain, and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this section, the Town may request the State to approve different levels and/or types of coverage for such contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.
- (q) The provisions of this Section shall survive any termination of this Agreement.

X. Indemnification.

- (e) The Town shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, or the Agreement. The Town shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Town's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Town's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the Performance. The Town's obligations under this section shall specifically include, but not be

limited to, any and all Claims arising or acts occurring between 12:00:01 AM July 9, 2025 and the Execution of this Agreement in addition to any Claims arising or acts occurring after Execution of this Agreement.

- (f) Notwithstanding the foregoing, the Town shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (g) The Town shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Town or any Town's Parties. The State shall give the Town reasonable notice of any such Claims.
- (h) The Town's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Town is alleged or is found to have merely contributed in part to the acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the acts giving rise to the Claims.
- (i) The Town shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Town shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the agreement. The Town shall not begin Performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency is contributorily negligent.
- (j) This section shall survive the Termination of the Agreement and shall not be limited by reason of any insurance coverage.
- (k) As used in this section and elsewhere in this Agreement, the following terms shall have the following meanings: (i) "Claims" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, (ii) "Town's Parties" shall mean Town's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Town is in privity of oral or written contract and the Town intends for such other person or entity to perform under this Agreement in any capacity, and (iii) "Records" shall mean all working papers and such other information and materials as may have been accumulated by the Town in performing under this Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

XI. **Hold Harmless.** The Town will at no time hold the State responsible for damage, theft or acts of vandalism occurring to equipment or property owned by it or in its possession and located on the Premises or any other damage of any nature that may be sustained by such equipment or property while located on the Premises, except as such damage is caused by the negligence of the State's agents, employees and representatives acting within the apparent scope of their authority. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

- XII. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- XIII. **No Exclusive Remedies.** No right, power, remedy or privilege of the State shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of each other or of any other remedy available to the State at law or in equity.
- XIV. **Taxes, Fines and Utilities.**
- (a) The Town shall be responsible for securing, and paying for, any and all water, gas, oil, electricity, sewage and other private and/or public utilities, fees, penalties, usage charges, and/or other costs that are delivered to, and/or consumed or otherwise used at, the Premises during the Term of this Agreement, unless otherwise specifically provided to the contrary in this Agreement. As and to the extent requested by the State, the Town shall abandon and make safe all utility connections required for the Premises at the end of this Agreement, all at the Town's sole cost and expense.
 - (b) The Town will be responsible for and pay all fees, fines and/or penalties assessed for violation of, or which are required to be paid in order to comply, for compliance with all State and municipal health and building codes and regulations.
 - (c) The provisions of this Section shall survive the expiration or earlier termination of this Agreement and any holdover period.
- XV. **No Waste.** The Town shall not mutilate, damage, misuse, or commit or suffer waste on the Premises, but shall keep the same and upon the termination hereof deliver them up, in as good condition as they may be put in by the Town or the State, ordinary wear and tear, fire without fault or malfeasance of any occupant of the Premises, and damages by the elements without concurring fault on the part of the Town, excepted.
- XVI. **State's Right to Terminate.** Notwithstanding any provision in this Agreement, the State may, during the term of this Agreement, make the determination that it is in the best interests of the State to terminate this Agreement. The State reserves the right to terminate this Agreement at any time during the initial Term or any renewal or extension thereof upon ninety (90) days' prior written notice to the Town, provided, that the State shall give written notice to the Town of termination hereof at its principal place of business, as set forth in Section XIX of this Schedule B. Such termination shall in no event be deemed to be a breach of contract; and all rights, duties, and obligations hereunder, except those obligations which specifically survive the termination of this Agreement, shall be null and void, so that no party shall have any further rights, duties, or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.
- XVII. **State's Right to Terminate For Default.** Notwithstanding any provision in this Agreement, in the event of a violation of this Agreement by the Town, the State reserves the right to terminate this Agreement at any time during the initial Term or any renewal or extension thereof upon ninety (90) days' prior written notice to the Town, provided, that the State shall give written notice to the Town of termination hereof at its principal place of business, as set forth in Section XIX of

this Schedule B, and provided that the Town shall have a period of sixty (60) days from the date of receipt of said notice within which to cure or cease any violations or failure on its part to perform any stipulation, requirement or condition of this Agreement or within which to diligently commence and continue efforts to cure such failure in a reasonable time after such sixty (60) day period, provided that no such cure period shall last longer than one hundred twenty (120) days (and in the event of any such cure or cessation of a violation or failure the State shall not terminate this Agreement on account thereof).

XVIII. **Town's Right to Terminate.** If during the term of this Agreement, the Town determines that it no longer is able to continue its operations on the Premises, it shall so notify the State in writing and such notification shall constitute a termination of this Agreement, whereupon the parties hereto shall cease to have any further obligation or liability to one another, provided that Town shall be responsible for any and all utility fees and other costs described in Paragraph XIV of these Standard Terms that may have accrued through the date of termination.

XIX. **Duties at End of Agreement.** At the expiration or earlier termination of this Agreement, the Town will quit its operations and maintenance duties at the Premises and, in so doing, will leave the Premises in as good or better condition as the day this Agreement was executed, reasonable wear and tear excepted. In the event the Town fails to cease maintaining the Premises at the expiration or earlier termination of this Agreement (i) the Term of this Agreement shall not be, nor deemed to be, renewed or otherwise extended, and (ii) the Town shall not have any possessory or other rights in or to the Premises, all of which are hereby disclaimed by the Town. Without limiting the generality of the foregoing, the Town agrees that, for and so long as the Town shall continue to maintain the Premises, the Town will continue to be bound by and will comply with any and all of the Town's obligations that it has agreed to perform during the Term of this Agreement, notwithstanding that the Term of this Agreement shall not be extended thereby.

XX. **Notices.** Where notice is required under this Agreement, such notice shall be in writing and given by (a) certified United States mail, return receipt requested, (b) hand delivery, (c) recognized overnight delivery service, or (d) electronic mail with proof of receipt, to:

The State: Office Director
 Boating Division
 Department of Energy and Environmental Protection
 P.O. Box 280 (333 Ferry Road)
 Old Lyme, CT 06371-0280
 79 Elm Street
 Hartford, CT 06106-5127
 Email: DEEP.Boating@ct.gov

The Town: First Selectman
 Town of Waterford
 15 Rope Ferry Road
 Waterford, CT 06385
 Email: firstsel@waterfordct.org

Provided that said electronic mail and postal mail addresses may be changed at any time by written notification by either party, sent as above.

XXI. **No Warranty of Title; No Rights of Ownership or Occupancy.** In executing this Agreement, the State makes no claims or guarantees with respect to the title of the Premises, and the Town specifically agrees that it shall in no way hold the State liable for any claims or damages for any interruption of its enjoyment or use of the Premises should any dispute to title arise during the course of this Agreement.

The Town acknowledges that this Agreement is an agreement for the joint care and maintenance of the Premises only, and that it provides the Town with no rights of ownership to or occupancy of the Premises, all of which are hereby specifically disclaimed by the Town.

XXII. **Forum and Choice of Law.** The parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Town waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

XXIII. **Executive Orders and Other Enactments.**

- (a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Town is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- (b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.
- (c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.



**The Cylinder Collective
Connecticut Pressurized Cylinder Program
Collection Site Services Agreement**

Between The Cylinder Collective And:

Town of Waterford

“Insert name of Collection Site Owner”

THE CYLINDER COLLECTIVE

P.O. Box 160

Big Bend, WI 53103

414-644-0139 Executive Director

860-412-4399 CT Program Coordinator

www.cylinderecollective.org

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



Feb 18, 2026

This Agreement including the attached terms and conditions is effective as of ~~November 1, 2025~~
 (“**Effective Date**”) by and between The Cylinder Collective, a non-profit corporation organized under the
 law of the District of Columbia (“**TCC**”) and, **having its registered business address at 200 W. Old Wilson**
 Bridge Road, Columbus, OH 43085 and mailing address at P.O. Box 160, Big Bend, WI 53103. and the
 Collection Site Owner, Town of Waterford (“**Collection Site Owner**”).
 “Insert name of Collection Site Owner”

RECITALS

Whereas, TCC is the producer responsibility organization of The Cylinder Collective’s Connecticut Pressurized Cylinder Recycling Program (“**Program**”), as set forth by Conn. Gen.Stat. §§ 22a-905h, and approved by CT Department of Energy and Environmental Protection (CT DEEP), that is organized to develop and implement a recovery program to execute agreements to collect, transport, and recycle Covered Pressurized Cylinders using environmentally sound management practices;

Whereas, TCC desires to enter into agreements with collection site owner and operators for the purposes of collecting Covered Pressurized Cylinders;

Whereas, Collection Site Owner operates one or more collection sites in Connecticut that serve the retail and/or waste management needs of Connecticut residents; and

Whereas, parties wish to enter into this Agreement, which describes the terms and conditions under which the Collection Site Owner will act as an authorized collection site for the Program;

Now, therefore, for and in consideration of the terms of this Agreement, each parties’ performance of its respective obligations, and the mutual promises and covenants contained herein, the parties hereto agree to this Agreements.

