

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

**AGENDA**  
**REPRESENTATIVE TOWN MEETING**  
**REGULAR MEETING, Monday, October 4, 2021**  
**7:00pm – Waterford Town Hall**

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 22 AM 11:09  
TOWN CLERK  
*Donna L. Lopez*

- A. Pledge of Allegiance to the Flag
- B. Roll Call
- C. To consider and act upon the minutes of the August 2, 2021 Regular Meeting and the August 19, 2021 Special Meeting.
- D. Correspondence
- E. Public Comment
- F. Committee reports and referrals
- G. Appointee and Liaison updates
- H. Transaction of Business on the Call:
  - 1. To consider and act upon a recommendation from the Board of Finance to approve a transfer in the amount of **\$3,000** from account **33022-55887 Rope Ferry Road Sidewalks** to account **20511-57856 Jordan Village Sidewalks**.
  - 2. To consider and act upon a recommendation from the Board of Finance to approve a transfer in the amount of **\$45,000** from account **32320-55847 Cohanzie Fire Roof Replacement** to **32322-55847 Cohanzie Fire Roof Replacement** and then close account **32320-55847**.
  - 3. To consider and act upon a recommendation from the Board of Finance the merging of two lines in our Capital Non-Recurring (CNR) designated, under Hydraulic Equipment **20523-57826** and **Line 20523-57837** into **20523-57826** by transferring **\$150,000** designated funds from **20523-57837** to **20523-57826** designated, then close line **20523-57837**.
  - 4. To consider and act upon a recommendation from the Board of Selectmen to approve an agreement entitled "New London/Waterford/East Lyme Wastewater Collection, Conveyance, and Treatment Agreement" and authorize the First Selectman to sign said agreement on behalf of the Town of Waterford, subject to the approval of the Town Attorney as to form.
- I. New Business
- J. Adjournment

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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C

MINUTES  
REPRESENTATIVE TOWN MEETING  
Regular Meeting  
Waterford Town Hall  
August 2, 2021

RTM Moderator Thomas Dembek called the August 2, 2021 Regular Meeting of the Representative Town Meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT: Greg Attanasio, Michael Bono, Jennifer Bracciale, April Cairns, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Timothy Fioravanti, Miriam Furey-Wagner, Nick Gauthier, Paul Goldstein, Kathleen Kohl, David Lersch, Valerie Metivier, Richard Muckle, Liam O'Leary, Theodore Olynciw, Dan Radin, Robert Swansen, Baird Welch-Collins.

ABSENT: Steve Eici, Richard Morgan, Michael Rocchetti, Danielle Steward-Gelinas.

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule; Selectman Elizabeth Sabilia; Chair of the Board of Finance Ronald R. Fedor.

EX-OFFICIO MEMBERS ABSENT: Selectwoman Jody Nazarchyk; Chair of the Board of Education Craig Merriman.

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Robert Avena.

AGENDA ITEM C – June 7, 2021 Minutes

MOTION by Goldstein, seconded by Welch-Collins, to accept the minutes from the June 7, 2021 Regular Meeting with the following addition: Include the letter as an attachment under Correspondence from the Waterford Historical Society. (See Attachment)

VOTING IN FAVOR: Unanimous with one member abstaining. (Cairns)

CORRESPONDENCE

None

PUBLIC COMMENT:

None

AGENDA ITEM F

None

AGENDA ITEM G – RTM Member Thomas Dembek updated the body on the progress of the Waterford Municipal Complex.

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 AUG -4 AM 9:28  
David L. Campo  
TOWN CLERK

CALL ITEM 1 – Utility Commission Status and Update.

PRESENTATION: Utility Commission Director Tali Soto and Town Attorney Nicholas Keeple.

Focus of update was on the Tri-Town Agreement between East Lyme, Waterford and New London that is scheduled to appear in front of the RTM at the October Meeting. The agreement will cover the treatment of wastewater, how facilities and costs will be shared, and include a term of twenty years with a ten year option. A question and answer session concluded the presentation.

CALL ITEM 2 – American Rescue Plan Resolution

PRESENTATION: First Selectman Robert Brule, Town Attorney Robert Avena, Finance Director Kimberly Allen.

MOTION by Welch-Collins, seconded by Driscoll, to approve a resolution to authorize the First Selectman to expend funds received from Federal and State sources under the ARPA, when such funds will not incur additional financial obligations to the Town and to account for said funds under a designated Special Revenues Fund.

Discussion ensued. A planned expenditures report was presented. (See Attachment)

MOTION by Driscoll, seconded by Welch-Collins, to amend the motion by adding the following: The Finance Department shall provide the Board of Selectmen, the Board of Finance, and the Representative Town Meeting with quarterly reports on the status of revenue and expenditures from the Special Revenue Fund.

VOTING IN FAVOR TO AMEND: Unanimous

VOTING IN FAVOR: Unanimous with one member abstaining. (Attanasio)

CALL ITEM 3 – Police Commission

MOTION by Bono, seconded by Goldstein, to appoint Mark Gelinis to the Waterford Police Commission. (Term 08/02/2021 – 08/04/2025)

MOTION by Welch-Collins, seconded by Attanasio, to appoint Tony Sheridan to the Waterford Police Commission. (Term 08/02/2021 – 08/04/2025)

VOTING IN FAVOR: Unanimous

CALL ITEM 4: Fire Services Review Special Committee

MOTION by Bracciale, seconded by Goldstein, to appoint Richard Muckle to the Fire Services Special Review Committee.

MOTION by Gauthier, seconded by Welch-Collins, to appoint Greg Attanasio to the Fire Services Special Review Committee.

VOTING IN FAVOR: Unanimous

CALL ITEM 5: Executive Session

MOTION by Goldstein, seconded by Welch-Collins, that the RTM, along with First Selectman Robert Brule, Director of Fire Service Michael Howley, Interim Director of Human Resources Christine Walters, Director of Finance Kim Allen, Town Labor Counsel Eileen Duggan go into executive session for the purpose of discussing strategy and/or negotiations with respect to collective bargaining with the Fire unit. This action is taken without prejudice to the Town's right to discuss these matters in a private meeting pursuant to Connecticut General Statutes §1-200 (2) at 8:39 P.M.

RTM Member Robert Swansen excused himself from executive session as a full-time Waterford Firefighter.

VOTING IN FAVOR: Unanimous

MOTION by Bono, seconded by Welch-Collins to come out of executive session at 9:30 P.M. with no action taken.

VOTING IN FAVOR: Unanimous

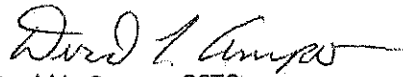
NEW BUSINESS

None

MOTION by Welch-Collins, seconded by Bono, to adjourn at 9:33 P.M.

VOTING IN FAVOR: Unanimous

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "David L. Campo".

David L. Campo, CCTC  
Waterford Town Clerk

TO: First Selectman Robert Brule, Town of Waterford  
FROM: Kristen Widham, President, Waterford Historical Society, Inc.  
DATE: 28 May 2021  
RE: Proposed Amendment to Sell/Serve Beer and Wine on Jordan Green

2021 MAY 28 PM 3:19

After consulting with several active members and Board members of the Waterford Historical Society, Inc., I am presenting you with our thoughts in advance of this proposed amendment being voted upon by the RTM on June 8, 2021. In short, we hope that it will be returned to committee for further study.

**Town of Waterford: Proposed Amendment of 12.08.040 "Alcoholic Beverages"**  
**Amending 2-6-17(2): Prior code Sec. 13-19**

1/ Buildings owned by the Waterford Historical Society, Inc. legally were placed decades ago on Jordan Green, owned by the Town of Waterford. We must insure and protect the interior and exterior of our buildings and other items owned by us on Jordan Green. Many of our activities occur here. So, we have concerns about the proposed amendment.

2/ Our organization was never involved in developing this amendment. The Town never sent us a draft of the amendment. It was purely circumstantial that we recently were sent a copy of it to consider. We wonder why we were excluded, since this amendment would greatly affect us.

3/ The Jordan Green map does not include our Society's forge/smithy buildings. Please include all our buildings in the map.

4/ As we understand the Nevins bequest, the Jordan Green general area should be used for public recreation. Did they include recreational alcohol use?

5/ If the Town is choosing to allow a licensed vendor to sell/serve alcohol there, who will monitor the availability of alcohol for minors? Will minors be allowed at Jordan Green while any event providing alcohol is occurring? An attorney has counseled us that opportunities for young people to consume must be carefully regulated. Criminal offenses will apply to anyone providing alcohol to an under-aged person.

6/ The O'Neill Theater Center cannot be a vendor away from its described campus. The law created more than 50 years ago for theaters in Connecticut to have a licensed vendor requires that alcohol can be sold or served only on site.

7/ The Waterford Historical Society, Inc. will never sell or serve alcohol within its buildings, which contain many historic items.

8/ Our Society conducts many events in a typical year, so its scheduled events should be considered prior to the Board of Selectmen booking any other event near its buildings. Jordan Green has very limited parking, so parking would be a constraint for more than one usage simultaneously. Also, if the Society were holding an event, such as a lecture or a meeting, loud sounds from a nearby location would interfere with our event.

9/ The Board of Selectmen form has not been revealed to our Society. We request an opportunity to review it to clarify the interface between new Jordan Green events and our Society's events. For example, Selectmen should solicit information from us about our events prior to scheduling another Jordan Green event at this time. Also, our organization should be informed about events that become approved with their dates and rain dates, so that our calendar of events can be updated, if necessary.

10/ Our insurance policy and security system must be considered. Our insurance agent recommends that the Board of Selectmen form include a "hold harmless" clause to protect the Waterford Historical Society, Inc. from any potential lawsuits. We thoroughly agree with this position to protect our buildings and our other property on site.

11/ Whenever an alcohol-related event is scheduled for Jordan Green, the two (2) handicapped-accessible bathrooms in the lower level of the Stacy Barn/Miner Education Center will not be offered for use during that event due to insurance constraints.

12/ Note that many people think that our Society owns Jordan Green or that the Town owns our Society's buildings and property. Hence, any negative event related to alcohol consumption on Jordan Green could negatively impact our not-for profit organization.

AMERICAN RESCUE FUNDS PLAN  
TOWN OF WATERFORD  
Planned Expenditures

To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

300,000

1 nonprofits, or aid to impacted industries such as Small Business

524,000

Economic Assistance to Small Business

100,000

Tourism

54,000

Ledgelight Health District

272,101

Household Assistance (Mental Health)

Human Services Coordinator

To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

2 To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

3 For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

4 To make necessary investments in water, sewer, or broadband infrastructure.

|                                                   |                  |
|---------------------------------------------------|------------------|
| Infrastructure/Technology                         | 44,500           |
| GIS Updates                                       | 62,000           |
| First Responder CAD Modules                       | 1,667,000        |
| First Responder Pressure Project                  | 6,250            |
| Town-Wide Broadband or Low Water Pressure Project | 564,650          |
| Security Monitoring Laptops                       | 163,750          |
| Water/Sewer                                       | 587,650          |
| Cross Rd. PS Partial Upgrade                      | 1,200,000        |
| Gorman-Rupp 17 PS Control Panels                  |                  |
| Old Norwich PS Upgrade                            |                  |
| Fargo Lane Water Tower Rehab                      |                  |
|                                                   | <u>5,545,901</u> |

|                    |           |
|--------------------|-----------|
| Expected Funding   | 5,547,890 |
| Projects Scheduled | 5,545,901 |
| Surplus/Deficit    | 1,989     |

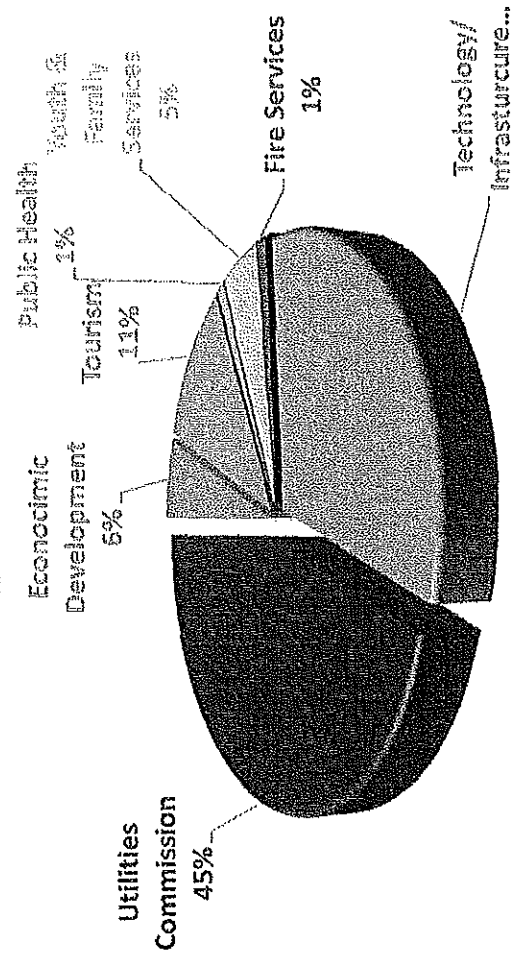
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WATERFORD, CT  
2021 AUG -3 AM 8:55

*David L. Caruso*  
TOWN CLERK

AMERICAN RESCUE FUNDS PLAN  
TOWN OF WATERFORD  
Planned Expenditures

Planned Projects by Town Department

| DEPARTMENT                 | AMOUNT       | PERCENTAGE |
|----------------------------|--------------|------------|
| Economic Development       | \$ 300,000   | 5.41%      |
| Tourism                    | \$ 624,000   | 11.25%     |
| Public Health              | \$ 54,000    | 0.97%      |
| Youth & Family Services    | \$ 272,101   | 4.91%      |
| Fire Services              | \$ 62,000    | 1.12%      |
| Technology/ Infrastructure | \$ 1,717,750 | 30.97%     |
| Utilities Commission       | \$ 2,516,050 | 45.37%     |
|                            | \$ 5,545,901 | 100.00%    |



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MINUTES  
REPRESENTATIVE TOWN MEETING  
Special Meeting  
Waterford Town Hall  
August 19, 2021

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 AUG 23 AM 9:38  
TOWN CLERK

RTM Moderator Thomas Dembek called the August 19, 2021 Special Meeting of the Representative Town Meeting to order at 7:02 P.M.

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

PRESENT: Greg Attanasio, Michael Bono, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Steven Elci, Timothy Fioravanti, Miriam Furey-Wagner (7:25 P.M.), Nick Gauthier, Kathleen Kohl, David Lersch, Richard Muckle, Theodore Olynciw, Dan Radin, Michael Rocchetti, Danielle Steward-Gelinas.

ABSENT: Jennifer Bracciale, April Cairns, Paul Goldstein, Valerie Metivier, Richard Morgan, Liam O'Leary, Robert Swansen, Baird Welch-Collins.

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule; Chair of the Board of Finance Ronald R. Fedor.

EX-OFFICIO MEMBERS ABSENT: Selectwoman Jody Nazarchyk; Selectman Elizabeth Sabillia; Chair of the Board of Education Craig Merriman.

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Nick Kepple.

#### CALL ITEM 1 – Quaker Hill Fire Rescue Boat

PRESENTATION: Director of Fire Services Michael Howley

MOTION by Driscoll, seconded by Kohl, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$32,000 as a new CNR Project to be funded through the CNR

Undesignated Fund Balance to purchase a new motor for the Quaker Hill Fire Rescue Boat.

Lengthy discussion ensued.

MOTION by Olynciw, seconded by Kohl, to table until the October Regular Meeting of the RTM.

MOTION WITHDRAWN Olynciw and Kohl.

Discussion ensued

MOTION by Muckle, seconded by Olynciw, to table until the October Regular Meeting of the RTM.

Discussion ensued.

MOTION by Steward-Gelinas, seconded by Driscoll, to move the question.

VOTING IN FAVOR: Unanimous

VOTING IN FAVOR to table: Attanasio, Dembek, Muckle, Olynciw

VOTING AGAINST: Bono, Condon, Driscoll, Elci, Fioravanti, Furey-Wagner, Gauthier, Kohl, Lersch, Radin,

Rocchetti, Steward-Gelinas.  
MOTION FAILS: 4-12

MOTION by Muckle, seconded to move the question. (Original Motion)  
VOTING IN FAVOR: Unanimous

VOTING IN FAVOR of original motion: None  
VOTING AGAINST: Unanimous with two members abstaining. (Dembek, Muckle)

CALL ITEM 2 – Town Hall Egress

PRESENTATION: Public Works Director Gary Schneider

MOTION by Steward-Gelinas, seconded by Kohl, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$46,000 in CNR Line #20511-57839 for the town hall emergency egress enclosure and move from Designated to Appropriated.

VOTING IN FAVOR: Unanimous

CALL ITEM 3: Jordan Village Sidewalks

PRESENTATION: Public Works Director Gary Schneider

MOTION by Steward-Gelinas, seconded by Muckle, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$100,000 in CNR Line #20511- 57856 for the Jordan Village Sidewalks and move from Designated to Appropriated.

VOTING IN FAVOR: Unanimous

CALL ITEM 4: Merging of Accounting Lines

PRESENTATION: Finance Director Kim Allen

MOTION by Steward-Gelinas, seconded by Driscoll, to approve a recommendation from the Board of Finance for an appropriation to merge lines **33022-55887 – Rope Ferry Road Sidewalks** and line **20511-57856 – Jordan Village Sidewalks** by transferring \$301,000 from **33022-55887 – Rope Ferry Road Sidewalks** to **20511- 57856 – Jordan Village Sidewalks** and close line **330-55887**.

VOTING IN FAVOR: Unanimous

CALL ITEM 5: Town Hall Front Door

PRESENTATION: Public Works Director Gary Schneider

MOTION by Steward-Gelinas, seconded by Muckle, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$35,000 for a new Town Hall Front Door Project as a new CNR Project.

VOTING IN FAVOR: Bono, Condon, Dembek, Driscoll, Elci, Fioravanti, Lersch, Muckle, Rocchetti, Steward-Gelinas.

VOTING AGAINST: Attanasio, Furey-Wagner, Gauthier, Kohl, Olynciw, Radin.

MOTION PASSES: 10-6

MOTION by Muckle, seconded by Rocchetti, to adjourn at 8:31 P.M.

VOTING IN FAVOR: Unanimous

*Respectfully Submitted,*

David L. Campo, CCTC  
Waterford Town Clerk



Brett Mahoney  
Chief of Police

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



D

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

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

09/20/2021

Town Clerk Campo -

The Town of Waterford noise ordinance is presently unworkable for enforcement. The noise levels currently set in the ordinance do not allow the various municipal departments to apply the ordinance as they are now set at a normal conversational tone. For the police department, this has led to the local prosecutor's office unwilling to bring our noise complaints for prosecution.

I have spoken with the Town Attorney regarding this matter. As a result, I am requesting that the RTM place this into new business for October, for subcommittee review and revision. The Town Attorney is available and willing to work with the subcommittee, and has workable ordinances from other municipalities for review.

Thank you for your consideration in this matter, and as always, should you have any questions, please contact me.

Brett Mahoney  
Chief of Police  
Waterford Police Department

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 20 AM 9:08  
David L. Campo  
TOWN CLERK

## **MODERATOR'S REPORT**

Representative Town Meeting

October 4, 2021

F

### Matters Currently in Standing Committees

#### **LEGISLATION & ADMINISTRATION**

#### **EDUCATION**

#### **FINANCE, WAGE & PERSONNEL**

Salaries of Elected Officials, RTC 02/01/21

#### **PUBLIC HEALTH, RECREATION & ENVIRONMENT**

#### **PUBLIC PROTECTION & SAFETY**

#### **PUBLIC WORKS, PLANNING & DEVELOPMENT**

Appraisal of sidewalk ordinance and associated safety issues, RTC 02/01/21

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

1

TO: Thomas Dembek  
Moderator, RTM

FROM: Kim Allen, Director of Finance

COPY: Rob Brule, First Selectman  
Ron Fedor, Board of Finance Chair

RE: Additional Vote

DATE: September 9, 2021

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 16 AM 10:40  
TOWN CLERK  
*David L. Lopez*

On August 11, 2021, the Board of Finance voted to approve a transfer of \$304,000 from account 33022-55887 to account 20511-57856. The correspondence to the RTM Moderator, Mr. Dembeck, incorrectly listed the transfer amount as \$301,000. Hence, the RTM members approved a transfer of \$301,000 on August 19, 2021.

I respectfully request that the RTM consider a second vote to approve the transfer of an additional \$3,000 from 33022-55887 to 20511-57856. This second vote by the RTM membership will approve a total transfer of \$304,000 as approved by the Board of Finance.

Respectfully,

*Kimberly Allen*

Kimberly Allen

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WATERFORD, CT 06385-2886



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MINUTES  
REPRESENTATIVE TOWN MEETING  
Special Meeting  
Waterford Town Hall  
August 19, 2021

RECEIVED FOR RECORD  
2021 AUG 23 AM 9:38  
TOWN CLERK

RTM Moderator Thomas Dembek called the August 19, 2021 Special Meeting of the Representative Town Meeting to order at 7:02 P.M.

#### PLEDGE OF ALLEGIANCE

#### ROLL CALL

PRESENT: Greg Attanasio, Michael Bono, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Steven Elci, Timothy Floravanti, Miriam Furey-Wagner (7:25 P.M.), Nick Gauthier, Kathleen Kohl, David Lersch, Richard Muckle, Theodore Olynciw, Dan Radin, Michael Rocchetti, Danielle Steward-Gelinas.

ABSENT: Jennifer Bracciale, April Cairns, Paul Goldstein, Valerie Metivier, Richard Morgan, Liam O'Leary, Robert Swansen, Baird Welch-Collins.

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule; Chair of the Board of Finance Ronald R. Fedor.

EX-OFFICIO MEMBERS ABSENT: Selectwoman Jody Nazarchyk; Selectman Elizabeth Sabilia; Chair of the Board of Education Craig Merriman.

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Nick Kepple.

#### CALL ITEM 1 – Quaker Hill Fire Rescue Boat

PRESENTATION: Director of Fire Services Michael Howley

MOTION by Driscoll, seconded by Kohl, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$32,000 as a new CNR Project to be funded through the CNR Undesignated Fund Balance to purchase a new motor for the Quaker Hill Fire Rescue Boat. Lengthy discussion ensued.

MOTION by Olynciw, seconded by Kohl, to table until the October Regular Meeting of the RTM.

MOTION WITHDRAWN Olynciw and Kohl.

*Discussion ensued*

MOTION by Muckle, seconded by Olynciw, to table until the October Regular Meeting of the RTM.

*Discussion ensued.*

MOTION by Steward-Gelinas, seconded by Driscoll, to move the question.

VOTING IN FAVOR: Unanimous

VOTING IN FAVOR to table: Attanasio, Dembek, Muckle, Olynciw

VOTING AGAINST: Bono, Condon, Driscoll, Elci, Floravanti, Furey-Wagner, Gauthier, Kohl, Lersch, Radin,

Rocchetti, Steward-Gelinas.  
MOTION FAILS: 4-12

MOTION by Muckle, seconded to move the question. (Original Motion)  
VOTING IN FAVOR: Unanimous

VOTING IN FAVOR of original motion: None  
VOTING AGAINST: Unanimous with two members abstaining. (Dembek, Muckle)

CALL ITEM 2 – Town Hall Egress

PRESENTATION: Public Works Director Gary Schneider  
MOTION by Steward-Gelinas, seconded by Kohl, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$46,000 in CNR Line #20511-57839 for the town hall emergency egress enclosure and move from Designated to Appropriated.  
VOTING IN FAVOR: Unanimous

CALL ITEM 3: Jordan Village Sidewalks

PRESENTATION: Public Works Director Gary Schneider  
MOTION by Steward-Gelinas, seconded by Muckle, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$100,000 in CNR Line #20511- 57856 for the Jordan Village Sidewalks and move from Designated to Appropriated.  
VOTING IN FAVOR: Unanimous

CALL ITEM 4: Merging of Accounting Lines

PRESENTATION: Finance Director Kim Allen  
MOTION by Steward-Gelinas, seconded by Driscoll, to approve a recommendation from the Board of Finance for an appropriation to merge lines **33022-55887 – Rope Ferry Road Sidewalks** and line **20511-57856 – Jordan Village Sidewalks** by transferring \$301,000 from **33022-55887 – Rope Ferry Road Sidewalks** to **20511- 57856 – Jordan Village Sidewalks** and close line **330-55887**.  
VOTING IN FAVOR: Unanimous

CALL ITEM 5: Town Hall Front Door

PRESENTATION: Public Works Director Gary Schneider  
MOTION by Steward-Gelinas, seconded by Muckle, to approve a recommendation from the Board of Finance for an appropriation in the amount of \$35,000 for a new Town Hall Front Door Project as a new CNR Project.  
VOTING IN FAVOR: Bono, Condon, Dembek, Driscoll, Elci, Fioravanti, Lersch, Muckle, Rocchetti, Steward-Gelinas.  
VOTING AGAINST: Attanasio, Furey-Wagner, Gauthier, Kohl, Olynciw, Radin.  
MOTION PASSES: 10-6

MOTION by Muckle, seconded by Rocchetti, to adjourn at 8:31 P.M.  
VOTING IN FAVOR: Unanimous

Respectfully Submitted,

David L. Campo, CCTC  
Waterford Town Clerk

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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[www.waterfordct.org](http://www.waterfordct.org)

August 12, 2021

Mr. Thomas Dembek, Moderator  
Representative Town Meeting  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Moderator Dembek:

At the meeting of the Board of Finance held, Wednesday, August 11, 2021, it was voted to recommend to the Representative Town Meeting, an appropriation to **merge lines 33022-55887 and line 20511-57856 by transferring \$301,000 from 33022-55887 to 20511-57856 and close line 33055887.**

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

Respectfully submitted,

Ronald R. Fedor, Chairman  
Board of Finance

RRF:mtm

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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[www.waterfordct.org](http://www.waterfordct.org)

August 3, 2021

Mr. Ronald Fedor  
Chairman  
Board of Finance  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Chairman Fedor,

The Board of Selectmen, at their meeting on Tuesday, August 3, 2021 voted to approve the following request;

To Consider And Act On a request from Director of Public Works, Gary Schneider to approve the merging of 2 lines, line # 33022-55887, \$304,000 and line # 20511-57856- \$100,000 to all be moved into line 20511-57856, for a total of \$404,000, to allow better tracking of the project expenses

Therefore, I respectfully request that you consider and act on this requests. I have attached pertinent back up material from the designated department.

Sincerely,

*Rob Brule*

Robert Brule  
First Selectman

cc: Kimberly Allen, Director of Finance

#7

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

July 27, 2021

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

Subject: Jordan Village Sidewalks

Dear Mr. Brule,

The Town has been given a grant for the sidewalks in the Jordan Village area. We currently have 2 line items set up for this project. The Department would like to request the 2 lines be merged to one line. This will allow better tracking for the project expenses.

|             |           |
|-------------|-----------|
| 33022-55887 | \$304,000 |
|-------------|-----------|

|             |           |
|-------------|-----------|
| 20511-57856 | \$100,000 |
|-------------|-----------|

This project should be merged into the CNR line 20511-57856, as the Department is unsure when this will go out to bid, although we are hoping to get this project moving soon. The State is anxious for us to get this completed.

We request to be placed on the agenda of the Board of Selectman for August 3, 2021.

Sincerely,

  
Gary J. Schneider  
Director of Public Works

Cc: Kim Allen, Director of Finance

Board of Finance  
Regular Meeting Minutes  
7:00 pm

Wednesday, August 11, 2021  
Waterford Municipal Complex,

Present: Chairman Ronald Fedor, John Sheehan, Glenn Patterson, Mark Geer, Kevin Petchark; Tali Maidelis, Robert Tuneski (7:04 pm)

Elected: Robert J. Brule, First Selectman

RTM: Thomas Dembek

Staff: Michael Howley, Fire Administrator, Gary Schneider, Public Works Director,  
Sandy Kenniston, Office Coordinator Public Works, Kimberly Allen, Finance  
Director; Maryellen McConnell, Secretary

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 AUG 18 PM 1:30  
TOWN CLERK

1. Establishment of a quorum and call to order:

A quorum was established and a call to order was established at 7:00 pm, August 11, 2021.