IN WITNESS WHEREOF, parties have each caused this agreement to be executed by their duly authorized representatives on the day and year set forth below.

The Cylinder Collective Signed: _____ Name: _____ Title: _____ Address: 200 W. Old Wilson Bridge Road Columbus, OH 43085 Notice Address: P.O. Box 160 Big Bend, WI 53103 Attention: Attention: Executive Director With copy to: davidkeeling@cylinderindustry.org	_____ a(n) _____ (i.e. municipality) Signed: _____ Name: _____ Title: _____ Address: _____ Notice Address: _____ Attention: _____ With copy to: _____
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Please be sure to fill out Attachment B for each collection site location.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



Terms and Conditions

1. ARTICLE 1 – DEFINITIONS

- 1.1. "Collect/Collected/Collection" means accepting from only Connecticut residents, and properly identifying and packing for transportation, Covered Pressurized Cylinders at a Collection Site.
- 1.2. "Collection Containers" are containers provided by or approved for use by TCC or its service providers to hold and transport cylinders, and includes totes, boxes, drums, roll-off containers and/or other approved containers.
- 1.3. "Collection Site" means one or more designated permanent collection sites that are owned, leased, subleased, managed or otherwise controlled by the Collection Site Owner. The list of Collections Sites and corresponding collection site information is set forth in Attachment B.
- 1.4. "Connecticut Regulated Waste" means any substance, material, or waste for which a permit for collection, storage, treatment, or disposal is required under section 22a-454 of the Connecticut General Statutes.
- 1.5. "Covered Pressurized Cylinders" mean the pressurized cylinders described in Attachment C.
- 1.6. "Effective Date" for this Agreement is set forth above.
- 1.7. "Force Majeure" is defined in Section 14.2.
- 1.8. "Including" means "including but not limited to."
- 1.9. "Initial Term" is defined in Section 2.1.
- 1.10. "Laws" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker's compensation, disability, taxes, worker and public health and safety, the environment, and the Program.
- 1.11. "Materials and Activities" mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Collective Site to comply with and fully perform its obligations under the Agreement.
- 1.12. "Non-Program Cylinders" mean cylinders not covered by the Program, including those identified in Attachment D.
- 1.13. "Service Provider" means independent contractor(s) hired by TCC to implement the Collection, transport, reporting and/or processing of Covered Pressurized Cylinders. This term includes independent contractors hired by Service Providers to transport Covered Pressurized Cylinders.
- 1.14. "Services" means all services for which Collection Site Owner is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities, services provided for in Attachment A, and Collection of Covered Cylinders as identified in Attachment C.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



2. ARTICLE 2 – TERM OF AGREEMENT

AGREEMENT

- 2.1. This Agreement will commence upon the Effective Date and will remain in full force and effect for three (3) years (the “Initial Term”).
- 2.2. Ninety (90) days prior to the expiration of the Initial Term, this Agreement will be revisited by the parties to discuss another three (3) year term (“Renewal Term”), The Initial Term and the possible Renewal Term are collectively the “Term.”
- 2.3. If either party provides notice of non-renewal, and unless otherwise instructed by TCC, then before the end of the Term, the Collection Site Owner shall assemble all Collection Containers supplied by TCC, or the Service Provider(s) whether or not full, and shall make them available for pick up by a Service Provider at the Collection Site. In addition, the Collection Site Owner, at no additional cost to TCC, shall: (a) cooperate fully at the direction of TCC in the orderly transition of the Services to its successor, and (b) undertake the orderly cessation of the Services.

3. ARTICLE 3 – COLLECTION SITE OWNER OBLIGATIONS

- 3.1. Collection Site Owner will, and will ensure the operator of each Collection Site will, perform the Services as defined in this Agreement, including without limitation those Services set forth in Attachment A.
- 3.2. Collection Site Owner shall take every precaution to protect public and private property during the performance of the Services. If the Collection Site Owner’s personnel or equipment cause any damage to TCC or a Service Provider’s property, the Collection Site Owner, at its sole expense, shall promptly replace the damaged property or repair it to the condition existing before the damage.
- 3.3. Collection Site Owner may not change the Services or the location of any Collection Site without prior written approval from TCC.
- 3.4. Collection Site Owner shall thoroughly understand the Services and matters that may affect the Services, including the Laws governing the Services and this Agreement. Failure to do so does not relieve the Collection Site Owner of its obligations under this Agreement.
- 3.5. Collection Site Owner shall ensure all Services under this Agreement are performed only by competent personnel under the management, supervision, and direction of, or in the employment of, the Collection Site Owner.
- 3.6. Collection Site Owner shall commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.
- 3.7. Collection Site Owner shall comply with all reasonable requests from TCC for preparation, access, review, and/or adjustment of reports regarding the Services, throughout the term of this Agreement.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



- 3.8. Collection Site Owner shall commence performing the Services on the Effective Date and shall continue performing diligently until they are completed in accordance with this Agreement.
- 3.9. Collection Site Owner shall inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. Collection Site Owner shall immediately notify TCC if at any point during the term of the Agreement a Collection Container is not in proper condition for use. Collection Site Owner shall not use any Collection Containers that are not in proper condition for use. TCC and/or its Service Provider is responsible for repairing normal wear and tear to the Collection Containers.

4. ARTICLE 4 – COLLECTION SITE OWNER REPRESENTATIONS AND WARRANTIES 4.1.

Collection Site Owner represents, covenants, and warrants that:

- a. It is a legal entity, in good standing and qualified to carry on business in Connecticut and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement; and is the owner and/or authorized operator of each Collection Site;
- b. This Agreement does not in any way conflict with any other agreements or obligations of the Collection Site Owner;
- c. It possesses the business, professional, and technical expertise, training, and Materials and Activities required to perform the Services;
- d. It will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services; and
- e. It and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services.

5. ARTICLE 5 – TCC OBLIGATIONS

- 5.1. Depending on the needs of the Collection Site, TCC shall offer the option of a scheduled pick-up service or a “by request” pick-up service. Upon request for a “by request” pick-up or any pick-up outside of a scheduled pick-up service, TCC shall arrange for a timely pick-up by its Service Provider of Covered Pressurized Cylinders Collected by a Collection Site for delivery in accordance with the Program.
- 5.2. TCC shall make available to the Collection Site Owner an education kit for each of its Collection Sites, including material such as web page banners, consumer brochures and signage.
- 5.3. TCC, either directly or through its Service Providers, shall provide or approve for use Collection Containers for each Collection Site providing the Services. All Collection Containers supplied under this Agreement will remain the property of TCC and/or its Service Provider.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
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- 5.4. TCC has no authority to and shall not manage, direct, or supervise employees, representatives, or agents of the Collection Site Owner, including how they perform the Services or achieve compliance with applicable Laws.
- 5.5. Nothing herein creates an exclusive arrangement between TCC and the Collection Site Owner or any Collection Site. Collection Site Owner acknowledges that TCC may contract with other parties under the Program.

6. ARTICLE 6 – TCC REPRESENTATIONS AND WARRANTIES

- 6.1. TCC represents, covenants, and warrants that:
 - a. it is a non-profit corporation validly existing under the laws of the District of Columbia;
 - b. it has the corporate power, capacity and authority to enter into and complete this Agreement; and
 - c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate action by TCC.

7. ARTICLE 7 – AGREEMENT TERMINATION

- 7.1. Either party may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.
- 7.2. Either party may terminate this Agreement or any Services under this Agreement upon prior written notice if the other party:
 - a. has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or
 - b. has violated applicable Laws.

8. ARTICLE 8 – TITLE AND RISK OF LOSS

- 8.1. Collection Site Owner shall perform its Services under this Agreement at its own risk. As between the parties, Collection Site Owner (and not TCC) shall have title to and risk of loss and liability for any and all Covered Pressurized Cylinders and Non-Program Cylinders that the Collection Site receives. Notwithstanding the foregoing, once a Service Provider accepts for transportation any Covered Pressurized Cylinders Collected by the Collection Site under this Agreement, title to and risk of loss, including any risk of loss and liability under the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. ("CERCLA"), or Chapter 445 of the Connecticut General Statutes, Conn. Gen. Stat. § 22a-114 et seq., or Chapter 446k of the Connecticut General Statutes, Conn. Gen. Stat. § 22a-451, or any other applicable Law, for those Covered Pressurized Cylinders will transfer to the Service Provider. TCC at no time takes title to or assumes liability or risk of loss for Covered Pressurized Cylinders or Non-Program Cylinders; however, TCC shall require in its contracts with its Service Providers that the Service Providers accept such title and risk of loss immediately upon accepting any Covered Pressurized Cylinders for transportation from the Collection Site.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
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- 8.2. TCC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Collection Site, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Collection Site by TCC and/or its Service Provider.

9. ARTICLE 9 – CONSIDERATION

- 9.1. As consideration under this Agreement, TCC, directly or through its Service Provider, will;
- i. provide the Collection Site with Collection Containers and education kits, and
 - ii. facilitate the transportation and processing of Covered Pressurized Cylinders by Service Providers as set forth in this Agreement.
- 9.2. TCC will not provide the Collection Site Owner with any monetary compensation or reimbursement for the Collection Site Owner's Collection of Covered Pressurized Cylinders, furnishing of the Materials and Activities, or its performance of the Services.

10. ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF TCC

- 10.1. TCC and its representatives may (a) monitor and verify that the Collection Site has complied with this Agreement and the applicable Law, and (b) consult with the Collection Site about such compliance; provided, however, that TCC shall not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Collection Site Owner; (2) the activities undertaken by the Collection Site Owner in the performance of this Agreement; and (3) the means by which the Collection Site Owner meets all requirements, including applicable Laws.
- 10.2. TCC may audit and inspect, with full access, the Collection Sites during their hours of operation. Unless more immediate access is required in the event of an emergency, TCC will provide the Collection Site Owner with at least 24 hours' notice before any audit or inspection of its Collection Sites.
- 10.3. Collection Site Owner will maintain and make available to TCC, during regular business hours, records relating to its Services under this Agreement. Collection Site Owner will permit TCC to audit, examine, and make excerpts and transcripts, for any records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement. Collection Site Owner shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. Collection Site Owner will include this requirement in any subcontract for the Services performed under this Agreement.

11. ARTICLE 11 – INDEMNIFICATION

- 11.1. Collection Site Owner, and its successors and assigns, shall defend, indemnify, and hold harmless TCC and its sole member (as identified under TCC's Certificate of Incorporation), its employees, its officers, its directors, and the participating producer companies, their officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, "**Indemnified Parties**") from and against all claims, suits, demands, obligations, losses, damages (including punitive or exemplary damages), liabilities, expenses (including legal fees, expenses of litigation, court costs, and reasonable costs of investigation), and causes of

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
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action of every kind whatsoever, whether based in contract, tort, statute, common law, or strict liability, which are claimed in any way to result from, arise out of, or be connected with the performance of the Services, a Collection Site's operations, or the Collection Site Owner's or its subcontractor's performance of its obligations under this Agreement. This indemnification obligation does not apply to the extent any claims, suits, demands, obligations, losses, damages, liabilities, expenses, or causes of action are proven to result from the intentional misconduct or material breach of this Agreement by TCC.

- 11.2. Nothing in this Agreement constitutes a waiver or limitation of any rights that TCC may have under applicable Laws.
- 11.3. TCC WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, PROFITS, USE, GOODWILL OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

12. ARTICLE 12 – INSURANCE

- 12.1. Collection Site Owner shall provide at its own expense, environmental and general liability insurance with limits for each of not less than \$1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker's compensation and automobile insurance, to the extent and in the amounts required by applicable law. Upon request, Collection Site Owner will provide TCC with corresponding certificates of insurance naming TCC as an additional insured under the applicable policies (except for workers compensation).

13. ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING

- 13.1. Collection Site Owner may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of TCC, which consent shall not be unreasonably withheld. Any change of control of a Collection Site, constitutes an assignment that requires prior written consent of TCC. A "change of control" includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a controlling interest in the Collection Site Owner. Any attempted assignment, novation, or other transfer made in violation of this Section is void and has no effect.
- 13.2. Collection Site Owner may subcontract any part of the Services. As part of any subcontract relating to this Agreement, the Collection Site Owner must require the subcontractor to comply with the terms of the Agreement to the extent applicable to any Collection Site under this Agreement. Nothing contained in this Agreement or otherwise creates any contractual relationship between TCC and any subcontractor of the Collection Site Owner. A subcontract does not relieve the Collective Site Owner of its responsibilities and obligations hereunder. Collection Site Owner remains liable to TCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as if performed by the Collection Site Owner directly.
- 13.3. TCC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Collection Site.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
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14. ARTICLE 14 – FORCE MAJEURE

- 14.1. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by a Force Majeure Event. In the event that either party intends to rely upon a Force Majeure Event to suspend or to terminate its obligations, such party shall notify the other party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.
- 14.2. “**Force Majeure Event**” means an event beyond the reasonable anticipation of the affected party that prevents such party’s performance of this Agreement, including without limitation, riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, but only to the extent that due diligence is being exerted by the affected party to resume performance at the earliest possible time.

15. ARTICLE 15 – NOTICES

- 15.1. Except where otherwise expressly authorized, notice will be by email (with acknowledgement of receipt), facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed to the addresses a party set forth on the first page; provided, that, either party may change their address for notices by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

16. ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

- 16.1. Parties acknowledge that they are independent contractors, and shall not be treated as having an employment, partnership, agency, joint venture or other similar relationship. Neither party has the authority to incur any obligation on the other party’s behalf.
- 16.2. Each party, or its subcontractors, as appropriate, is solely responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.
- 16.3. Each party understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers’ compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all workers’ compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.
- 16.4. Collection Site owner acknowledges that the Service Providers are independent third-party contractors and are not employees, partners, or agents of TCC. Neither party is liable for the acts or omissions of the Service Providers under this Agreement.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



17. ARTICLE 17 - DISPUTE RESOLUTION

- 17.1. Both parties shall, in good faith, attempt to negotiate resolutions to all disputes arising out of this Agreement.
- 17.2. Subject to the conditions and limitations of this Agreement, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of Connecticut, in accordance with the rules of the American Arbitration Association.
- 17.3. Parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
- 17.4. Each party hereto accepts the jurisdiction of the courts of the State of Connecticut for the purposes of enforcing an arbitration award pursuant to this Agreement. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent in accordance with Article 15, and such notice will have the same effect as if the party had been personally served within the State of Connecticut.
- 17.5. Any decision of an arbitrator engaged is final, binding, and enforceable upon both parties.
- 17.6. Parties shall continue to perform their respective obligations under this Agreement during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.
- 17.7. Each party hereto shall bear its own costs and expenses in connection with any arbitration. The cost of a single arbitrator shall be shared equally between the parties.

18. ARTICLE 18 – COMPLIANCE WITH LAW

- 18.1. Each party shall comply with all Laws applicable to this Agreement.
- 18.2. Collection Site Owner shall promptly notify TCC in writing upon discovery of any failure, or any allegation of any failure, of the Collection Site Owner or other persons or parties to comply with any applicable Laws relevant to the performance of Services or any requirement of this Agreement.
- 18.3. Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Laws.

19. ARTICLE 19 – SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION; RELEASES OF HAZARDOUS SUBSTANCES; EMERGENCY RESPONSE

- 19.1. Collection Site Owner shall place the greatest importance and priority on safety, health, and environmental protection during performance of the Services.
- 19.2. Collection Site Owner is responsible for safety, health, and environmental protection related to its performance of the Services and shall take appropriate, necessary measures to ensure it:

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



- a. provides and maintains safe, health-protective, and environmental-protective working areas at or in proximity to where the Services are performed, including adjacent areas;
 - b. protects and safeguards (i) all persons at or in proximity to the performance of Services, including those in adjacent areas, from risk of injury and danger to health, and (ii) all property and equipment from damage or loss;
 - c. complies with all applicable Laws governing the generation, handling, management, treatment, storage, transportation, or disposal of hazardous waste or Connecticut Regulated Wastes;
 - d. obtains and complies with all necessary licenses, permits, or similar authorization required by applicable Laws to perform the Services under this Agreement;
 - e. complies with all other applicable health, safety and environmental Laws, including the requirements of the U.S. Occupational Safety and Health Administration ("OSHA"), U.S. Environmental Protection Agency ("EPA"), delegated state programs authorized by OSHA and EPA, including the Connecticut Department of Energy & Environmental Protection and applicable Connecticut Program agencies.
- 19.3. Collection Site Owner shall not cause or allow the release of hazardous substances, hazardous wastes, hazardous materials, or Connecticut Regulated Waste into the environment as a result of or related to the performance of the Services under this Agreement.
- 19.4. In the event of any action or occurrence related to the performance of the Services which causes or threatens to cause a release of a hazardous substance, hazardous waste, hazardous material, or Connecticut Regulated Waste into the environment, the Collection Site shall immediately:
- i. take all appropriate action to prevent, abate, minimize, and cleanup such release in conformance with applicable Laws, including applicable cleanup standards. Collection Site Owner (and not TCC) is responsible for the costs of such action and any liability and damages of any type, including actual, incidental, consequential, and punitive damages, arising from any action or occurrence identified in this Article;
 - ii. make all such notifications required by applicable Laws to local, state, or federal entities, including but not limited to, notifications required by the Emergency Planning and Community Right-to-Know Act or CERCLA and any similar state Laws;
 - iii. notify TCC of the action or occurrence, the complete, ongoing and planned response actions of the Collection Site Owner, and confirmation of notifications made to governmental authorities, as noted above. The Collection Site Owner shall not delay the undertaking of appropriate action because of any inability to promptly notify TCC.