2. Public comment: No public comment.

3. Approval and acceptance of minutes:

**Motion** by John Sheehan and **seconded** by Kevin Petchark to approve the revised minutes of July 21, 2021.

**Vote: 5-1-0 Abstain: 1 (Tali Maidelis)**

**Motion: Passed**

4. To consider and act on a request from the Board of Selectmen on behalf of Christine Walters, Interim Director of Human Resources, for an **FY22 Out of Series Transfer** as follows:

| Account     | Description    | Approved Budget Amount | Current Available Budget Amount | Account Increase | Account Decrease | Revised Available Budget Amount |
|-------------|----------------|------------------------|---------------------------------|------------------|------------------|---------------------------------|
| 10145-51110 | Administration | 125,548                | 125,548                         |                  | (700)            | 124,848                         |
| 10145-52080 | Telephone      |                        |                                 | 700              |                  | 700                             |
|             | <b>Total</b>   |                        |                                 | <b>700</b>       | <b>(700)</b>     |                                 |

**Motion** by John Sheehan and **seconded** by Tali Maidelis to approve the Out of Series Transfer.

**Vote: 6-0-0**

**Motion: Passed**

5. To consider and act on a recommendation to fund an additional appropriation request from Fire Administrator, Michael Howley, for a new Quaker Hill Fire Rescue Boat Motor as a **new CNR Project to be funded in the amount of \$40,000 through the CNR Undesignated Fund Balance and forward onto the RTM.**

**Motion** by John Sheehan and **seconded** by Mark Geer to move for discussion purposes.

Discussion ensued on the cost of the rescue boat motor that it can be obtained for \$32,000 instead of \$40,000. As well as the number of qualified crew members and how many calls this boat goes out for in a year.

**An Amended Motion** by John Sheehan and **seconded** by Mark Geer to decrease the CNR Undesignated Fund Balance by \$32,000 and forward onto the RTM.

**Vote: 6-0-1 No: Glenn Patterson**

**Motion: Passed**

6. To consider and act on a request from the Board of Selectmen on behalf of Gary Schneider, Public Works Director, **CNR Line #20511-57856 for the Jordan Village Sidewalks to move \$100,000 from Designated to Appropriated for this project and forward onto the RTM.**

**Motion** by John Sheehan **seconded** by Glenn Patterson to move \$100,000 in CNR Line #20511-57856 from Designated to Appropriated and forward onto the RTM.

**Vote: 7-0-0**

**Motion: Passed**

7. To consider and act on a request from the Board of Selectmen on behalf of Gary Schneider, Public Works Director, **to merge the two lines for the Jordan Sidewalk Project into one line. Line #33022-55887 - \$304,000 and Line #20511-57856 - \$100,000 be merged to CNR Line #20511-57856 for a total of \$404,000 and forward onto the RTM.**

**Motion** by John Sheehan and **seconded** by Glenn Patterson to merge lines 33022-55887 and line 20511-57856 by transferring \$301,000 from 33022-55887 to 20511-57856 and close line 33022-55887 and forward onto the RTM.

**Vote: 7-0-0**

**Motion: Passed**

8. To consider and act on a recommendation to fund an additional appropriation request from the Director of Public Works, Gary Schneider, for a **new Town Hall Front Door Project as a new CNR Project to be funded in the amount of \$35,000 through the CNR Undesignated Fund Balance and forward onto the RTM.**

Motion by John Sheehan and seconded by Kevin Petchark to approve the appropriation in the amount of \$35,000 as a new CNR Project and forward onto the RTM

Vote: 7-0-0

Motion: Passed

9. To consider and act on a request from the Board of Selectmen on behalf of Gary Schneider, Public Works Director, **CNR Line #20511-57839 for the Emergency Egress Enclosure to move \$46,000 from Designated to Appropriated and forward onto the RTM.**

Motion by John Sheehan and seconded by Tali Maidelis to approve the appropriation in the amount of \$46,000 and forward onto the RTM.

Vote: 7-0-0

Motion: Passed

10. To consider and act on a recommendation to fund an additional appropriation for Cyber Security in the amount of \$87,960.54 as an Out of Series Transfer from the Contingency Fund (10121-59000) into lines 10112-52201, (Insurance, Liability/Auto/Property) - \$77,273; 10147-54130 (Information Technology, Equipment), \$5,463; and 10147-52043 (Information Technology, Service Contracts), - \$5,226.

Motion by John Sheehan and seconded by Kevin Petchark moves to transfer from Contingency lines 10112-52201 - \$77,273; 10147-54130 - \$5,463; 10147-52043 - \$5,226 for a total of \$87,962.

Vote: 7-0-0

Motion: Passed

11. To consider and act on a request from the Board of Selectmen on behalf of various departments, for an **FY21 Out of Series Transfer** request pending Board of Selectmen approval.

| Account     | Description             | Approved Budget Amount | Current Available Budget Amount | Account Increase | Account Decrease | Revised Available Budget Amount |
|-------------|-------------------------|------------------------|---------------------------------|------------------|------------------|---------------------------------|
| 10109-52020 | Postage                 | 2,900                  | (175)                           | 175              |                  | 0                               |
| 10109-51920 | FICA                    | 16,527                 | 418                             |                  | (175)            | 243                             |
|             |                         |                        |                                 |                  |                  |                                 |
| 10111-52040 | Service Contracts       | 51,357                 | (2,264)                         | 2,264            |                  | 0                               |
| 10111-51140 | Facilities Coordinator  | 76,500                 | 23,573                          |                  | (2,264)          | 21,309                          |
|             |                         |                        |                                 |                  |                  |                                 |
| 10119-52030 | Professional Fees       | 22,000                 | (1,949)                         | 1,949            |                  | 0                               |
| 10119-51210 | Clerical & Technical    | 42,339                 | 3,135                           |                  | (1,949)          | 1,186                           |
|             |                         |                        |                                 |                  |                  |                                 |
| 10130-51510 | Equipment Maintenance   | 345,771                | (19,056)                        | 19,056           |                  | 0                               |
| 10130-51520 | Highway Maintenance     | 984,189                | (22,419)                        | 22,419           |                  | 0                               |
| 10130-52470 | Solid Waste Disposal    | 900,000                | 23,841                          |                  | (19,056)         | 4,785                           |
| 10130-53300 | Highway Materials       | 235,000                | 29,352                          |                  | (22,419)         | 6,933                           |
|             |                         |                        |                                 |                  |                  |                                 |
| 10137-52420 | Maintenance of Property | 147,523                | (5,203)                         | 5,203            |                  | 0                               |
| 10137-52380 | Programs                | 42,387                 | (1,041)                         | 1,041            |                  | 0                               |
| 10137-51610 | Parks Maintenance       | 375,951                | 43,321                          |                  | (6,244)          | 38,077                          |
|             | <b>Total</b>            |                        |                                 | <b>52,107</b>    | <b>(52,107)</b>  |                                 |

**Motion** by John Sheehan and **seconded** by Mark Geer to approve the **FY21 Out of Series Transfer** in the amount of \$52,107.

**Vote: 7-0-0**

**Motion: Passed**

12. To consider and act on a request from the Board of Selectmen on behalf of various departments, for an **FY21 Out of Series Transfer** request pending the **Board of Selectmen approval**.

| Account     | Description          | Approved Budget Amount | Current Available Budget Amount | Account Increase | Account Decrease | Revised Available Budget Amount |
|-------------|----------------------|------------------------|---------------------------------|------------------|------------------|---------------------------------|
| 10104-51110 | Administration       | 196,788                | (945)                           | 945              |                  | 0                               |
| 10104-52030 | Professional Fees    | 0                      | (1,300)                         | 1,300            |                  | 0                               |
| 10103-51210 | Clerical & Technical | 4,100                  | 2,624                           |                  | (2,245)          | 379                             |
|             |                      |                        |                                 |                  |                  |                                 |
| 10108-52030 | Professional Fees    | 260,000                | (23,550)                        | 23,550           |                  | 0                               |
| 10107-52030 | Professional Fees    | 68,820                 | 13,885                          |                  | (13,885)         | 0                               |
| 10107-52040 | Service Contracts    | 21,490                 | 6,359                           |                  | (6,359)          | 0                               |
| 10107-52050 | Dues, Conferences    | 4,240                  | 1,846                           |                  | (1,846)          | 0                               |
| 10107-51110 | Administration       | 292,050                | 2,335                           |                  | (1,460)          | 875                             |
|             |                      |                        |                                 |                  |                  |                                 |
| 10145-52030 | Professional Fees    | 54,019                 | (23,946)                        | 23,946           |                  | 0                               |
| 10129-51920 | FICA                 | 420,922                | 29,118                          |                  | (23,946)         | 5,172                           |
|             | <b>Total</b>         |                        |                                 | <b>49,741</b>    | <b>(49,741)</b>  |                                 |

**Motion** by John Sheehan and **seconded** by Glenn Patterson to approve the **FY21 Out of Series Transfer** in the amount of \$49,471.

**Vote: 7-0-0**

**Motion: Passed**

13. Old Business: None
14. New Business – a. Overview of the Town of Waterford's plan for the American Rescue Plan Act funds: We will be focusing on Water/Sewer, Infrastructure, Fire Services, Tourism (Eugene O'Neill and Nevins Cottage), Economic Development, and Youth and Family Services (Human Services Coordinator). We are looking to help some of the small business in our area with grants. The Human Services Coordinator will be a two-year position that will be funded through the American Rescue Plan funds. Utilities and Infrastructure will receive the bulk of the money for the Capital and for Town Wide Broadband.  
  
b. The Board of Finance will be touring the Municipal Complex at the end of the Board of Finance meeting this evening. Thank you to Gary Schneider and Sandy Kenniston for showing the Board of Finance the new complex.
15. Liaison Reports: Municipal Complex – Glenn Patterson: We are down to installing new grass in September and fixing the IT issues. Our final payment to O&G will go out in late September.
16. Correspondence:
17. Adjournment:

**Motion** by John Sheehan and **seconded** by Robert Tuneski to adjourn the Meeting of the Board of Finance at 9:00 p.m.

**Vote: 7-0-0**

**Motion: Passed**

Respectfully submitted,

  
Mark Geer, Jr., Clerk

  
Maryellen McConnell, Secretary

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

2

September 9, 2021

Mr. Thomas Dembek, Moderator  
Representative Town Meeting  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Moderator Dembek:

Please be advised for information purposes only. At the meeting of the Board of Finance, Wednesday, September 8, 2021, it was voted to recommend to the Representative Town Meeting, to transfer **\$45,000 from 32320-55847 Cohanzie Fire Roof Replacement to 32322-55847 Cohanzie Fire Roof Replacement and then close account 32320-55847.**

Respectfully submitted,

*Ronald R. Fedor* *mtm*  
Ronald R. Fedor, Chairman  
Board of Finance

RRF:mtm

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 16 PM 2:56  
*THOMAS DEMBEK*  
TOWN CLERK

**TOWN OF WATERFORD  
CAPITAL PROJECT REQUEST FORM**

32322-55847

|                                                    |                                                   |
|----------------------------------------------------|---------------------------------------------------|
| <b>DEPARTMENT/AGENCY</b><br>Fire Department        | <b>CONTACT PERSON</b><br>John Mariano, Fire Chief |
| <b>PROJECT NAME</b><br>Cohanzie - Roof Replacement | <b>DEPARTMENT PRIORITY</b><br>High                |

|   |                                                                                                                                                                                                                                                                                                |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>DESCRIPTION AND JUSTIFICATION</b> (describe the type, purpose & anticipated accomplishments of the project)<br>This appropriation will be utilized to replace the entire roof on the Cohanzie fire station. Project was moved up due to leaks and visible areas of damage to roof surfaces. |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                                              |
|---|----------------------------------------------|
| 2 | <b>PROJECT STATUS IF IN PROGRESS</b><br>None |
|---|----------------------------------------------|

|   |                                                                                                                       |
|---|-----------------------------------------------------------------------------------------------------------------------|
| 3 | <b>LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST</b><br>None |
|---|-----------------------------------------------------------------------------------------------------------------------|

|   |                                                                                                         |
|---|---------------------------------------------------------------------------------------------------------|
| 4 | <b>DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET</b> (include cost estimate if applicable)<br>None |
|---|---------------------------------------------------------------------------------------------------------|

|   |                                                                                                                                                                                                                 |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5 | <b>GRANT FUNDING/OTHER FUNDING</b> , if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)<br>None |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                                                                                                                                                                                                                                                                    |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6 | <b>ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION</b> (if none, simply state that in the area below)<br>Pricing was submitted by Gordian Group for budgeting pruposes. Pricing will be compared to local vendors at time of project. |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| 7 COST/FUNDING SOURCE |                                            |                          |               |          |          |          |          |
|-----------------------|--------------------------------------------|--------------------------|---------------|----------|----------|----------|----------|
|                       | FUNDING SOURCE                             | APPROVED FUNDING TO DATE | FY2022        | FY2023   | FY2024   | FY2025   | FY2026   |
| 1                     | Current Year Capital                       | 45,000                   | 60,000        |          |          |          |          |
| 2                     | Utility Budget/Sewer Cap Maint Fund        |                          |               |          |          |          |          |
| 3                     | Transfer to CNR                            |                          |               |          |          |          |          |
| 4                     | Short/Long-term Bonds                      |                          |               |          |          |          |          |
| 5                     | LoCIP (detail in section 5 above)          |                          |               |          |          |          |          |
| 6                     | CNR Undesignated Fund Balance              |                          |               |          |          |          |          |
| 7                     | Federal/State Grants (detail in section 5) |                          |               |          |          |          |          |
| 8                     | Other Funding (detail in section 5 above)  |                          |               |          |          |          |          |
|                       | <b>TOTALS</b>                              | <b>45,000</b>            | <b>60,000</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> |

Wayne A. Taylor dba NLR  
18 Richard's Grove Road  
Quaker Hill, CT 06375  
(860) 857-1654 - wayneataylor@sbcglobal.net

November 8, 2020

Mr. Bruce Miller, Director Fire Services  
204 Boston Post Road  
Waterford, CT 06385

Dear Sir:

RE: The Cohanzie Fire Station Roof Replacement

Herewith please find both our proposed Scope and Specification for the referenced location along with our cost estimate. These estimates are inclusive of the costs to abate the minor amount of asbestos indentified with the attached report.

**The Estimate Breaks Down as Follows:**

The removal and replacement of Asphalt Shingle Roofing specified is  
estimated at Twenty -Three Thousand Dollars and No Cents.....\$23,000.00.

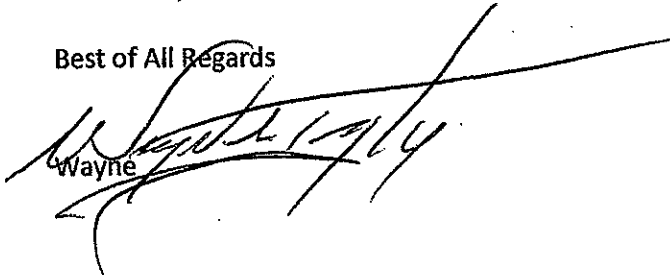
The removal and replacement of the Bunkroom Flat & Utility Bay Roof  
is estimated at Twenty- Seven Thousand-Seven Hundred Dollars and No Cents .....\$27,700.00.