20. ARTICLE 20 – CONFIDENTIALITY/PUBLICITY

- 20.1. Collection Site Owner shall not disclose any details in connection with this Agreement to any person or entity, except as may be otherwise provided hereunder or required by law. However, in recognizing the Collection Site Owner's need to identify its services, TCC authorizes the Collection Site Owner to publicize its role in the Program subject to the following conditions:

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



- a. Collection Site Owner may develop and use publicity material regarding the Program only upon the prior written consent of TCC, which consent will not be unreasonably withheld; and
 - b. During the Term of the Agreement, the Collection Site Owner shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of TCC without the prior written consent of TCC, which consent will not be unreasonably withheld.
- 20.2. Collection Sites may be listed, referenced, or advertised as collection sites by TCC for the Program during the term of this Agreement.

21. ARTICLE 21 – MISCELLANEOUS PROVISIONS

- 21.1. No Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.
- 21.2. Selective Waiver. Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.
- 21.3. Entire Agreement. This Agreement and all Attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:
- a. Attachment A (“Scope of Work”);
 - b. Attachment B (“Collection Site Information”);
 - c. Attachment C (“The Cylinder Collective Program Covered Cylinders”);
 - d. Attachment D (“Non-Program Cylinders”).
- 21.4. **Amendment or Modification**. Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless agreed to in writing and signed by the respective duly authorized officers of the parties hereto.
- 21.5. **Governing Law/Venue**. This Agreement is executed and intended to be performed in the state of Connecticut, and the laws of that state shall govern its interpretation and effect. Any legal proceedings regarding this Agreement initially shall be brought before a court of jurisdiction prescribed by law in the State of Connecticut.

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



- 21.6. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.
- 21.7. **Calendar Days.** Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.
- 21.8. **No Third-Party Beneficiary.** This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.
- 21.9. **Authorization.** Collection Site Owner represents and warrants that the representative signing this Agreement on its behalf, has the authority to execute this Agreement on behalf of the Collection Site Owner and to bind it to its contractual obligations hereunder.
- 21.10. **Survival.** All continuing obligations, rights, and remedies of the parties under this Agreement will survive the expiration or termination of this Agreement, including without limitation, Articles 4, 8, 10-12, and 16-21.

The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program Collection Site(s) Services Agreement



ATTACHMENT A: SCOPE OF WORK

Collection Site Owner will provide the following Services for each Collection Site under the Agreement:

1. Collect Covered Pressurized Cylinders and place the Covered Pressurized Cylinders into Collection Containers, in a manner conducive to safe transportation, to be picked up by a Service Provider.
2. Notify TCC when a Collection Container is 75% full and ready for pick-up, but in any event, the Collection Site Owner shall store Covered Pressurized Cylinders for no longer than or in quantities greater than allowed under its CT DEEP permit and any other applicable Laws. TCC shall cause an approved Service Provider to pick up the Covered Pressurized Cylinders from the Collection Site at a schedule agreed upon by both parties.
3. Manage all Covered Pressurized Cylinders gathered through the Collection Sites only in the following ways and not dispose of Covered Pressurized Cylinders by any other method without the written approval of TCC
 - a) Packing them into Collection Containers in a manner conducive to safe transportation by Service Providers and in accordance with all applicable Laws;
 - b) Collection Site Owner shall maintain the following records:
 - i) for each pick-up of Covered Pressurized Cylinders by an Service Provider from a Collection Site, a Bill of Lading or equivalent shipping documentation specifying the following:
 - (1) The name, address, and telephone number of both the originating Collection Site and the Service Provider;
 - (2) The destination of the Covered Pressurized Cylinders;
 - (3) The quantity of Covered Pressurized Cylinders being transported;
 - (4) The date on which the Service Provider accepted the Covered Pressurized Cylinders from the originating location; and
 - (5) the signatures of both the Service Provider and a representative of the originating Collection Site.
 - ii) Records of any inspections required by Law.
 - c) Report to TCC any environmental or human health or safety incidents or concerns in addition to the reporting requirements within the time frame required by any permit or Law.
 - d) Maintain all other reporting information required by applicable permits or Law.
 - e) Keep records of employee training record, if required.
4. Be responsible:
 - a) for making day-to-day decisions regarding the Services, including the collection, identification, handling, sorting and packing of Covered Pressurized Cylinders, and the undertaking, managing, and supervising of those activities, where applicable
 - b) for managing, at the Collection Site's sole expense, all Non-Program Cylinders. TCC does not accept responsibility for any Non-Program Cylinders; and
 - c) for securing and locking the Collection Site at all times when the facilities are closed or not attended.
5. Not charge a fee to a Connecticut resident for Collection of Covered Pressurized Cylinders.
6. Not accept Covered Pressurized Cylinders from Connecticut businesses or residents from outside of Connecticut.
7. Perform the Services at each of the identified Collection Sites.

The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement



ATTACHMENT B: COLLECTION SITE INFORMATION

If multiple locations, complete one for each location

Collection Site Name Waterford Transfer Station
Primary Contact Name & Phone: Gary Schneider Public Works Director 860 444 5864
Email: gschneider@waterfordct.org
Secondary Contact Name & Phone: Tom McKittick 860 444 5864
Email: +mckittick@waterfordct.org
Collection Site Location (street/town) 1000 Hartford Road, Waterford CT 06385
Days/Times the facility is open: Mon, Tues, Thurs + Sat 7:30 AM to 3:30 pm
Days/Times the facility is available for picking up cylinders:
☒ Open hours only
☐ Additional times _____

Special instructions for collections:

None

Initially, all participating collection sites will be on an "on call" basis, please contact TCC or our service provider when your container is 75% full. Once a pickup frequency is established, TCC will work with your participating collection site(s) and our service provider to set a periodic pickup schedule as warranted.

Name which municipality or municipalities this Collection Site will this serve

Town of Waterford

Will any CT resident be allowed to use this drop off for gas cylinders?

No, Waterford residents only

Name of person completing the form: Atty Nicholas Kepple Date: 02/11/2020
Town Attorney

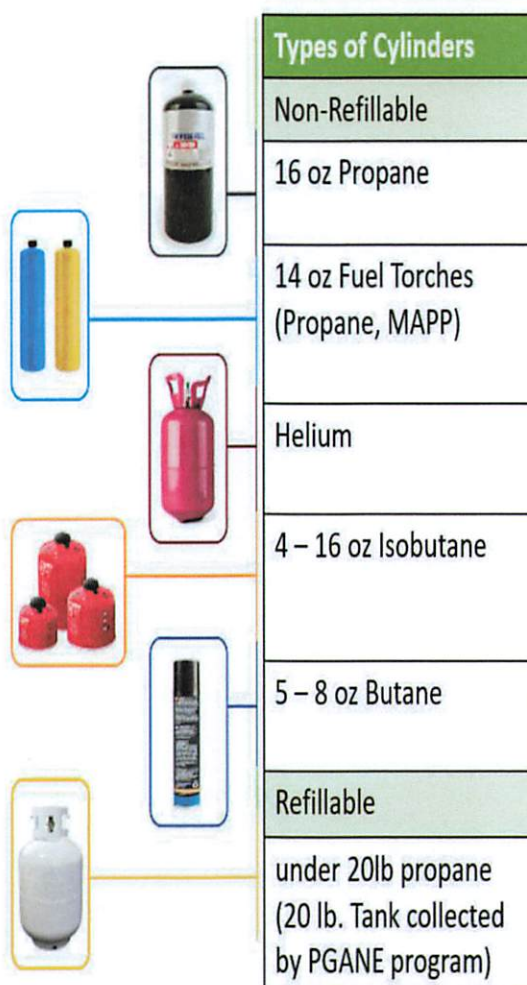
The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program Collection Site(s) Services Agreement



ATTACHMENT C: THE CYLINDER COLLECTIVE PROGRAM COVERED CYLINDERS

Program Covered Pressurized Cylinders:

- All refillable propane gas cylinders up to, but not including 20 lb. tanks supplied into Connecticut.
- All non-refillable propane, Isobutane, butane and helium cylinders (with a water capacity between 0.5 to under 50lbs) supplied into Connecticut.



**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



ATTACHMENT D: NON-PROGRAM CYLINDERS

Non-Program Cylinders:

- Cylinders that are supplied to industrial, commercial and institutional consumers.
- Pressurized Cylinders that contain oxygen, refrigerants, acetylene, hydrogen, ethylene and foam adhesives.
- Fire Extinguishers.
- Cylinders with a Water Capacity of under .5 lbs. or with a capacity of 50 lbs. and greater (20 lb. refillable propane tank has water capacity of 50 lbs.)

This list may be amended if new programs are approved by the Connecticut Department of Energy and Environmental Protection.

Other Stewardship Organizations in CT for Cylinders:

Propane Gas Association of New England (PGANE) –
20lb. propane tanks for BBQ grills
Gary Haines, 888-445-1075; gary@pgane.org
www.pgane.org/safetyandtraining/tankrecycling/

SodaStream – Sodastream Brand refillable CO2 cylinders
Roxanne Parker, 800-727-1835
sodastream.ordersusa@pepsico.com

**The Cylinder Collective Connecticut Pressurized Cylinder Recycling Program
Collection Site(s) Services Agreement**



ATTACHMENT E: Free access to NFPA 58 recommendations on storage of cylinders

[Free Access NFPA 58 Liquefied Petroleum Gas Code 2014 Edition](#)

Chapter 8 of NFPA 58 provides recommendations for the storage of cylinders awaiting use, resale or exchange. Not all recommendations will be pertinent to TCC collection sites, but the recommendations are good practices when applicable to specific collection site operations.

To access the document, you will likely need to create a new account by entering your email address at the link shown above and then enter the verification code sent to your email address. Complete the registration process which doesn't require too much information. If the NFPA link continues to show that it is processing, you may need to restart the "create account" process and it should proceed to the lengthy document.



#7a

Dear Ryan,

It is time for me to step down from the Waterford Recreation and Parks. I have enjoyed my time here and it is in good hands.

Respectfully,

A handwritten signature in black ink, appearing to read "Richard S. Erricson, Sr." with a stylized, cursive script.

Richard S. Erricson, Sr.

#7b

From: [JOHN JAMROGA](#)
To: [Shannon Withey](#)
Cc: [Audrey Ulmer](#)
Subject: Jamroga - Shellfish Commission Appointment Renewal
Date: Friday, January 30, 2026 5:48:29 AM
Attachments: [AMP+Masthead+-+current3.jpeg](#)

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

Good morning Shannon,

I'm writing to let you know that I am interested in renewing my appointment to the Shellfish Commission.

Please let me know if there anything else that you need for me to do.

Thanks,
John

Captain John A Jamroga FNI
Senior Pilot / Partner
3720 Dillon Street
Baltimore, MD
(c) 860-794-3215
(o) 410-342-6013
www.mdpilots.com





#7c

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

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
Attn: Shannon Whitney, First Selectman's Office

Re: Harbor Management Commission Membership

Dear Shannon,

My membership tenure is due to expire in February 17, 2026. I respectfully ask to renew my membership and position as chair for the Waterford Harbor Management Commission for another three (3) years.

Please let me know if there is anything else you would need to help me retain this position.

Sincerely,

John J. Hughes III, Chair
Waterford Harbor Management Commission



January 5, 2026

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

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385
Attn: Shannon Whitney, First Selectman's Office

Re: Harbor Management Commission Membership

Dear Shannon,

My membership tenure is due to expire on February 17, 2026. I respectfully ask to renew my membership and position as Co-Chair for the Waterford Harbor Management Commission for another three (3) years.

Please let me know if there is anything else you would need to help me retain this position.

Sincerely,

Joseph C. Butts, Jr., Co-Chair
Waterford Harbor Management Commission

7e

Shannon Withey

From: Robert Brule
Sent: Thursday, February 12, 2026 9:25 AM
To: Shannon Withey
Subject: Fwd: Conservation Commission Alternate Position

Hi Shannon,

Here is the Letter of Resignation from Avery for our agenda.

My regards,

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

PRIVILEGED AND CONFIDENTIAL: This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you're not the intended recipient, please notify the sender immediately by return email and delete this communication and destroy all copies.

Begin forwarded message:

From: Avery Holzworth <averyholzworth21@gmail.com>
Date: February 9, 2026 at 5:12:21 PM EST
To: Robert Brule <rbrule@waterfordct.org>, Maureen Fitzgerald <mfitzgerald@waterfordct.org>
Subject: Conservation Commission Alternate Position

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

Hi Rob and Maureen,

I hope you are both doing well. I wanted to formally notify you both that I will no longer be able to serve as an Alternate for the Commission, effective April 1st. Unfortunately, I am not able to

stay in Waterford long-term at this time. I am very grateful to you both for the opportunity and the warm welcome. Thank you again!

Best,
Avery Holzworth

#7f

Shannon Withey

From: Robert Brule
Sent: Thursday, February 12, 2026 9:45 AM
To: Shannon Withey
Subject: Fwd: Recreation and Parks Commission Opportunity

My regards,

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

PRIVILEGED AND CONFIDENTIAL: This communication, including attachments, is for the exclusive use of addressee and may contain proprietary, confidential or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination or distribution is strictly prohibited. If you're not the intended recipient, please notify the sender immediately by return email and delete this communication and destroy all copies.

Begin forwarded message:

From: Eric Benvenuti <ericbenvenuti98@gmail.com>
Date: February 6, 2026 at 6:16:23 PM EST
To: Robert Brule <rbrule@waterfordct.org>
Cc: dcampo@waterford.org
Subject: Recreation and Parks Commission Opportunity

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.

Dear Mr. Robert J. Brule and Waterford Board of Selectmen,

My name is Eric Benvenuti and I am interested in a position on the Recreation and Parks Commission within our town. I have been a lifelong resident and feel very strongly about continuing to find ways to maintain, improve, and bring our community together. Whether it be our youngest citizens or our seniors, I believe I have a perspective and background which would be beneficial to the commission.

As a 1994 graduate of Waterford High School, I grew up enjoying Waterford Beach, playing in the youth sports leagues, and swimming on a community wide swim team (YMCA of Southeastern Connecticut). After college, I chose to come back to live in Waterford as I started my career at Pfizer because of the community and opportunities departments like Recreation & Parks provide the town. Be it the Waterford Beach Concerts, the beach itself, Duck Pond, co-sponsored youth sports programs, or updating our parks like at Leary with the pickleball and basketball renovations. Waterford continues to move forward in a positive direction to serve the community, and I would like to be part of it moving forward and shaping a positive experience for future generations.

I have been fortunate to have had many opportunities to travel across the state, New England, and even the country as an athlete and as an athlete's parent. Getting to see other communities helps you realize what could be, as well as how extraordinary Waterford is. Having two children going through the schools and participating in activities within the town also has given me a perspective, vision, and appreciation for Waterford.

I am willing to have a conversation regarding any concerns or desire for more information about me and why I believe I would be an asset for the Recreation and Parks Commission. Below are a few quick facts regarding my professional endeavors as well as activities and volunteerism within the town.

- Married (Erica), 2 sons (Jake WHS '24, URI '28) Andrew (WHS '27)
- Waterford High School (1994)
- University of New Hampshire (1998, BS General Biology, Minor in Education and Microbiology)
 - Men's Swim Team 1994-1998 (Division I)
- Pfizer Inc. (1999-Present)
 - 20 years in a laboratory setting working across teams, managing budgets and projects, and novel research & development
 - ~7 years in Digital managing and implementing strategic projects on a global scale supporting scientists
 - Common aspects include requirements gathering, project ownership, project management, technical skills, vendor negotiations, team focused, leading strategic initiatives, responsible for project budgets (\$20,000-\$4,000,000)
- YMCA of Southeastern Connecticut Senior Swim Coach
 - 1998-2002
 - Primarily coached 12-18 year old athletes with a desire to qualify for national level competitions
- Waterford Little League
 - Manager and/or Assistant Coach Tee Ball (5 years old)-Majors (12 years old)
 - 2011-2021 (10 years)
 - Little League Board Secretary (2015)
 - Little League Board President (2016)
 - Set a five-year strategic plan and budget
 - Led the planning and installation of the Patterson Field light replacement project (2016)
 - Little League Fields and Grounds (2015-2021)
- Waterford Soccer Club
 - Head coach and/or Assistant Coach for U6-U15
 - Multiple teams/year when both children in WSC
 - 2011-2023 (13 years)
 - 2019 U-11 Boys Fall CT Cup Champion Head Coach

I look forward to having an opportunity to serve our community.

Eric Benvenuti

Eric Benvenuti
Ericbenvenuti98@gmail.com
+1-860-501-2706

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 22 11:01
ATTEST: *[Signature]*
TOWN CLERK

Dear Madam Moderator and Members of the Representative Town Meeting,

I write to offer my strong and sincere support for a fair adjustment to the compensation of our elected officials, specifically the Town Clerk and Tax Collector, who serve as full-time elected officials, and the Treasurer, two Registrars of Voters, and the two Selectmen, who serve in part-time elected capacities. These individuals serve in roles that are essential to the daily operation of our municipal government and to the trust, our residents place in Town Hall. It is important that the value we place on their service is consistent with the value we place on our town employees.

Every day these officials carry significant responsibility safeguarding public records, administering elections, collecting and protecting taxpayer dollars, and helping guide the policy direction of our community. I have witnessed firsthand their dedication, long hours, and unwavering commitment to the people of Waterford. Whether serving in a full-time or part-time capacity, their work is performed with a high level of competency, professionalism, and integrity that reflects the very best of public service. They consistently perform above and beyond all expectations and they do so with respect for one another and for the residents we all serve, regardless of party affiliation.