The removal and replacement of the Engine Room Flat Roof is estimated at .....\$50,900.00.  
Fifty Thousand-Nine Hundred Dollars and No Cents

The total for the identified areas of work as specified is estimated at.....\$101,600.00.  
One Hundred and One Thousand Six Hundred Dollars and No Cents

Should you have any questions or require any additional information please do not hesitate to contact me directly.

Best of All Regards

  
Wayne

**THE REPLACEMENT OF BOTH LAYERS OF THE SHINGLE ASPHALT ROOFS; THE REPLACEMENT OF THE FLAT MODIFIED BITUMEN ROOFS ALONG WITH THE BUILT-UP ROOFING SYSTEMS (BUR) AND ITS BALLAST – THAT ARE UNDER THE MODIFIED BITUMED ROOFS.**

The purpose of this page is to provide you both guidance and an outline as to the core expectation(s) of the owner with regard to the above referenced project.

**THE CORE EXPECTATIONS / SPECIFICATIONS**

- 1) The existing roofing system(s) shall be completely removed to its supporting substrate.
- 2) A new John's Manville (JM) PVC 60 mil re-enforced, fully adhered field, hot-air welded seams; in accordance with the manufactures specifications (attached). This system will be a fully adhered single ply membrane and it shall be installed over a tapered polyisocyanurate insulation system - on all "flat" roof area(s) identified.
- 3) A new GAF Timberline High Definition Lifetime (HDZ) asphalt shingle. This system shall be installed over the Main Office and Living Area, The Lounge, the rear entry hall and the belt wall eave to meet the manufactures requirements to achieve a "Unlimited Wind Warranty".
- 4) Where metal flashing is required and *outside of the manufactures specifications*. This flashing will be custom fabricated from .032 white on white sheet metal stock and coated with a Kynar finish to match the samples that the contractor shall provide for approval.
- 5) The successful bidder shall have a minimum of five years of proven roofing experience and be both an approved Johns Manville PVC and GAF Timberline roofing installer.
- 6) The successful bidder shall meet all of the owners insurance coverage guidelines and specifications (attached hereto).
- 7) Here for your ease of reference attached are the manufactures published details and specifications for this PVC installation on this property. Additional information may be gained by visiting the John's Manville Web site @ [www.jm.com](http://www.jm.com)
- 8) Please note that all measurements – inclusive of slopes and drainage assumptions -are estimates. As such the bidder is responsible for the verification of every related detail associated with this project.
- 9) All bidders are required to attend an onsite walkthrough at a time to be determined by the Owner.
- 10) ***The contractor will separate their bid by each roofing sections under consideration. One for the asphalt shingle system -then one for each of the two PVC roofing areas.***

## **SCOPE OF WORK**

**Description of Work:** Provide all materials, labor, equipment to perform all operations required to remove and replace all of these existing roofing systems to their respective substrates. These items include but are not limited to shingles, modified bitumen, built-up roofing and ballast, felt, flashing, insulation, coping and metal drip edge on these roofs. *The Gutters will be handled as an alternate bid. The contractor should attempt to protect and preserve them whenever and where ever possible.*

This work shall include but not be limited to the following:

- a. Demolition Work: Remove the existing Modified Bitumen Roofs (MBR), the BUR (stone ballast) below it and the Asphalt Roofs. This along with the belt wall eave covering and felt, flashing, drip and around penetrations, and *carefully* the gutters around the perimeter of these roofs (if required).

**Special Note to Contractor:** The results of the Asbestos Testing are attached. This should be priced separately...

- b. Re-secure any substrate nails that have backed out prior to installation of new insulation and or underlayment(s).
- c. Replace any deteriorated wood decking encountered with like material on an as needed and approved basis.
- d. Any deteriorated decking should be removed along the exposed perimeter of the roof (underside painted if required) shall be repainted with a prime and two coats of paint to match that which was removed and adjacent surfaces.
- e. Remove all existing unused roof vents, powered and non-powered.

## **II. Execution of Work:**

**Special Note to Contractor:** The contractor shall coordinate the performance of all work 5 working days in advance.

- a. The contractor shall be responsible for protection of adjacent surfaces and areas not to receive work.
- b. All work under this project shall be complete within 60 calendar days after the proceed notification has been issued.
- c. The contractor will be responsible for providing and furnishing all lifts, scaffolding, elevated platforms, ladders, etc., needed to perform the work and access all areas of the project.
- d. New exposed insulation and or underlayment shall be covered with the new material the same day. This so to ensure that this material and building is both secure and water tight – each day.
- e. The contractor shall thoroughly sweep and/or clean the wood substrate of any dust and debris prior to installation of new felt, ALL underlayment's and roofing.

**II. Execution of Work Continued:**

- f. This building is currently utilized and work on the building is subject to concurrence of the building tenant and their schedule.
- g. The contractor shall employ one person on the ground (safety monitor) when working around the building entrances.
- h. This individual will serve as safety monitor of the work activities at entrances and exits to this building, to ensure work above these entrance and exits ceases when any person (s) enters or exits the building.
- i. The contractor shall submit for approval and color selection; durability a sample of both the asphalt shingle and the PVC material to be used to re-roof. These submittals shall be presented – to the owner -separately for each roof. The color of each will be selected at the time of the walkthrough.
- j. At no time will the contractor remove any portions of the existing roofing material when rain or inclement weather is imminent. The contractor shall be responsible for the protection of the building contents from water damage (due to rainfall) during the performance of this work.

**Special Note to Contractor:** Any damage to this property (as a result of this project) shall be repaired or items replaced by the contractor, at no cost to the Owner.

**III. Disposal of Materials:**

- a. The contractor shall be responsible for disposal of all materials (Shingle, Felt, MBR, BUR, and Stone Ballast, waste and/or trash) off of the property. The contractor shall sweep the ground area around the building several times a day and again at the conclusion of the workday with both a rake and magnetic roller to remove any nails and ALL debris.

**IV. Coordination of On-Site Work:**

- a. The contractor will coordinate the replacement of the these roofs with the Owner's representative at least five days in advance of any work being accomplished on the buildings.
- b. The contractor shall provide to the Owner's representative a progress schedule for approval. The said progress schedule shall show the various work trades. Including demolition, installation of underlayment, and installation of both the Asphalt Shingles and PVC membrane for this building and shall reflect both the start and completion date for this project.

**V. Clean-up:**

- a. The contractor shall keep the worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the job-site
- b. During periods of high wind, the contractor shall keep a worker on the ground around the building to police up any paper debris and keep it from blowing to other areas of the grounds.

**Special Note to Contractor:** Any items damaged (by the contractor) during performance of the work shall be restored to original condition by the contractor and at no cost to the Owner.

**VI. Standard of Workmanship:**

- a. The contractor shall perform all work in accordance with roofing industry standards and manufacturers recommendations. Workmanship shall be of the highest grade throughout this project.
- b. All wires, signs, lights, radio antenna and other such antennas attached to the roof at the time of reroofing shall be removed by the contractor. These items shall be re-attached by the contractor in a manner satisfactory to the Owner on completion of the re-roofing work.
- c. All underlayment specified by the manufacture shall be installed in strict accordance with the manufacture recommendation for them – without exception(s).
- d. Shingles installed in valleys shall be installed utilizing the "weaving method" with no open valley cuts. A base layer of "Ice and Water Shield (IWS) along with an additional layer of #30 felt layer (over said IWS shield) shall be installed in valleys (centered in valley) and extending from the start to the end of the valley prior to installation of shingles.
- e. All Hips, Ridges, Rakes along with all perimeter edges shall have installed a base layer of Ice and Water Shield (IWS) as follows: A full roll width (36 inch) shall be installed along the entire perimeter of the shingled building. A full roll width (36 inch) shall be installed and centered over each hip ridge line as well as over the entire length of the primary ridge line (allowing for an 18 inch over lap on either side of the ridge lines).
- f. Fiberglass shingles shall be kept in closed and covered storage units until shortly before installation on roof. Space for storage of shingles will be provided by the contractor.
- g. Shingles exposed to rain during transportation will not be used. Only the quantity of shingles to be installed during the work day will be placed on roof decks at the beginning of the work day and any shingles not installed by the end of the day will be returned to storage. Shingles shall never be stacked in contact with ground.
- h. The contractor will exercise care in the placement of shingles on the roof and shall not overload any structural members of the buildings by stacking bundles on shingles excessively on a structural member.
- i. The contractor shall take precaution to protect the interior of the buildings being work on from damage during periods of inclement weather.

- j. Any buildings contents that is damaged from weather, due to the contractors operations and failure to adequate protect the building, shall be corrected to its' original condition by the contractor at no cost to the Owner.
- k. All noted construction deficiencies shall be corrected within 1 day and before proceeding.

**VII. Safety:**

- a. All work shall be accomplished in strict compliance with OSHA Safety Standards. The contractor shall incorporate the use of safety in the use of all ladders, scaffolds and lifts to include workers using lifts being tied-off with full body harnesses during work execution.

**VIII. Work Hours:**

- a. The contractor shall execute subject project between the hours of 7:30 a.m. and 4:00 p.m. each weekly work day (Monday thru Friday) excluding state recognized holidays.

**IX. Warranty:**

- a. The contractor shall provide to the owner an Unlimited Wind Warranty for the GAF -HDZ Lifetime shingle from the manufacturer.
- b. The contractor shall provide the owner a No Dollar Limit guarantee from the manufacture for each of the three of the three Johns Manville PVC roofing systems installed
- c. The contractor shall also warrant all workmanship to be free from any defects within one year from the date of installation and acceptance for the asphalt portion of this work.
- d. The contractor shall also warrant all workmanship to be free from any defects within one year from the date of installation and acceptance for the PVC system portion of this work.
- e. The contractor shall provide all certificates of insurance with their bid naming the Owner as additionally insured. The limits of coverage for liability and workers compensation (required for this project) shall be provided to the contractor at the time and place of the required walk through meeting.

**X. Point of Contact:** Mr. Wayne A. Taylor Owner's Agent @ (860) 857-1654

**XII. Deteriorated Roof Decking Replacement:**

- a. The contractor shall replace any deteriorated roof decking materials and/or associated structural members with like materials.
- b. The contractor shall notify the Owner's representative upon encountering any deteriorated materials at which time the representative and contractor shall field verify and agree upon the quantity of materials to be replaced.
- c. The contractor shall incorporate a deteriorated decking replacement sheet weekly, along with the weekly progress report and shall reflect what of deteriorated decking materials.
- d. Subject sheet shall also include a "running total" of deteriorated materials replaced.

- e. The contractor should submit a separate bid item to establish within their bid a Price Schedule for any deteriorated materials encountered on this project.
- f. The contractor shall likewise protect the substrate area until the deteriorated area can be replaced (should materials not be readily available and on-site).
- g. The contractor shall bid a per board foot cost (including labor) for replacement of deteriorated materials encountered, as part of the total contract package. If the contractor does not replace the entire quantity of deteriorated materials during the duration of the project, the remainder of the purchased material shall be turned over and accepted by the Owner from the contractor at the conclusion of the project.
- h. The contractor shall receive no payment for deteriorated materials replaced that have not been confirmed and verified by the Owner.
- i. The final payment shall incorporate the board footage of materials actually replaced multiplied by the board footage previously submitted price quote. The contractor shall not exceed the estimated quantity without approval of the Owner and a change order for any increase.
- j. All materials shall be #2 grades, unless otherwise specified.

### **XIII. Measurements.**

It is the responsibility of the contractor to field-verify all measurements prior to bid of this project. The following is the approximate roof area for this project:

The Asphalt Roofing system is estimated at two thousand-three hundred square feet +/- (2,300SF) – this does not include any material for the second story belt wall eave, hip or ridge caps.

The Two PVC roofing systems are estimated at three thousand six-hundred square feet +/- (3,600SF)- this does not include vertical wall, cap or curb flashing.

Submit copies of GAF® HDZ product data sheets, detail drawings and samples type of the roofing product you intend to use.

Submit copies of the Johns Manville product data sheets, detail drawings and samples type of the roofing product you intend to use.

### **XIV Quality Assurance:**

- 1: Manufacturer Qualifications: Provide all primary roofing products, including shingles, underlayment, Ice and Water Shield, and ventilation, by each single manufacturer to the Town for approval.
- 2: Installer Qualifications: Installer must be approved in writing by the manufacturer for the installation of the roofing product(s) - to be installed on this roof.
- 3: Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.

- 4: Install all roofing products in accordance with all federal, state and local building codes.
- 5: All work shall be performed in a manner consistent with current OSHA guidelines.

**GENERAL NOTATIONS:**

**Pre-installation Meeting:**

A meeting shall take place at the start of the roofing installation, and no more than 2 weeks into the roofing project. The meeting's mandatory attendees shall include the certified contractor and the owner's representative. Certified contractor and the Owner's representative shall review all pertinent requirements for the project, including but not limited to, scheduling, weather considerations, project duration, and requirements for the specified warranty

Note: To obtain the Unlimited Wind Warranty coverage, you must use GAF® pre cut starter strip products (with manufactures specified adhesive) at the eaves and rakes and you must install each shingle using 6 nails. You must use eligible COBRA® ventilation with adequate intake ventilation. Master Flow® exhaust ventilation products can be substituted only if COBRA® ridge ventilation cannot be installed due to a structure's architecture. The contractor is responsible to confirm any changes or alternatives to the above with a GAF factory representative in writing.

In any event, adequate ventilation should meet the following requirements: The minimum net free ventilation area of 1 sq ft per 150 sq ft of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq ft per 300 sq ft.

If these standards are not met, GAF® cannot be responsible for damage caused by inadequate ventilation. You must use GAF® Ridge Cap Shingles or shingles that correspond to the shingle product you are installing.

You must use eligible GAF® Roofing Shingles. New metal flashings must be installed. Metal drip edge must be used at eaves and is recommended at rake edges.

**In addition to the requirements listed above, you the installer must register and pay for this warranty.**

**With regard to the Johns Manville warranty and or guarantee... you the installer must register and pay for these warranties / guarantees.**

Ltd Warranty will be issued only if the project passes GAF®'s final inspection. GAF® reserves the right to withhold the warranty if the roof has not been installed according to GAF®'s written application instructions

Chimneys: Install protection (Ice and Water Shield) membrane around entire chimney extending at least 6 inches (152mm) up the wall and 12 inches (305mm) on to the roof surface. Lap the membrane over the roof deck underlayment.