The Town Clerk and Tax Collector function in every respect as full-time municipal employees, interacting with the public daily, managing complex statutory and financial requirements, and carrying legal responsibilities that are critical to the operation of Town government. Likewise, the Treasurer, Registrars of Voters, and Selectmen, though part-time, fulfill duties that require extensive expertise, accountability, and availability well beyond what the title "part-time" might suggest. As the Town has made a commitment to value its workforce through appropriate wage adjustments, I believe it is only equitable that these elected officials—whose responsibilities parallel those of our municipal employees—receive increases that reflect the same level of respect and appreciation.

For that reason, I respectfully request that the Representative Town Meeting refer this matter to the appropriate committee to discuss the merits and practicality of this recommendation. A thoughtful committee review will allow for an open, transparent evaluation of the responsibilities carried by these elected officials, the comparability with municipal employee increases, and the long-term benefit to the Town of maintaining a fair and consistent compensation structure.

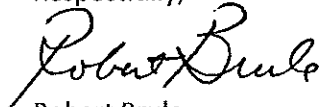
I do want to note, for clarity, that I am not including the First Selectman in this request. By leaving the First Selectman out of this conversation, we can ensure that "politics" does not creep into the decision and become a reason to avoid supporting a more fair and consistent pay increase scale and for these dedicated officials. My intent is to ensure that they are not placed in a position where they receive half of

the increase provided annually to all other town employees, despite the critical nature of the work they perform.

Waterford is fortunate to have such capable and dedicated individuals in these roles. Supporting reasonable increases is not simply about compensation; it is about acknowledging the importance of their work, retaining experienced leadership, and reinforcing the message that this community values those who serve it.

Thank you for your thoughtful consideration of this matter and for your continued commitment to supporting the people who serve the Town of Waterford.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert Brule". The signature is fluid and cursive, with the first name "Robert" and last name "Brule" clearly distinguishable.

Robert Brule

First Selectman

Town of Waterford

CC: David Campo, Town Clerk

Glenn Patterson, Chairman, Board of Finance

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

To the Board of Selectmen:

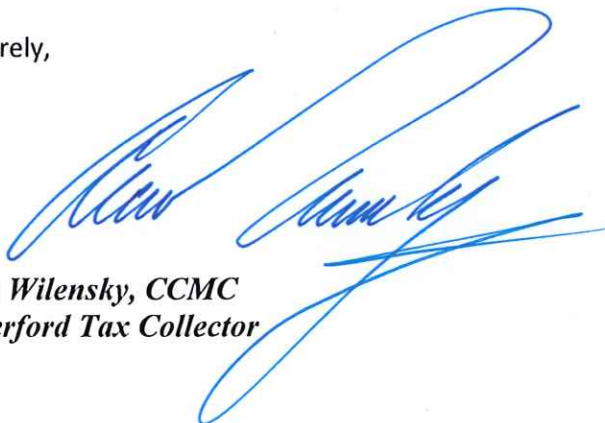
As requested, here is the five-year history of the Quality Data Systems (QDS) expense. The dominant driver of the increase over the last 5 years has been the dramatic rise in the postage rates. The postage amount over the last 5 years has risen from \$10,383 to \$15,331, an increase of 47%.

The other variable is the number of bills within the 3 categories of tax bills. While not a tremendous variation, it is the number of bills that determines the rest of the expenses.

I had the opportunity to reach out to the Town of East Lyme to inquire about their billing expenses as they utilize Gemini, the other major tax software company and East Lyme is an equivalent size municipality to Waterford. East Lyme's overall expenses are functionally disparate as Gemini provides software for the Assessor, Tax Collector, and Water and Sewer. The Tax Office takes on a percentage of the overall cost of the package. Their percentage of the cost is \$13,865; that figure, however, does not include all of the expenses of the department. That figure is only the software expense. East Lyme contracts with a secondary company to provide billing and printing services at an additional cost of approximately \$10,000 and the First Selectman's office covers the cost of postage. Assuming that East Lyme has a similar billing profile as Waterford, that would add a similar postage amount of \$10,000-\$12,000 making a total of approximately \$33,000.

With this information, it seems that the utilization of Quality Data Systems (QDS) is the better choice for Waterford. In addition, even if there was a modest cost savings, the disruption to the Tax Office and the re-education of the staff would be a detriment to the Tax Office, the integration with the Assessor's Office, and to the inter-office functionality of the Town Hall.

Sincerely,



Alan Wilensky, CCMC
Waterford Tax Collector

Covers the following	FY 2026	FY 2025	FY 2024	FY 2023	FY 2022
QDS:					
Setup Charge	\$120.00	\$115.00	\$110.25	\$105.00	\$100.00
June Real Estate Billing	\$1,463.00	\$1,375.00	\$1,272.00	\$1,213.17	\$1,111.80
June Motor Vehicle Bills	\$3,564.40	\$3,350.00	\$2,232.00	\$2,128.77	\$2,517.90
June Personal Property Bills	\$332.50	\$312.50	\$288.00	\$274.68	\$250.70
June CASI & NCOA	\$90.00	\$85.00	\$82.69	\$78.75	\$75.00
June Mailing Costs	\$2,619.50	\$2,518.75	\$1,916.22	\$1,824.90	\$1,958.00
June QNest	\$475.00	\$450.00	\$441.00	\$420.00	\$400.00
June EZ-Track USPS Tracking System	\$125.00	\$125.00	\$110.25	\$105.00	\$100.00
June Mailing Envelopes, Preprinted	\$1,007.50	\$906.75	\$609.72	\$580.65	\$623.00
June Return Envelopes, Preprinted	\$1,057.88	\$957.13	\$679.40	\$647.01	\$694.20
June First Class Postage	\$11,284.00	\$10,075.00	\$7,110.00	\$6,801.90	\$7,298.00
June Insert (Brochure)	\$2,418.00	\$2,115.75	\$1,532.92	\$1,459.92	\$1,566.40
December CASI & NCOA	\$90.00	\$85.00	\$82.69	\$78.75	\$75.00
December Motor Vehicle Supp	\$331.50	\$637.50	\$540.00	\$259.88	\$302.50
December Mailing Costs	\$678.30	\$318.75	\$272.88	\$515.03	\$599.50
December EZ-Track USPS Tracking	\$60.00	\$60.00	\$55.00	\$52.50	\$50.00
December Mailing Envelopes	\$127.50	\$114.75	\$86.83	\$82.69	\$96.25
December Return Envelopes	\$133.88	\$121.13	\$96.75	\$92.14	\$107.25
December First Class Postage	\$1,428.00	\$1,275.00	\$1,237.50	\$1,183.88	\$1,127.50
December Insert (Brochure)	\$133.88	\$126.23	\$102.20	\$97.34	\$113.30
Final Posted Rate Books	\$1,764.00	\$1,764.00	\$1,764.00	\$1,680.00	\$1,600.00
Binding Final Posted Rate Books	\$270.00	\$255.00	\$248.06	\$236.25	\$225.00
Total	\$29,573.84	\$27,143.24	\$20,870.36	\$19,918.21	\$20,991.30

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

#11b

MINUTES
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, January 20, 2026
5:00 PM
Waterford Town Hall (Auditorium)

RECEIVED FOR RECORD
WATERFORD, CT
2026 JAN 22 1 A 8 58
ATTEST: *[Signature]*
TOWN CLERK

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

1. Call to Order & Roll Call: 5:00 PM

In Attendance: First Selectman, Robert Brule; Selectman, Rich Muckle; and Selectman, Greg Attanasio

2. Pledge of Allegiance

3. Public Comment:

Anne Darling, Thank you to BOS

Sue Driscoll, BOS Budget and Shellfish Commission with handout

MOTION by Muckle, seconded by Attanasio to move Appointments & Resignations to the 1st item of discussion. VOTE 3-0

4. Appointments & Resignations:

4a. To consider and act on the appointment of Gina Rubin, (U) to the Economic Development Commission, to fill the term of 9/1/26-8/31/30 as a member, filling a vacant spot.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

4b. To consider and act on the appointment of Anne Darling (R) to the Waterford Shellfish Commission, to fill the term of 1/6/26-1/5/30 as a member, taking over for Ryan Healy.

MOTION by Muckle, seconded by Attanasio to amend and change to read "To consider and act on the appointment of Anne Darling (R) to the Waterford Shellfish Commission, to fill the remainder of the term 1/6/25-1/2/29 as a member, in order to correct the term dates to comply with the ordinance schedule." VOTE 3-0

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

4c. To consider and act on the appointment of Anne Darling (R) to the Flood and Erosion Control Board, to fill the term of 3/1/25-2/28/30 as a member, filling a vacant spot.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

5. **Police Department:** To consider and act on the following request for a FY26 Out-of-Series Transfer from Marc Balestracci, Chief of Police, in the amount of \$20,000 to cover fuel costs until the end of the fiscal year, replacement of items that reached the end of their lifecycle and cost increases on ammunition and ballistic protection and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

6. **Police Department:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of Marc Balestracci, Chief of Police, for surplus disposal of Asset #101886, a 2020 Chevrolet Tahoe, VIN # GNSKDEC3LR376340, Car 1, Mileage 129,930, Engine Hours 15,610; Asset #101505, a 2017 Chevrolet Silverado, VIN #3GCUKNEC4HG276068, Car 15, Mileage 82,673, Engine Hours 6,855, as these vehicles have been temporarily reassigned to Public Works and Asset #101275, a 2014 Chevrolet Caprice, VIN #6G3NS5R34EL958190, Car 29, Mileage 126,610, Engine Hours 5,037, will be sold via GovDeals Auction.

MOTION by Muckle, seconded by Attanasio to revise and remove Car 1 and Car 15 as they were on the last Agenda – cross over in the backup. VOTE 3-0

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

7. **Board of Selectmen** - To consider and act on the Board of Selectmen tentative FY27 budget request in the amount of \$207,470.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

8. **New Business:** NONE

9. **Old Business:** NONE

10. **Correspondence:**

10a. Safe Futures – Thank you letter

11. **Consent Agenda**

11a. Tax Refund: To approve and act on repayment of tax refund in the amount of \$6,507.39

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

11b. Board of Selectmen Regular Meeting Minutes January 6, 2026

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

12.Adjournment: 6:05 PM

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED



**THE BOARD OF SELECTMEN SPECIAL BUDGET MEETING
MINUTES**

Tuesday, February 3, 2026

4:00 PM

Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2026 FEB - 5 | A 8:50
ATTESTED
TOWN CLERK

PROCEDURE: The Board of Selectmen will hear budget requests in accordance with the below agenda for the Budget meeting, which begins at 4:00pm:

The Board of Selectmen to consider and act on the following proposed budgets and at the appropriate time forward to the Board of Finance for its consideration of and action on the FY27 Budgets:

- A. **Call to Order & Roll Call:** 4:03 PM
- B. **Pledge of Allegiance**
- C. **Public Comment:** NONE
- D. **Consider and act on the following budget requests:**

Standing Motion: was made by Selectman, Rich Muckle and seconded by Selectman, Greg Attanasio to tentatively approve the budget requests for FY27.

- 1. **Tax Collector** - To consider and act on the proposed FY27 Tax Collector budget request in the amount of \$233,609.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$233,609. VOTE 3-0

- 2. **Assessor** - To consider and act on the proposed FY27 Assessor budget request in the amount of \$351,260.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$351,260. VOTE 3-0

- 3. **Board of Assessment Appeals** - To consider and act on the proposed FY27 Board of Assessment Appeals budget request in the amount of \$5,693.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$5,693. VOTE 3-0

4. **Human Resources Department** - To consider and act on the proposed FY27 Human Resources Department budget request in the amount of \$256,477.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$256,477. VOTE 3-0

5. **Registrars of Voters** – To consider and act on the proposed FY27 Registrars of Voters budget request in the amount of \$119,293.

MOTION by Muckle, seconded by Attanasio to move #6 Registrars of Voters up to #5 on the Agenda. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to amend the requested budget amount from \$119,293 to \$126,410. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$126,410. VOTE 3-0

6. **Legal Department**- To consider and act on the proposed FY27 Legal Department budget request in the amount of \$295,000.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$295,000. VOTE 3-0

7. **Board of Selectmen** - To consider and act on the proposed FY27 Board of Selectmen budget request in the amount of \$207,470.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$207,470. VOTE 3-0

E. Recess: 5:44 PM

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



#11d

PHONE: 860-422-0553
www.waterfordct.org

2025 FEB 10 PM 3:53

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WATERFORD, CT

THE BOARD OF SELECTMEN SPECIAL BUDGET MEETING MINUTES

Wednesday, February 4, 2026

4:00 PM

Waterford Town Hall

PROCEDURE: The Board of Selectmen will hear budget requests in accordance with the below agenda for the Budget meeting, which begins at 4:00pm:

The Board of Selectmen to consider and act on the following proposed budgets and at the appropriate time forward to the Board of Finance for its consideration of and action on the FY27 Budgets:

A. Call to Order & Roll Call: 4:06 PM

In Attendance: First Selectman, Robert Brule; Selectman, Rich Muckle

Late: Selectman, Greg Attanasio, 4:05 PM

B. Pledge of Allegiance

C. Public Comment: NONE

D. Consider and act on the following budget requests:

Standing Motion: was made by Selectman, Rich Muckle and seconded by Selectman, Greg Attanasio to tentatively approve the budget requests for FY27.

1. **Social Service Grants** – To consider and act on the proposed FY27 Social Service Grants budget request in the amount of \$122,825.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$122,825. VOTE 3-0

2. **Public Health & Nursing Services (VNA)** - To consider and act on the proposed FY27 Public Health & Nursing Services (VNA) budget request in the amount of \$17,280.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$17,820. VOTE 3-0

3. **Conservation of Health (Ledge Light Health District)** – To consider and act on the proposed FY27 Conservation of Health (Ledge Light Health District) budget request in the amount of \$160,368.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$160,368. VOTE 3-0

4. **Waterford Public Library** – To consider and act on the proposed FY27 Waterford Public Library budget request in the amount of \$1,045,991.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,045,991. VOTE 3-0

5. **Youth & Family Services** – To consider and act on the proposed FY27 Youth & Family Services budget request in the amount of \$292,078.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$292,078. VOTE 3-0

6. **Senior Citizens Commission** – To consider and act on the proposed FY27 Senior Citizens Commission budget request in the amount of \$528,682.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$528,682. VOTE 3-0

7. **Emergency Management** – To consider and act on the proposed FY27 Emergency Management budget request in the amount of \$1,270,180.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,270,180. VOTE 3-0

8. **Police Department**– To consider and act on the proposed FY27 Police Department budget request in the amount of \$7,321,043.

MOTION by Attanasio, seconded by Brule for discussion to reduce the amount proposed for the Flock cameras by \$12,000.

VOTE 1-2 MOTION FAILED

For: Attanasio

Against: Muckle, Brule

MOTION by Muckle, seconded by Attanasio to reduce the amount proposed for fuel by \$13,919 changing this portion of the budget request to the amount of \$7,307,124. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$7,307,124. VOTE 3-0

9. Information Technology – To consider and act on the proposed FY27 Information Technology budget request in the amount of \$1,380,069.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,380,069. VOTE 3-0

10. Contingency – To consider and act on the proposed FY27 Contingency budget request in the amount of \$285,000.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$285,000. VOTE 3-0

11. Board of Finance – To consider and act on the proposed FY27 Board of Finance budget request in the amount of \$86,406.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$86,406. VOTE 3-0

12. Representative Town Meeting – To consider and act on the proposed FY27 Representative Town Meeting budget request in the amount of \$17,802.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$17,802. VOTE 3-0

13. Town Clerk – To consider and act on the proposed FY27 Town Clerk budget request in the amount of \$271,688.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$271,688. VOTE 3-0

E. Recess: 6:44 PM

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



#11e

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

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WATERFORD, CT
2026 FEB 11 PM 3:00
TOWN CLERK

**THE BOARD OF SELECTMEN SPECIAL BUDGET MEETING
MINUTES**

Thursday, February 5, 2026

4:00 PM

Waterford Town Hall

PROCEDURE: The Board of Selectmen will hear budget requests in accordance with the below agenda for the Budget meeting, which begins at 4:00pm:

The Board of Selectmen to consider and act on the following proposed budgets and at the appropriate time forward to the Board of Finance for its consideration of and action on the FY27 Budgets:

A. Call to Order & Roll Call: 4:01 PM

In Attendance: First Selectman, Robert Brule; Selectman, Rich Muckle; and Selectman, Greg Attanasio, 4:05 PM

B. Pledge of Allegiance

C. Public Comment: Michael Buscetto – looking for clarity why Selectman Attanasio voted against him for participating in Youth Services.

D. Consider and act on the following budget requests:

Standing Motion: was made by Selectman, Rich Muckle and seconded by Selectman, Greg Attanasio to tentatively approve the budget requests for FY27.

- 1. Ethics Commission-** To consider and act on the proposed FY27 Ethics Commission budget request in the amount of \$900.

MOTION by Muckle, seconded by Attanasio to move #2 Ethics up to #1 on the Agenda. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$900. VOTE 3-0

- 2. Zoning Board of Appeals -** To consider and act on the proposed FY27 Zoning Board of Appeals budget request in the amount of \$4,310.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$4,310. VOTE 3-0

3. **Flood and Erosion Control Board** - To consider and act on the proposed FY27 Flood and Erosion Control Board budget request in the amount of \$1,104.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,104. VOTE 3-0

4. **Planning & Zoning** - To consider and act on the proposed FY27 Planning & Zoning Budget request in the amount of \$699,654.