New Step Flashing is specified and required for this chimney. The contractor(s) involved should plan on the likely re-cut the mortar joints so to properly install the new step flashing.

Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (51mm) and seal with plastic cement; secure with nails.

**When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.**

Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

Placement and Nailing: Beginning with the starter strip, trim shingles so that they "nest" within the shingle located beneath it. This procedure will yield a first course that is typically 3 inch (76mm) to 4 inch (102mm) rather than a fully exposed shingle. Then laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials. Using the bottom of the tab on existing shingles, align subsequent courses. Use standard alignment methods to assure proper shingle placement.

END OF THIS SECTION

**TOWN OF WATERFORD  
CAPITAL PROJECT REQUEST FORM**

32320-55847

|                                                           |                                                          |
|-----------------------------------------------------------|----------------------------------------------------------|
| <b>DEPARTMENT/AGENCY</b><br><u>Fire Services</u>          | <b>CONTACT PERSON</b><br><u>Todd Branche, Fire Chief</u> |
| <b>PROJECT NAME</b><br><u>Cohanzie - Roof Replacement</u> | <b>DEPARTMENT PRIORITY</b><br><u>High</u>                |

|                                                                                                                                                                              |                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>1</b>                                                                                                                                                                     | <b>DESCRIPTION AND JUSTIFICATION (describe the type, purpose &amp; anticipated accomplishments of the project)</b> |
| This appropriation will be utilized to replace the entire roof on the Cohanzie fire station. Project was moved up due to leaks and visible areas of damage to roof surfaces. |                                                                                                                    |

|          |                                      |
|----------|--------------------------------------|
| <b>2</b> | <b>PROJECT STATUS IF IN PROGRESS</b> |
| None     |                                      |

|          |                                                                                                               |
|----------|---------------------------------------------------------------------------------------------------------------|
| <b>3</b> | <b>LIST OTHER PROJECTS WITHIN YOUR DEPARTMENT OR ANOTHER DEPARTMENT THAT WILL BE IMPACTED BY THIS REQUEST</b> |
| None     |                                                                                                               |

|          |                                                                                                 |
|----------|-------------------------------------------------------------------------------------------------|
| <b>4</b> | <b>DESCRIBE THE IMPACT ON DEPARTMENT OPERATING BUDGET (include cost estimate if applicable)</b> |
| None     |                                                                                                 |

|          |                                                                                                                                                                                                        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>5</b> | <b>GRANT FUNDING/OTHER FUNDING, if applicable (detailed explanation of grant/other funding, including the amount, source of funding, status, town match, if any. Attach award letter if available)</b> |
| None     |                                                                                                                                                                                                        |

|                                                                                                                              |                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| <b>6</b>                                                                                                                     | <b>ATTACH PLAN ESTIMATE, SERVICE AREA MAP AND/OR OTHER SUPPORTING DOCUMENTATION (if none, simply state that in the area below)</b> |
| Pricing was submitted by Gordian Group for budgeting purposes. Pricing will be compared to local vendors at time of project. |                                                                                                                                    |

| 7 | COST/FUNDING SOURCE                        |                                |        |        |        |        |        |
|---|--------------------------------------------|--------------------------------|--------|--------|--------|--------|--------|
|   | FUNDING SOURCE                             | APPROVED<br>FUNDING TO<br>DATE | FY2020 | FY2021 | FY2022 | FY2023 | FY2024 |
| 1 | Current Year Capital                       | 0                              | 90,000 |        |        |        |        |
| 2 | Utility Budget/Sewer Cap Maint Fund        |                                |        |        |        |        |        |
| 3 | Transfer to CNR                            |                                |        |        |        |        |        |
| 4 | Short/Long-term Bonds                      |                                |        |        |        |        |        |
| 5 | LoCIP (detail in section 5 above)          |                                |        |        |        |        |        |
| 6 | CNR Undesignated Fund Balance              |                                |        |        |        |        |        |
| 7 | Federal/State Grants (detail in section 5) |                                |        |        |        |        |        |
| 8 | Other Funding (detail in section 5 above)  |                                |        |        |        |        |        |
|   | <b>TOTALS</b>                              | 0                              | 90,000 | 0      | 0      | 0      | 0      |



Price Proposal Review Summary - Category



Date: August 15, 2018  
Contract Number: NE-17 EZIQC  
Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof  
Contractor: Rockfall Company, Inc.  
Proposal Value: \$82,437.23  
Proposal Submitted: 08/14/2018

Job Order Contract

|                               |             |
|-------------------------------|-------------|
| Category - Dumpster:          | \$1,294.54  |
| Category - No Category Input: | \$229.94    |
| Category - Permit:            | \$1.12      |
| Category - Roofing Flat Area: | \$60,525.47 |
| Category - Shingle Roof:      | \$19,881.13 |
| Category - SKY LIGHT REMOVAL: | \$505.03    |
| Proposal Total                | \$82,437.23 |

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%



# Price Proposal Review Detail - Category



Job Order Contract

Date: August 15, 2018  
 Contract Number: NE-17 EZIQC  
 Job Order Number: 060388.00  
 Job Order Title: Waterford Cohanzie FD Roof  
 Contractor: Rockfall Company, Inc.  
 Proposal Value: \$82,437.23  
 Proposal Submitted: 08/14/2018  
 AF(s) Used: 1.1160-Option 1 - NWH

## Category - Dumpster

| Rec# | CSI Number       | Mod.         | UOM      | Description                                                                                                                                               | Line Total       |
|------|------------------|--------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1    | 01 74 19 00-0013 | EA           |          | 30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material. | \$1,294.54       |
|      |                  |              | Quantity | Unit Price                                                                                                                                                | Factor           |
|      |                  | Installation | 2.00 x   | 579.99 x                                                                                                                                                  | 1.1160 =         |
|      |                  |              |          |                                                                                                                                                           | Total \$1,294.54 |

Subtotal for Category - Dumpster: \$1,294.54

## Category - No Category Input

|   |                  |              |          |                                                                                                   |                |
|---|------------------|--------------|----------|---------------------------------------------------------------------------------------------------|----------------|
| 2 | 01 22 20 00-0006 | HR           |          | Carpenter For tasks not included in the Construction Task Catalog® and as directed by owner only. | \$229.94       |
|   |                  |              | Quantity | Unit Price                                                                                        | Factor         |
|   |                  | Installation | 3.00 x   | 66.66 x                                                                                           | 1.1160 =       |
|   |                  |              |          |                                                                                                   | Total \$229.94 |

Subtotal for Category - No Category Input: \$229.94

## Category - Permit

|   |                  |              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |
|---|------------------|--------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 3 | 01 22 18 00-0002 | EA           |          | Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal. | \$1.12       |
|   |                  |              | Quantity | Unit Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Factor       |
|   |                  | Installation | 1.00 x   | 1.00 x                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.1160 =     |
|   |                  |              |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Total \$1.12 |

Subtotal for Category - Permit: \$1.12

## Category - Roofing Flat Area

### Category 1 - Roofing Flat Area, Category 2 - Cant Strip

|   |                  |              |          |                            |               |
|---|------------------|--------------|----------|----------------------------|---------------|
| 4 | 07 51 13 00-0053 | LF           |          | 3" x 3" Perlite Cant Strip | \$91.33       |
|   |                  |              | Quantity | Unit Price                 | Factor        |
|   |                  | Installation | 31.00 x  | 2.64 x                     | 1.1160 =      |
|   |                  |              |          |                            | Total \$91.33 |

Category 1 - Roofing Flat Area, Category 2 - Cant Strip Total: \$91.33

### Category 1 - Roofing Flat Area, Category 2 - Gritchet Material

|   |                  |              |          |                                                                              |               |
|---|------------------|--------------|----------|------------------------------------------------------------------------------|---------------|
| 5 | 07 22 16 00-0029 | SF           |          | 3/4" Thick, R2.89, Molded Expanded Polystyrene, Roof Board Insulation (MEPS) | \$96.42       |
|   |                  |              | Quantity | Unit Price                                                                   | Factor        |
|   |                  | Installation | 60.00 x  | 1.44 x                                                                       | 1.1160 =      |
|   |                  |              |          |                                                                              | Total \$96.42 |

Category 1 - Roofing Flat Area, Category 2 - Gritchet Material Total: \$96.42

Proposal Review Summary - Category Continues..

Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof

| Rec#                                                                              | CSI Number       | Mod. | UOM          | Description                                                                                                                                                                                    | Line Total         |
|-----------------------------------------------------------------------------------|------------------|------|--------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Category - Roofing Flat Area</b>                                               |                  |      |              |                                                                                                                                                                                                |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Curb Flashing</b>                 |                  |      |              |                                                                                                                                                                                                |                    |
| 6                                                                                 | 07 53 23 00-0023 |      | SF           | Ethylene Propylene Diene Monomer (EPDM) Membrane Curb Flashing                                                                                                                                 | \$528.98           |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 100.00 x 4.74                                                                                                                                                                                  | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$528.98     |
| <b>Category 1 - Roofing Flat Area, Category 2 - Curb Flashing Total:</b>          |                  |      |              |                                                                                                                                                                                                | <b>\$528.98</b>    |
| <b>Category 1 - Roofing Flat Area, Category 2 - EPDM</b>                          |                  |      |              |                                                                                                                                                                                                |                    |
| 7                                                                                 | 07 53 23 00-0009 |      | SQ           | 60 Mil, Single Ply Ethylene Propylene Diene Monomer (EPDM) Roofing Membrane, Fully Adhered Includes adhesive and fasteners.                                                                    | \$20,340.13        |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 62.00 x 242.32                                                                                                                                                                                 | 1.1160 =           |
|                                                                                   |                  |      | Demolition   | 56.00 x 57.18                                                                                                                                                                                  | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$16,766.61  |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | \$3,573.52         |
| 8                                                                                 | 07 MO 00 00-0086 | Mod  | SQ           | For 20 Year Warranty, Add                                                                                                                                                                      | \$368.28           |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 55.00 x 6.00                                                                                                                                                                                   | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$368.28     |
| <b>Contractors Note:</b>                                                          |                  |      |              |                                                                                                                                                                                                |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - EPDM Total:</b>                   |                  |      |              |                                                                                                                                                                                                | <b>\$20,708.41</b> |
| <b>Category 1 - Roofing Flat Area, Category 2 - Flashing</b>                      |                  |      |              |                                                                                                                                                                                                |                    |
| 9                                                                                 | 07 62 00 00-0038 |      | SF           | 0.016" Thick, Mill Finish, Aluminum Flashing And Trim                                                                                                                                          | \$1,836.94         |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 200.00 x 8.23                                                                                                                                                                                  | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$1,836.94   |
| <b>Category 1 - Roofing Flat Area, Category 2 - Flashing Total:</b>               |                  |      |              |                                                                                                                                                                                                | <b>\$1,836.94</b>  |
| <b>Category 1 - Roofing Flat Area, Category 2 - Labor to build Cricket</b>        |                  |      |              |                                                                                                                                                                                                |                    |
| 10                                                                                | 01 22 20 00-0006 |      | HR           | Carpenter For tasks not included in the Construction Task Catalog® and as directed by owner only.                                                                                              | \$229.94           |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 3.00 x 68.68                                                                                                                                                                                   | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$229.94     |
| <b>Category 1 - Roofing Flat Area, Category 2 - Labor to build Cricket Total:</b> |                  |      |              |                                                                                                                                                                                                | <b>\$229.94</b>    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Mushroom Vents</b>                |                  |      |              |                                                                                                                                                                                                |                    |
| 11                                                                                | 07 72 23 00-0044 |      | EA           | 24" Orifice Diameter, Spun Aluminum, Stationary Mushroom Gravity Ventilator                                                                                                                    | \$3,043.53         |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 3.00 x 835.18                                                                                                                                                                                  | 1.1160 =           |
|                                                                                   |                  |      | Demolition   | 3.00 x 73.88                                                                                                                                                                                   | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$2,796.18   |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | \$247.35           |
| <b>Category 1 - Roofing Flat Area, Category 2 - Mushroom Vents Total:</b>         |                  |      |              |                                                                                                                                                                                                | <b>\$3,043.53</b>  |
| <b>Category 1 - Roofing Flat Area, Category 2 - Roof Boot</b>                     |                  |      |              |                                                                                                                                                                                                |                    |
| 12                                                                                | 07 53 23 00-0017 |      | EA           | Up To 4" Pipe Diameter, Prefabricated Ethylene Propylene Diene Monomer (EPDM) Pipe Cone/Boot Includes attaching the boot to the membrane, caulking around the pipe and installing a draw band. | \$70.78            |
|                                                                                   |                  |      | Quantity     | Unit Price                                                                                                                                                                                     | Factor             |
|                                                                                   |                  |      | Installation | 2.00 x 25.12                                                                                                                                                                                   | 1.1160 =           |
|                                                                                   |                  |      | Demolition   | 2.00 x 6.59                                                                                                                                                                                    | 1.1160 =           |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | Total \$56.07      |
|                                                                                   |                  |      |              |                                                                                                                                                                                                | \$14.71            |
| <b>Category 1 - Roofing Flat Area, Category 2 - Roof Boot Total:</b>              |                  |      |              |                                                                                                                                                                                                | <b>\$70.78</b>     |
| <b>Category 1 - Roofing Flat Area, Category 2 - Roof Insulation</b>               |                  |      |              |                                                                                                                                                                                                |                    |

Proposal Review Summary - Category Continues..

Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof

| Rec#                                                                                   | CSI Number       | Mod. | UOM          | Description                                                                                                                                                                                   | Line Total         |
|----------------------------------------------------------------------------------------|------------------|------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| <b>Category - Roofing Flat Area</b>                                                    |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Roof Insulation</b>                    |                  |      |              |                                                                                                                                                                                               |                    |
| 13                                                                                     | 07 22 16 00-0052 |      | SF           | 4" Thick, R23.6, Polyisocyanurate, Roof Board Insulation                                                                                                                                      | \$17,616.06        |
|                                                                                        |                  |      | Installation | Quantity 5,500.00 x Unit Price 2.87 x Factor 1.1160 =                                                                                                                                         | Total \$17,616.06  |
| 14                                                                                     | 07 MO D0 00-0110 | Mod  | SF           | For Mechanically Fastened To Wood Or Steel, Deduct                                                                                                                                            | \$61.38            |
|                                                                                        |                  |      | Installation | Quantity 5,500.00 x Unit Price 0.01 x Factor 1.1160 =                                                                                                                                         | Total \$61.38      |
| Contractors Note:                                                                      |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Roof Insulation Total:</b>             |                  |      |              |                                                                                                                                                                                               | <b>\$17,677.44</b> |
| <b>Category 1 - Roofing Flat Area, Category 2 - Shingles for flat roof area</b>        |                  |      |              |                                                                                                                                                                                               |                    |
| 15                                                                                     | 07 31 13 00-0008 |      | SQ           | 265 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Plus)                                                                    | \$1,558.93         |
|                                                                                        |                  |      | Installation | Quantity 3.00 x Unit Price 295.35 x Factor 1.1160 =                                                                                                                                           | Total \$988.83     |
|                                                                                        |                  |      | Demolition   | Quantity 3.00 x Unit Price 170.28 x Factor 1.1160 =                                                                                                                                           | \$570.10           |
| 16                                                                                     | 07 34 00 00-0016 |      | SQ           | 40 Mil, Fire Rated, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield®) | \$451.75           |
|                                                                                        |                  |      | Installation | Quantity 3.00 x Unit Price 121.75 x Factor 1.1160 =                                                                                                                                           | Total \$407.62     |
|                                                                                        |                  |      | Demolition   | Quantity 3.00 x Unit Price 13.18 x Factor 1.1160 =                                                                                                                                            | \$44.13            |
| Contractors Note: Ice and water per code                                               |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Shingles for flat roof area Total:</b> |                  |      |              |                                                                                                                                                                                               | <b>\$2,010.68</b>  |
| <b>Category 1 - Roofing Flat Area, Category 2 - Skylight Curbs</b>                     |                  |      |              |                                                                                                                                                                                               |                    |
| 17                                                                                     | 08 11 16 00-0129 |      | LF           | 2" x 4" Pressure Treated Wood Blocking To Wood                                                                                                                                                | \$3,210.06         |
|                                                                                        |                  |      | Installation | Quantity 564.00 x Unit Price 4.28 x Factor 1.1160 =                                                                                                                                           | Total \$2,681.35   |
|                                                                                        |                  |      | Demolition   | Quantity 282.00 x Unit Price 1.68 x Factor 1.1160 =                                                                                                                                           | \$528.72           |
| Contractors Note: 12' curbs for skylights                                              |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Skylight Curbs Total:</b>              |                  |      |              |                                                                                                                                                                                               | <b>\$3,210.06</b>  |
| <b>Category 1 - Roofing Flat Area, Category 2 - Skylight Repair</b>                    |                  |      |              |                                                                                                                                                                                               |                    |
| 18                                                                                     | 07 05 13 00-0002 |      | EA           | Labor Crew Up-Charge For 1 SQ Or Less                                                                                                                                                         | \$970.96           |
|                                                                                        |                  |      | Installation | Quantity 1.00 x Unit Price 870.04 x Factor 1.1160 =                                                                                                                                           | Total \$970.96     |
| Contractors Note: Close hole for removed Skylight                                      |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Skylight Repair Total:</b>             |                  |      |              |                                                                                                                                                                                               | <b>\$970.96</b>    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Vinyl</b>                              |                  |      |              |                                                                                                                                                                                               |                    |
| 19                                                                                     | 07 46 33 00-0010 |      | SF           | 7" Exposure, 0.048" Thick, Board And Batten, Vinyl Siding Panel                                                                                                                               | \$952.80           |
|                                                                                        |                  |      | Installation | Quantity 100.00 x Unit Price 3.73 x Factor 1.1160 =                                                                                                                                           | Total \$416.27     |
|                                                                                        |                  |      | Demolition   | Quantity 404.00 x Unit Price 1.19 x Factor 1.1160 =                                                                                                                                           | \$536.53           |
| Contractors Note: Remove Vinyl                                                         |                  |      |              |                                                                                                                                                                                               |                    |
| <b>Category 1 - Roofing Flat Area, Category 2 - Vinyl Total:</b>                       |                  |      |              |                                                                                                                                                                                               | <b>\$952.80</b>    |

Proposal Review Summary - Category Continues..

Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof

| Rec#                                       | CSI Number       | Mod. | UOM          | Description                                                                                                                                                        | Line Total  |        |       |        |   |            |
|--------------------------------------------|------------------|------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|-------|--------|---|------------|
| Category - Roofing Flat Area               |                  |      |              |                                                                                                                                                                    |             |        |       |        |   |            |
| 20                                         | 06 11 16 00-0130 |      | LF           | 2" x 8" Pressure Treated Wood Blocking To Wood                                                                                                                     | \$2,884.44  |        |       |        |   |            |
|                                            |                  |      |              | Quantity                                                                                                                                                           | Unit Price  | Factor | Total |        |   |            |
|                                            |                  |      | Installation | 498.00                                                                                                                                                             | x           | 5.19   | x     | 1.1160 | = | \$2,884.44 |
| 21                                         | 07 71 13 00-0043 |      | LF           | >14" To 16" Wide (Stretch-out), 0.083" Thick, KYNAR 500® Finish, Aluminum Coping System With Galvanized Steel Cleats                                               | \$5,356.80  |        |       |        |   |            |
|                                            |                  |      |              | Quantity                                                                                                                                                           | Unit Price  | Factor | Total |        |   |            |
|                                            |                  |      | Installation | 200.00                                                                                                                                                             | x           | 24.00  | x     | 1.1160 | = | \$5,356.80 |
| 22                                         | 08 63 13 00-0009 |      | EA           | 39-1/4" x 39-1/4" Inside Frame Dimensions, Class 1 Hard Rated, Acrylic/Acrylic Double Glazed Prismatic Lens, Industrial Style Fixed Dome, Aluminum Framed Skylight | \$855.95    |        |       |        |   |            |
|                                            |                  |      |              | Quantity                                                                                                                                                           | Unit Price  | Factor | Total |        |   |            |
|                                            |                  |      | Installation | 8.00                                                                                                                                                               | x           | 127.83 | x     | 1.1160 | = | \$855.95   |
| Excludes Materials                         |                  |      |              |                                                                                                                                                                    |             |        |       |        |   |            |
| Subtotal for Category - Roofing Flat Area: |                  |      |              |                                                                                                                                                                    | \$60,525.47 |        |       |        |   |            |

**Category - Shingle Roof**

| Category 1 - Shingle Roof, Category 2 - Drip Edge |                             |              |                                                                |   |            |   |        |   |            |
|---------------------------------------------------|-----------------------------|--------------|----------------------------------------------------------------|---|------------|---|--------|---|------------|
| 23                                                | 07 62 00 00-0122            | LF           | >7" To 9" Girth, 0.040" Thick, Mill Finish, Aluminum Drip Edge |   |            |   |        |   | \$1,254.50 |
|                                                   |                             |              | Quantity                                                       |   | Unit Price |   | Factor |   | Total      |
|                                                   |                             | Installation | 225.00                                                         | x | 4.42       | x | 1.1160 | = | \$1,109.86 |
|                                                   |                             | Demolition   | 180.00                                                         | x | 0.72       | x | 1.1160 | = | \$144.03   |
|                                                   | Contractors Note: Drip Edge |              |                                                                |   |            |   |        |   |            |

**Category 1 - Shingle Roof, Category 2 - Drip Edge Total: \$1,254.50**

| Category 1 - Shingle Roof, Category 2 - Felt Paper |                  |              |                                                                                   |   |            |   |        |   |            |
|----------------------------------------------------|------------------|--------------|-----------------------------------------------------------------------------------|---|------------|---|--------|---|------------|
| 24                                                 | 07 34 00 00-0003 | SQ           | 30 LB, Asphalt Saturated Organic Felt Roofing Underlayment, Mechanically Fastened |   |            |   |        |   | \$1,016.12 |
|                                                    |                  |              | Quantity                                                                          |   | Unit Price |   | Factor |   | Total      |
|                                                    |                  | Installation | 25.00                                                                             | x | 29.26      | x | 1.1160 | = | \$816.35   |
|                                                    |                  | Demolition   | 25.00                                                                             | x | 7.18       | x | 1.1160 | = | \$199.76   |
| Contractors Note: Felt Paper                       |                  |              |                                                                                   |   |            |   |        |   |            |

**Category 1 - Shingle Roof, Category 2 - Felt Paper Total: \$1,016.12**

| Category 1- Shingle Roof, Category 2- Ice & Water |                  |              |                                                                                                                                                                                               |   |            |   |        |   |          |
|---------------------------------------------------|------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------|---|--------|---|----------|
| 25                                                | 07 34 00 00-0016 | SQ           | 40 Mil, Fire Rated, Embossed Surface, Rubberized Asphalt Adhesive, High Density Cross Laminated Polyethylene Reinforcement, Roofing Underlayment, Self-Adhering (Grace Ice And Water Shield®) |   |            |   |        |   | \$602.33 |
|                                                   |                  |              | Quantity                                                                                                                                                                                      |   | Unit Price |   | Factor |   | Total    |
|                                                   |                  | Installation | 4.00                                                                                                                                                                                          | x | 121.75     | x | 1.1160 | = | \$543.49 |
|                                                   |                  | Demolition   | 4.00                                                                                                                                                                                          | x | 13.18      | x | 1.1160 | = | \$58.84  |
| Contractors Note: Ice and water per code          |                  |              |                                                                                                                                                                                               |   |            |   |        |   |          |

**Category 1 - Shingle Roof, Category 2 - Ice & Water Total: \$602.33**

| Category 1 - Shingle Roof, Category 2 - Rake Edge |                  |              |                                                                |   |            |   |        |   |          |
|---------------------------------------------------|------------------|--------------|----------------------------------------------------------------|---|------------|---|--------|---|----------|
| 26                                                | 07 62 00 00-0122 | LF           | >7" To 9" Girth, 0.040" Thick, Mill Finish, Aluminum Drip Edge |   |            |   |        |   | \$923.53 |
|                                                   |                  |              | Quantity                                                       |   | Unit Price |   | Factor |   | Total    |
|                                                   |                  | Installation | 161.00                                                         | x | 4.42       | x | 1.1160 | = | \$794.17 |
|                                                   |                  | Demolition   | 161.00                                                         | x | 0.72       | x | 1.1160 | = | \$129.37 |
| Contractors Note: Rake Edge                       |                  |              |                                                                |   |            |   |        |   |          |

Proposal Review Summary - Category Continues..

Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof

| Rec#                                                               | CSI Number       | Mod.         | UOM                                                                                                                                                                | Description | Line Total  |            |
|--------------------------------------------------------------------|------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|------------|
| Category - Shingle Roof                                            |                  |              |                                                                                                                                                                    |             |             |            |
| Category 1 - Shingle Roof, Category 2 - Rake Edge Total:           |                  |              |                                                                                                                                                                    |             | \$923.53    |            |
| Category 1 - Shingle Roof, Category 2 - Remove old shingles        |                  |              |                                                                                                                                                                    |             |             |            |
| 27                                                                 | 07 31 13 00-0004 | SQ           | 230 LB/SQ, 5" Exposure, Three Tab Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed XT 30)                                                           |             |             | \$5,001.82 |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 0.00 x                                                                                                                                                             | 251.27 x    | 1.1160 =    | \$0.00     |
|                                                                    |                  | Demolition   | 32.00 x                                                                                                                                                            | 140.08 x    | 1.1160 =    | \$5,001.82 |
| Category 1 - Shingle Roof, Category 2 - Remove old shingles Total: |                  |              |                                                                                                                                                                    |             | \$5,001.82  |            |
| Category 1 - Shingle Roof, Category 2 - Remove Sky light           |                  |              |                                                                                                                                                                    |             |             |            |
| 28                                                                 | 08 63 13 00-0030 | EA           | 39-1/4" x 39-1/4" Inside Frame Dimensions, Class 3 Hail Rated, Acrylic/Acrylic Double Glazed Prismatic Lens, Industrial Style Fixed Dome, Aluminum Framed Skylight |             |             | \$71.33    |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 0.00 x                                                                                                                                                             | 339.83 x    | 1.1160 =    | \$0.00     |
|                                                                    |                  | Demolition   | 1.00 x                                                                                                                                                             | 63.92 x     | 1.1160 =    | \$71.33    |
| Category 1 - Shingle Roof, Category 2 - Remove Sky light Total:    |                  |              |                                                                                                                                                                    |             | \$71.33     |            |
| Category 1 - Shingle Roof, Category 2 - Ridge Shingles             |                  |              |                                                                                                                                                                    |             |             |            |
| 29                                                                 | 07 31 13 00-0024 | LF           | Architectural Hip And Ridge Shingles                                                                                                                               |             |             | \$495.50   |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 80.00 x                                                                                                                                                            | 3.45 x      | 1.1160 =    | \$308.02   |
|                                                                    |                  | Demolition   | 80.00 x                                                                                                                                                            | 2.10 x      | 1.1160 =    | \$187.49   |
| Category 1 - Shingle Roof, Category 2 - Ridge Shingles Total:      |                  |              |                                                                                                                                                                    |             | \$495.50    |            |
| Category 1 - Shingle Roof, Category 2 - Shingles                   |                  |              |                                                                                                                                                                    |             |             |            |
| 30                                                                 | 07 31 13 00-0008 | SQ           | 265 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark Plus)                                         |             |             | \$9,558.71 |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 29.00 x                                                                                                                                                            | 295.35 x    | 1.1160 =    | \$9,558.71 |
| Category 1 - Shingle Roof, Category 2 - Shingles Total:            |                  |              |                                                                                                                                                                    |             | \$9,558.71  |            |
| Category 1 - Shingle Roof, Category 2 - Step Flashing              |                  |              |                                                                                                                                                                    |             |             |            |
| 31                                                                 | 07 62 00 00-0039 | SF           | 0.019" Thick, Mill Finish, Aluminum Flashing And Trim                                                                                                              |             |             | \$957.28   |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 77.00 x                                                                                                                                                            | 8.59 x      | 1.1160 =    | \$738.16   |
|                                                                    |                  | Demolition   | 77.00 x                                                                                                                                                            | 2.55 x      | 1.1160 =    | \$219.13   |
| Category 1 - Shingle Roof, Category 2 - Step Flashing Total:       |                  |              |                                                                                                                                                                    |             | \$957.28    |            |
| Subtotal for Category - Shingle Roof:                              |                  |              |                                                                                                                                                                    |             | \$19,881.13 |            |
| Category - SKY LIGHT REMOVAL                                       |                  |              |                                                                                                                                                                    |             |             |            |
| Category 1 - SKY LIGHT REMOVAL, Category 2 - Skylight              |                  |              |                                                                                                                                                                    |             |             |            |
| 32                                                                 | 08 63 13 00-0009 | EA           | 39-1/4" x 39-1/4" Inside Frame Dimensions, Class 1 Hail Rated, Acrylic/Acrylic Double Glazed Prismatic Lens, Industrial Style Fixed Dome, Aluminum Framed Skylight |             |             | \$339.07   |
|                                                                    |                  |              | Quantity                                                                                                                                                           | Unit Price  | Factor      | Total      |
|                                                                    |                  | Installation | 1.00 x                                                                                                                                                             | 303.83 x    | 1.1160 =    | \$339.07   |
| Contractors Note: Remove one skylight                              |                  |              |                                                                                                                                                                    |             |             |            |
| Category 1 - SKY LIGHT REMOVAL, Category 2 - Skylight Total:       |                  |              |                                                                                                                                                                    |             | \$339.07    |            |

Proposal Review Summary - Category Continues..

Job Order Number: 060388.00  
Job Order Title: Waterford Cohanzie FD Roof

| Rec#                                       | CSI Number       | Mod. | UOM          | Description                                                     | Line Total |          |         |          |
|--------------------------------------------|------------------|------|--------------|-----------------------------------------------------------------|------------|----------|---------|----------|
| Category - SKY LIGHT REMOVAL               |                  |      |              |                                                                 |            |          |         |          |
| 33                                         | 05 31 00 00-0020 |      | SF           | 1-1/2' Deep, 18 Gauge Open Ribbed Galvanized Steel Deck         |            |          |         | \$85.35  |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 18.00 x                                                         | 3.66 x     | 1.1160 = | \$65.35 |          |
| 34                                         | 08 11 16 00-0005 |      | LF           | 2" x 10" Wood Rafter                                            |            |          |         | \$62.14  |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 18.00 x                                                         | 3.48 x     | 1.1160 = | \$62.14 |          |
| 35                                         | 09 29 00 00-0006 |      | SF           | 5/8" Gypsum Board                                               |            |          |         | \$12.35  |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 9.00 x                                                          | 1.23 x     | 1.1160 = | \$12.35 |          |
| 36                                         | 09 29 00 00-0059 |      | SF           | Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board |            |          |         | \$6.43   |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 9.00 x                                                          | 0.64 x     | 1.1160 = | \$6.43  |          |
| 37                                         | 09 91 23 00-0058 |      | SF           | Paint Interior Plaster/Drywall Walls, 1 Coat Primer, Brush Work |            |          |         | \$6.73   |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 9.00 x                                                          | 0.67 x     | 1.1160 = | \$6.73  |          |
| 38                                         | 09 91 23 00-0060 |      | SF           | Paint Interior Plaster/Drywall Walls, 2 Coats Paint, Brush Work |            |          |         | \$12.96  |
|                                            |                  |      |              | Quantity                                                        | Unit Price | Factor   | Total   |          |
|                                            |                  |      | Installation | 9.00 x                                                          | 1.29 x     | 1.1160 = | \$12.96 |          |
| Subtotal for Category - SKY LIGHT REMOVAL: |                  |      |              |                                                                 |            |          |         | \$505.03 |

**Proposal Total** **\$82,437.23**

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

3

September 9, 2021

Mr. Thomas Dembek, Moderator  
Representative Town Meeting  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Moderator Dembek:

At the meeting of the Board of Finance held, Wednesday, September 8, 2021, it was voted to recommend to the Representative Town Meeting, to **merge lines 20523-57826 and 20523-57837 into 20523-57826 by transferring \$150,000 designated funds from 20523-57837 to 20523-57826 designated and then close line 20523-57837.**

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

Respectfully submitted,

*Ronald R. Fedor* <sup>mtm</sup>

Ronald R. Fedor, Chairman  
Board of Finance

RRF:mtm

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 16 PM 2:56  
*Ronald R. Fedor*  
TOWN CLERK

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



PHONE: 860-442-0553  
[www.waterfordct.org](http://www.waterfordct.org)

August 19, 2021

Mr. Ronald Fedor  
Chairman  
Board of Finance  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Chairman Fedor,

The Board of Selectmen, at their meeting on Tuesday, August 17, 2021 voted to approve the following request for merging of two lines;

To Consider And Act On the request from Director of Fire Services, Chief Howley to request the merging of two lines in our Capital Non-Recurring (CNR) Designated, under Hydraulic Equipment 20523-57826 & line 20523-57837 into one project. This project is currently in the evaluating stage of current equipment, planning and needs assessment for new equipment.

Finance Director, Kim Allen recommended to the Board of Selectmen that the lines be merged into line 20523-57826, due to being the line first established.

Therefore, I respectfully request that you consider and act on this requests. I have attached pertinent back up material from the designated department.

Sincerely,

*Rob Brule*

Robert Brule  
First Selectman

cc: Kimberly Allen, Director of Finance



Town of Waterford  
Director of Fire Services

204 Boston Post Road  
Waterford, CT 06385

August 3, 2021

First Selectman Rob Brule

15 Rope Ferry Road

Waterford, CT 06385

Re: Merging two CNR line items

On behalf of the Waterford Fire Services, I would like to request the merging of two lines in our Capital Non-Recurring (CNR) Designated, under Hydraulic Equipment 20523-57826 & line 20523-57837 into one project. This project is currently in the evaluating stage of current equipment, planning and needs assessment for new equipment.

Director of Fire Services

Michael J. Howley

C: Kim Allen, Director of Finance

Chief John Mariano, Cohanzie Fire Company

FIFTEEN ROPE FERRY ROAD  
WATERFORD, CT 06385-2886



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

4

September 21, 2021

Thomas Dembek  
Moderator  
Representative Town Meeting  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Mr. Dembek,

The Board of Selectmen, at their Meeting on Tuesday, September 21, 2021 unanimously voted the following:

"To consider and act upon, subject to approval of the Agreement by the Utility Commission, the approval of the proposed New London/Waterford/East Lyme Wastewater Collection, Conveyance and Treatment Agreement and to authorize the First Selectman to sign the Agreement on behalf of the Board of Selectmen."

The Utility Commission last night also approved the proposed Agreement and authorized Chairman Kirkman to sign on behalf of the Commission, thereby satisfying the "subject to" provision of the Board's motion. On behalf of the Board of Selectman, I am forwarding and recommending the adoption of the following proposed motion for the Representative Town Meeting: "To consider and act upon a recommendation from the Board of Selectmen to approve an agreement entitled 'New London/Waterford/East Lyme Wastewater Collection, Conveyance and Treatment Agreement' and authorize the First Selectman to sign said agreement on behalf of the Town of Waterford, subject to review by the Town Attorney as to form."

Please add this item to the Agenda for the October 4, 2021 meeting since, for reasons which will be explained at your meeting, this is a time-sensitive issue.

Sincerely,

Robert J. Brule  
First Selectman

cc: David Campo, Town Clerk

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 22 PM 1:52  
TOWN CLERK  
*David Campo*

**MINUTES  
BOARD OF SELECTMEN  
Regular Meeting  
September 21, 2021  
5:00 P.M.  
Waterford Town Hall (APPLEBY ROOM)**

RECEIVED FOR RECORD  
WATERFORD, CT  
2021 SEP 22 AM 10:29  
TOWN CLERK

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

**Members Present:** First Selectman Robert Brule, Selectwoman Jody Nazarchyk and Selectwoman Elizabeth Sabilia

1. **Call to Order & Roll Call-** First Selectman Brule called the meeting to order at 5:00pm
2. **Pledge of Allegiance**
3. **Public Comment: None**
4. **Utility Commission-** To Consider And Act on the proposed recommendation from the Utility commission on the New London/Waterford/East Lyme Wastewater Collection, Conveyance, and Treatment Agreement, and forward to the RTM for approval.

**MOTION** to Amend agenda item #4 by Sabilia, and seconded by Nazarchyk, VOTING IN FAVOR: unanimous **VOTE:3-0**

**After discussion and amendment, the following motion was adopted-** To consider and act upon, subject to approval of the Agreement by the Utility Commission, the approval of the proposed New London/Waterford/East Lyme Wastewater Collection, Conveyance and Treatment Agreement, forward to the RTM for approval, and to authorize the First Selectman to sign the Agreement on behalf of the Board of Selectmen

**MOTION** by Nazarchyk, and seconded by Brule, VOTING IN FAVOR: unanimous **VOTE:3-0**

**5. Fire Services-** To Consider And Act on the following request for the Director of Fire Services, Michael Howley to move the \$181,000 in line 20523-57826 (Hydraulic Equipment) from designated to appropriated, and forward to the Board of Finance for approval.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**6. Finance Department Bid Award - Project Management-State Project L152-0001 Cross Road Rehabilitation Project-**To Consider And Act on a recommendation from Rawle Dummett, Purchasing Agent, that VHB Engineering and Architecture be awarded the contract to perform these services.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**7. Disposition of Surplus of Equipment:** The Purchasing Agent, Rawle Dummett on behalf of the Police Department, respectfully seeks the Board's approval to dispose of the equipment listed below, in accordance with Town Property Ordinance, Chapter 2.112.020, These items are of no use to the town and will be disposed of via turned over to the Vinyl Technical High School, Criminal Justice and Protective Services.

- "Cogent" Automated Fingerprint Identification System console, serial number F15C009849

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**8. Assessor:** To Consider an act of the following request for the following Out Series Transfers from the Director of Finance, Kim Allen.

| Line No. | Org. Code | Object Code | Object Description | APPROVED<br>Budget<br>Amount | CURRENT<br>Available<br>Budget | ACCOUNT<br>INCREASE | ACCOUNT<br>DECREASE | REVISED<br>Available<br>Budget |
|----------|-----------|-------------|--------------------|------------------------------|--------------------------------|---------------------|---------------------|--------------------------------|
| 1        | 10104     | 52030       | PROFESSIONAL FEES  | 250.00                       | (15,000.00)                    | 50,000              |                     | 35,000                         |
| 2        | 10104     | 51110       | ADMINISTRATION     | 196,788.00                   | 178,582.92                     |                     | (50,000)            | 128,583                        |
| 3        |           |             |                    |                              |                                |                     |                     | 0                              |
| 4        |           |             |                    |                              |                                |                     |                     | 0                              |
| 5        |           |             |                    |                              |                                |                     |                     | 0                              |
| 6        |           |             |                    |                              |                                |                     |                     | 0                              |
| 7        |           |             |                    |                              |                                |                     |                     | 0                              |
| 8        |           |             |                    |                              |                                |                     |                     | 0                              |
| 9        |           |             |                    |                              |                                |                     |                     | 0                              |
| 10       |           |             |                    |                              |                                |                     |                     | 0                              |
|          |           |             |                    |                              |                                |                     |                     | 0                              |
|          |           |             |                    |                              |                                |                     |                     | 0                              |
|          |           |             |                    | TOTAL                        | 50,000                         | (50,000)            |                     |                                |

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**9.Finance Department Bid Award Goshen Fire Department-** Goshen Air Conditioning Replacement: To Consider And Act on a recommendation from Rawle Dummett, Purchasing Agent, that Dunklee Inc. the lowest qualified bidder, be awarded the contract to complete this project in the amount of \$20,689.00. Funds will be available from Line Item 32322 -55881 Goshen AC.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

# **10. Appointments and Resignations:**

**10a.** To consider and act on the appointment of Joseph C. Butts Jr.(R) to the Harbor Management Commission as an alternate to fill the term from 2/17/2021 - 2/16/2024.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**10b.** To consider and act on the reappointment of Steve Elci to the Recreation & Parks Commission to fill the term from 8/31/2021 -8/30/2024.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**10c.** To consider and act on the reappointment of Edward Murphy to the Recreation & Parks Commission to fill the term from 8/31/2021 -8/30/2024.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**10d.** To consider and act on the reappointment of Nan Scheiber to the Recreation & Parks Commission to fill the term from 8/31/2021 -8/30/2024.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**10e.** To consider and act on the appointment of Jordan Dunkerley to the Youth & Family Services Advisory Board to fill the term from 6/1/2021 -6/1/2022.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

**10f.** To consider and act on the appointment of Briana Smith to the Youth & Family Services Advisory Board to fill the term from 6/1/2021 -6/1/2022.

**MOTION** by Nazarchyk, and seconded by Sabilia, VOTING IN FAVOR:  
unanimous **VOTE:3-0**

## **11. Correspondence**

**11a.** Invite to ribbon cutting at Waterford Beach, September 24, 2021 at 3:00pm

## **12. New Business**

**12b.** The Board of Selectman next food Drive at the Harvest Festival on October 9, 2021.

## **13. Consent Agenda**

**13a. Tax refund-\$35,893.16 APPROVED**

**13b. Minutes September 7, 2021-APPROVED**

14. **Adjournment-** was made by Ms. Nazarchyk and seconded by Ms. Sabilia to adjourn at 6:13 pm. VOTING IN FAVOR; unanimous, **VOTE:3-0**

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Cindy Dupointe".

Cindy Dupointe  
Recording Secretary

**THE  
NEW LONDON / WATERFORD / EAST LYME  
WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT AGREEMENT  
QUESTIONS & ANSWERS**

1) What is it?

A contract between New London, Waterford and East Lyme to collaborate in managing the communities' wastewater by conveying all the wastewater to New London's Piacenti Treatment Facility and sharing of capital expenditures and the annual operational cost of the treatment facility, as well as other treatment facilities, proportionally based on each communities' wastewater flow through all the shared facilities. For the treatment plant, capital cost-sharing is based on capacity allocation.

2) What is the background?

Waterford has been sending its wastewater to New London since approximately 1977 with remarkable success and virtually without complications. East Lyme began sending its wastewater through Waterford to New London's Piacenti Facility in 1988. Since then the three communities have enjoyed a mutually beneficial, almost problem-free relationship.

3) Why has the regional wastewater agreement worked so well to date?

In sum, each community has derived significant benefits: Waterford and East Lyme are able to avoid the mammoth costs of building, staffing and maintaining their own wastewater treatment facilities and New London is able to reduce its costs to operate the facility by Waterford and East Lyme's financial contributions to the facility's operation in exchange for New London's treatment of their respective wastewater.

4) How long is the proposed Agreement?

Twenty years with an option for an additional 10.

5) What are the specific benefits of the Agreement for Waterford?