MOTION by Attanasio, seconded by Muckle for discussion to increase the amount proposed to add a full-time position by \$60,000.

VOTE 1-2 MOTION FAILED

For: Attanasio

Against: Muckle, Brule

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$699,654. VOTE 3-0

5. **Conservation Commission** - To consider and act on the proposed FY27 Conservation Commission budget request in the amount of \$18,250.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$18,250. VOTE 3-0

6. **Economic Development Commission** - To consider and act on the proposed FY27 Economic Development Commission budget request in the amount of \$25,407.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$25,407. VOTE 3-0

E. Recess: 4:40 PM

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
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**THE BOARD OF SELECTMEN SPECIAL BUDGET MEETING
MINUTES**

Monday, February 9, 2026

4:00 PM

Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2026 FEB 11 PM 3:00
TOWN CLERK

PROCEDURE: The Board of Selectmen will hear budget requests in accordance with the below agenda for the Budget meeting, which begins at 4:00pm:

The Board of Selectmen to consider and act on the following proposed budgets and at the appropriate time forward to the Board of Finance for its consideration of and action on the FY27 Budgets:

A. Call to Order & Roll Call: 4:02 PM

In Attendance: First Selectman, Robert Brule and Selectman, Rich Muckle

Late: Selectman, Greg Attanasio, 4:01 PM

B. Pledge of Allegiance

C. Public Comment: NONE

D. Consider and act on the following budget requests:

Standing Motion: was made by Selectman, Rich Muckle and seconded by Selectman, Greg Attanasio to tentatively approve the budget requests for FY27.

1. **Recreation & Parks Commission** - To consider and act on the proposed FY27 Recreation & Parks Commission budget request in the amount of \$1,608,405.

MOTION by Attanasio to increase the amount proposed to add a full-time Maintainer II by \$60,000. No Second, **MOTION FAILED**

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,608,405. **VOTE 3-0**

2. **Public Works Department** - To consider and act on the proposed FY27 Public Works Department budget request in the amount of \$5,312,218.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total

budget request in the amount of \$5,312,218. VOTE 3-0

3. Building Maintenance - To consider and act on the proposed FY27 Building Maintenance budget request in the amount of \$1,217,876.
MOTION by Muckle, seconded by Attanasio to move #4 Building Maintenance up to #3 on the Agenda. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$1,217,876. VOTE 3-0

4. Building Department - To consider and act on the proposed FY27 Building Department budget request in the amount of \$355,537.
MOTION by Muckle, seconded by Attanasio to move #5 Building Department up to #4 on the Agenda. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$355,537. VOTE 3-0

5. Fire Services - To consider and act on the proposed FY27 Fire Services budget request in the amount of \$4,345,218.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$4,345,218. VOTE 3-0

6. Finance Department - To consider and act on the proposed FY27 Finance Department budget request in the amount of \$805,507.
MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$805,507. VOTE 3-0

E. Recess: 7:19 PM

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
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#11g

**THE BOARD OF SELECTMEN SPECIAL BUDGET MEETING
MINUTES**

Tuesday, February 10, 2026

4:00 PM

Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2026 FEB 12 PM 10:58
TOWN CLERK

PROCEDURE: The Board of Selectmen will hear budget requests in accordance with the below agenda for the Budget meeting, which begins at 4:00pm:

The Board of Selectmen to consider and act on the following proposed budgets and at the appropriate time forward to the Board of Finance for its consideration of and action on the FY27 Budgets:

A. Call to Order & Roll Call: 4:07 PM

In Attendance: First Selectman Robert Brule and Selectmen Rich Muckle and Greg Attanasio

B. Pledge of Allegiance

C. Public Comment: Glenn Patterson, looking for clarification prior to E3 ratification on February 10, 2026 Agenda.

D. Consider and act on the following budget requests:

Standing Motion: was made by Selectman Rich Muckle and seconded by Selectman Greg Attanasio to tentatively approve the budget requests for FY27.

- 1. Insurance** - To consider and act on the proposed FY27 Insurance budget request in the amount of \$5,947,106.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$5,947,106. VOTE 3-0

- 2. Retirement Commission** - To consider and act on the proposed FY27 Retirement Commission budget request in the amount of \$8,301,874.

MOTION by Muckle, seconded by Attanasio to reduce the amount proposed for line item 51940 by \$6,351 changing this portion of the budget request to the amount of \$5,301,312. VOTE 3-0

MOTION by Brule, seconded by Muckle to reduce the amount proposed for line item 51940, pension contributions, in the amount of \$250,000 and line item 51949, OPEB, in the amount of \$750,000 for a total of a \$1,000,000 reduction with a new total of \$7,295,523.

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$7,295,523.

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

3. **Debt Service** – To consider and act on the proposed FY27 Debt Service budget request in the amount of \$7,922,996.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$7,922,996. VOTE 3-0

4. **Current Year Capital (CIP)** - To consider and act on the proposed FY27 Current Year Capital budget request in the amount of \$3,699,490.

MOTION by Attanasio, seconded by Muckle for discussion to reduce the amount proposed for the amphitheater by \$30,000 for Recreation and Parks.

VOTE 1-2 MOTION FAILED

For: Attanasio

Against: Muckle, Brule

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$3,699,490.

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

5. **Transfer to Capital Non-Recurring (CNR)** - To consider and act on the proposed FY27 Transfer to Capital Non-Recurring budget request in the amount of \$816,971.

MOTION by Muckle, seconded by Attanasio to tentatively approve a total budget request in the amount of \$816,971.

VOTE 2-1

For: Muckle, Brule
Against: Attanasio

FINAL ACTION:

PROCEDURE: The Board of Selectmen to finalize FY27 Budgets listed on the attached schedule entitled "Board of Selectmen, FY27 Budget" – To Be finalized on 2/10/26 and forwarded to the Board of Finance for their consideration and action on the FY27 Budgets.

MOTION by Muckle, seconded by Attanasio to not read each departmental summary. VOTE 3-0

6. **Total General Government Operations** – To consider and act on the proposed FY27 Total General Government Operations budget request in the amount of \$42,159,310.

MOTION by Attanasio, seconded by Muckle to amend the total proposed General Government Operations budget request in the amount of \$41,898,427. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to approve a total budget request in the amount of \$41,898,427.

VOTE 2-1

For: Muckle, Brule
Against: Attanasio

7. **Total Capital and Debt Service** – To consider and act on the proposed FY27 Total Capital and Debt Service budget request in the amount of \$12,409,457.

MOTION by Muckle, seconded by Attanasio to approve a total budget request in the amount of \$12,409,457.

VOTE 2-1

For: Muckle, Brule
Against: Attanasio

8. **Total Town (Operating, Capital, Debt) Budget** – To consider and act on the proposed FY27 Total Town (Operating, Capital, Debt) Budget request in the amount of \$54,568,767.

MOTION by Attanasio, seconded by Muckle to amend the total proposed General Government Operations budget request in the amount of \$54,307,884. VOTE 3-0

MOTION by Muckle, seconded by Attanasio to approve a total budget request in the amount of \$54,307,884.

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

E. Capital Improvement Plan FY27

1. To approve that The Board of Selectmen shall be the requesting agency through which projects submitted under Transfers to Capital Non-recurring Expenditure Fund, shall begin the appropriations process. The Board of Selectmen hereby authorizes the First Selectman to act on their behalf by forwarding his recommendations to the Board of Finance and RTM.

MOTION by Muckle, seconded by Attanasio

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

2. To approve that The First Selectmen on behalf of the Board of Selectmen shall request the Board of Finance and RTM not to act on any appropriations from any funds designated in the Transfers to Capital Non-recurring expenditure Fund (CNR) unless it has been reviewed by the First Selectman for consistency with the Capital Improvement Plan as ratified.

MOTION by Attanasio, seconded by Muckle to amend the above paragraph to read "To authorize a request from the Board of Selectmen to the Board of Finance and RTM that, when considering any appropriation from any funds designated in the transfers to the Capital Non-recurring expenditure Fund (CNR), the Board of Finance and RTM will consider and be informed by the First Selectman's charter responsibilities (per section 3.2.3) for implementation of the Capital Improvement Plan (CIP). The Board of Selectman further requests the First Selectman be afforded an opportunity to review and comment on any such appropriation by the Board of Finance and RTM for its consistency with the CIP." VOTE 3-0

MOTION by Muckle, seconded by Attanasio to accept the amended paragraph
VOTE 3-0

3. **Ratification of the FY27 Five-Year Capital Improvement Plan:** To consider and act to ratify the First Selectman's Five-Year Capital Improvement Plan, in accordance with Section 3.2.3 (c) of the Town Charter for the fiscal years 2027-2031.

MOTION by Muckle, seconded by Attanasio for ratification of the FY27 Five-Year Capital Improvement Plan.

VOTE 2-1

For: Muckle, Brule

Against: Attanasio

F. Adjourn: 6:04 PM