- A) As noted above, avoidance of the cost of building, staffing and maintaining our own facility.
- B) It provides continued protection of the environment from adverse effects of poor wastewater management (the State's environmental policy requires that coastal communities, in particular, reduce onsite septic systems and utilize wastewater treatment facilities such as Piacenti, which is why Waterford has built its wastewater collection and conveyance system over the last approximately 45 years).
- C) Also provides stable, predictable and reasonable residential and commercial sewer use rates. Waterford has enjoyed remarkably stable rates throughout the existing 30

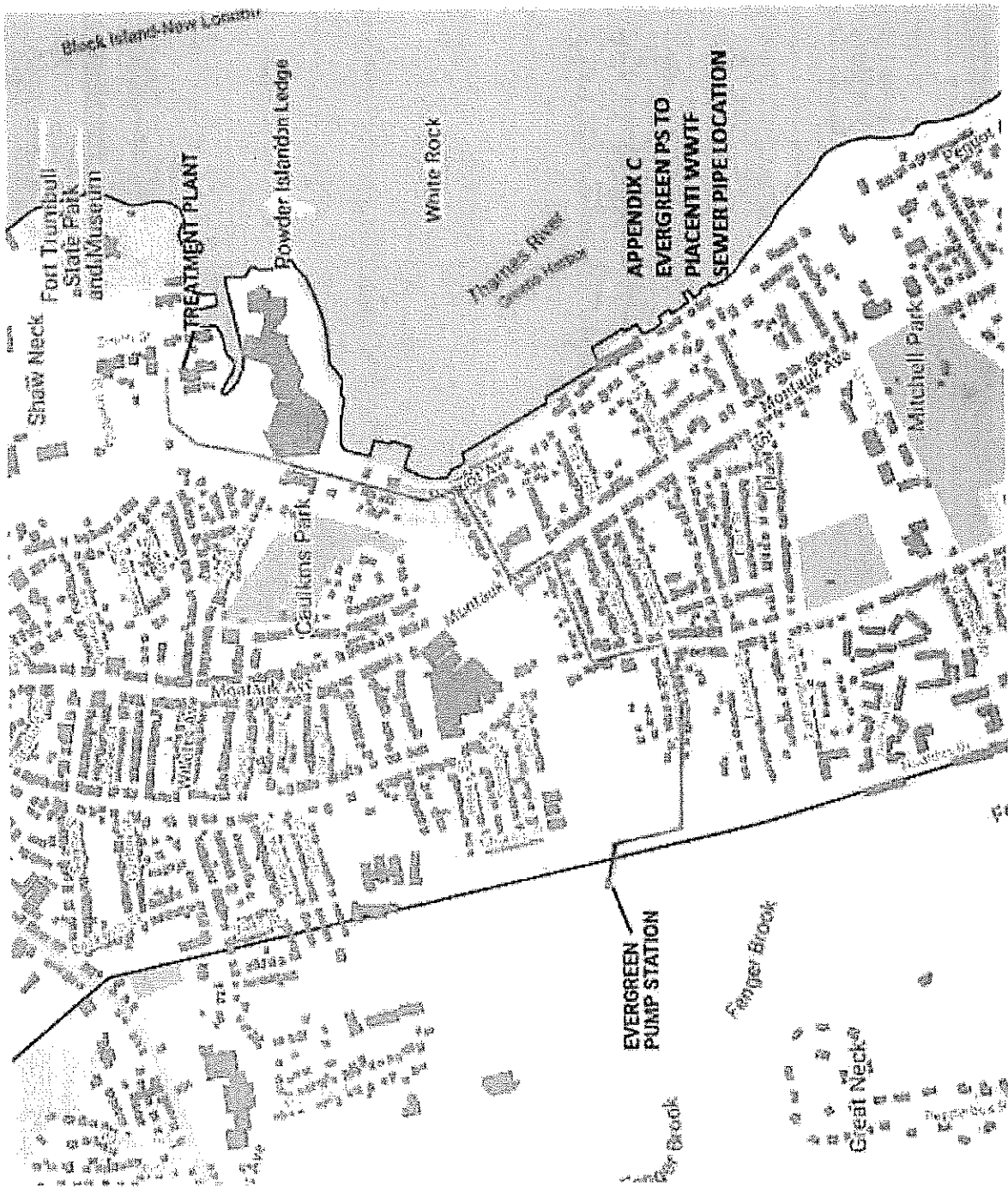
year agreement (i.e. no rate increase for last 11 years) and the new agreement's maintenance of the existing billing methodology lays the foundation for continued reasonable predictable rates across the term of the proposed Agreement.

- D) The proposed Agreement fosters and facilitates sound economic development opportunities. Predictable, reasonable sewer use charges are a critical component of the Town's ability to recruit quality businesses to make long term investments in Waterford so as to grow the grand list and create jobs.

6) How is the proposed agreement different than the current Agreement?

The basic goal of the negotiations have been to build upon and largely maintain the mutually beneficial, collaborative relationship which has existed between the communities over the 30 years of the current Agreement. Notwithstanding this joint commitment to preserve the "best" of the current Agreement and avoid trying to fix something which by and large wasn't broken, the following are some of the "improvements," from Waterford's perspective, of the proposed Agreement:

- A) It reflects Waterford's recent efforts to use enhanced metering to document Waterford's flow to the Piacenti Facility. In recent years, Waterford has invested \$65k in new meters to ensure it is only being charged at the Piacenti Facility for our flow (since some flow comes from New London, goes through Waterford's Evergreen Pump Station and then is sent to Piacenti).
- B) New London will be now responsible for its proportional share of the O&M and capital requirements of Waterford's Evergreen Pump Station based on its flow into Evergreen.
- C) Waterford and East Lyme will be increasing their proportional responsibility for maintenance and repair of the force and pressure mains from Evergreen to Piacenti based on the fact that most of the flow through these mains is from Waterford and East Lyme (this approach is modeled on how Waterford charges East Lyme for the Logger Hill transmission line).
- D) New London's annual treatment billing has been revamped so as to afford all parties more timely information about the annual billing and enhance cost predictability for Waterford and East Lyme and cash flow for New London.
- E) The parties have agreed to address, early in this next contract period, the use of Waterford's infrastructures by communities geographically beyond New London, Waterford and East Lyme.
- F) The parties renewed their commitment to maintaining prudent levels in their respective capital accounts used to address future capital expenditures at New London's Piacenti Facility and Waterford's Evergreen Pump Station and to timely reporting regarding the status of balances in these accounts.



**DRAFT**

**Date: 09/22/2021**

**THE  
NEW LONDON / WATERFORD / EAST LYME  
WASTEWATER COLLECTION, CONVEYANCE AND TREATMENT AGREEMENT**

**DATED: \_\_\_\_\_, 2021**

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**NEW LONDON / WATERFORD/ EAST LYME**  
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## **PART I – INTRODUCTION**

### ***SECTION 1 – RECITALS***

**WHEREAS**, the City of New London and the Town of Waterford entered into an Agreement dated April 10, 1975 regarding the construction and operation of a wastewater treatment plant and related facilities located in the City of New London; and

**WHEREAS**, the City of New London, the Town of Waterford and the Town of East Lyme entered into a 30-year Agreement dated January 10, 1990 regarding the operation of a wastewater treatment plant and related facilities located in the City of New London; and

**WHEREAS**, the purpose of this Agreement is to continue the mutually beneficial collaboration between the City of New London and the Towns of Waterford and East Lyme which have developed an interconnected wastewater collection, conveyance and treatment system. The collection, conveyance and treatment facilities located in each community are owned by their respective communities. This Agreement establishes the terms, conditions and respective rights and responsibilities regarding the operation and shared use of this interconnected system.

**NOW THEREFORE**, the Parties agree to the following:

For the purpose of this Agreement, the following terms shall have the meaning set forth below:

### ***SECTION 2 – DEFINITIONS***

“Capital Account” means an account established separately for each of the Parties and maintained by the City which will reflect the accumulated capital payments, interest accrued and reserves created by each Party and not yet expended for Capital Improvements. The beginning balances for each Party at the time of the signing of this Agreement are attached as **Appendix A** ‘Beginning Balances of Capital Account’.

“Capital Improvements” means the acquisition, construction, reconstruction, rehabilitation, demolition or replacement of shared infrastructure under terms and conditions as detailed in Part V herein.

“Evergreen-Piacenti Force and Pressure Mains” means the dedicated force and pressure mains connecting the Evergreen Pump Station to the Piacenti Facility predominately in New London, as constructed under City of New London Contract 11 and Town of Waterford Contract 5.

“Evergreen Pump Station” means the Town of Waterford wastewater pumping facility located at 52R Miner Lane, Waterford, CT, constructed under Contract 5 & 5A.

“Municipalities” means New London, Waterford and East Lyme; “municipality” means any one or more of the municipalities, as the context may dictate.

“Parties” means the City of New London (hereinafter called “City”), represented by the New London Water and Water Pollution Control Authority, the Town of Waterford (hereinafter called “Waterford”) represented by Waterford Utility Commission, and the Town of East Lyme (hereinafter called “East Lyme”) represented by the East Lyme Water & Sewer Commission.

“Piacenti Facility”, means the City of New London's existing treatment plant, known as the “Thomas E. Piacenti Regional Water Pollution Control Facility”.

“Planned Capital Project” means a capital improvement project that the City or Waterford has planned well in advance allowing the City or Waterford ample time to notify the other Parties of the cost and timing of the project.

“Third party(ies)” means any town, city, or entity whether public, quasi-public, or private, located outside of the jurisdictional boundaries of the City of New London, Town of Waterford, and/ or the Town of East Lyme.

“Towns” means Waterford and East Lyme; “town” means either of the towns, as the context may dictate.

### ***SECTION 3 – DESCRIPTIONS OF THE SHARED, INTEGRATED COLLECTION, CONVEYANCE AND TREATMENT SYSTEMS***

#### **A) SHARED INFRASTRUCTURE OF THE PARTIES**

##### **1. NEW LONDON’S SHARED TREATMENT SYSTEM (PIACENTI FACILITY)**

The Piacenti Facility with a design capacity at the time of the signing of this Agreement of 10,000,000 gallons per day and consisting of:

- a. The primary treatment plant and related facilities which existed on April 30, 1975, January 10, 1990, and as of the date of the signing of this agreement, including such land which was, and continues to be, owned by the City on said dates hereof, and

Additional wastewater treatment plant and related facilities as follows: all modifications at the Piacenti Facility, including additional pretreatment and primary and secondary wastewater treatment and sludge handling facilities, the control building, flood prevention work, including the concrete seawall along the ocean side of the plant and the raising of the concrete walls of the existing primary settling tanks, the outfall sewer from said Piacenti Facility to the New London harbor channel, modifications to the so-called pumping stations Nos. 6 and 7, the reconditioning land for said Piacenti Facility, being Phase II and a portion of Phase I of the improvements to the City’s wastewater system set forth in the report entitled “City of New London Connecticut Report Upon Improvements to Wastewater Works”.

- b. Where the context allows, any additions, improvements or modifications to the wastewater treatment plant and related facilities made during the past Tri-Town Agreement dated 1/10/1990. Ownership and title to said Piacenti Facility shall remain with the City.

## **2. WATERFORD'S SHARED COLLECTION, CONVEYANCE, AND PUMPING SYSTEM**

Waterford's existing interceptor sewers, force mains and other directly related facilities located as follows: beginning at the intersection of Gallup Lane and Rope Ferry Road, extending in a general easterly direction to and including the Evergreen Pump Station (hereinafter "Evergreen PS") near the boundary between the City and Waterford, and connected at that point with the City's wastewater system. The collection and conveyance component of this system is shared by East Lyme and Waterford. The Evergreen PS component of this system is shared by East Lyme, Waterford, and New London. Said wastewater conveyance system is more particularly described in a map or plan or report entitled "Map Showing the General Location of Selected Wastewater Conveyance Facilities in the Town of Waterford Comprised of East Lyme Sewer Main and Waterford Wastewater Conveyance System Date: August 23, 1988 Not to Scale by Consulting Environmental Engineers, Inc." See **Appendix B** 'Waterford's Shared Collection Conveyance and Pumping System'. Ownership and title to the sewers and related facilities located in Waterford is in the Town of Waterford.

## **3. NEW LONDON'S SHARED CONVEYANCE SYSTEM – EVERGREEN TO PIACENTI FORCE AND PRESSURE MAINS**

The Evergreen to Piacenti-force and pressure mains are that piping infrastructure together with a corrosion and odor control infrastructure and other appurtenances constructed under New London Contract 11 (circa 1975), and are owned by the City of New London. The location of such infrastructure is described as follows: from outside of, and just east of the Evergreen PS, beginning at the New London/Waterford municipal boundary line, then in a southerly and easterly direction along Evergreen Avenue in New London to the intersection with Ocean Avenue in New London, then in a northerly direction along Ocean Avenue to the intersection with School Street, then in an easterly direction along School Street to the intersection with Montauk Avenue, then in a northerly direction along Montauk Avenue to the intersection with Converse Place, then in an easterly direction along Converse Place to the intersection with Pequot Avenue, then in a northerly direction along Pequot Avenue to the intersection with Trumbull Street, then in an easterly direction along Trumbull Street to about the intersection with Nameaug Street near the Piacenti Facility. See **Appendix C** 'Evergreen PS to Piacenti WWTF Sewer Pipe Location'. This system exclusively transports wastewater from the Evergreen PS in Waterford to the Piacenti Facility. According to Contract 11 plans, there are no other connections into this system along this route.

## **B) SHARING OF PARTIES' INFRASTRUCTURE**

### **1. CURRENT NON-PARTY USERS OF PARTIES' INFRASTRUCTURE**

Point O' Woods

### **2. CURRENT NON-PARTIES WITH RIGHTS TO USE PARTIES' INFRASTRUCTURE**

- a. The Miami Beach Association and The Miami Beach Association Water Pollution Control Authority
- b. Old Lyme Shores Beach Association and The Old Lyme Shores Beach Association Water Pollution Control Authority
- c. The Old Colony Beach Club Association and The Old Colony Beach Club Association Water Pollution Control Authority
- d. Town of Old Lyme, a municipal corporation, and Old Lyme Water Pollution Control Authority

### **3. POTENTIAL FUTURE NON-PARTY USE OF PARTIES' INFRASTRUCTURE**

All Parties affected by any additional expansion of the use of this interconnected wastewater infrastructure outside of the Parties' territorial limits will be advised of the terms and conditions associated with such additional sharing of a Parties' infrastructure.

Within five years of the signing of this Agreement the Parties shall commence negotiations to establish terms and conditions for the conveyance and treatment of wastewater by non-party users who currently have no rights to the parties shared infrastructure system.

## **PART II – METERING FLOW**

### ***SECTION 1 – MEASUREMENT OF FLOWS***

East Lyme has installed and will maintain a flow measuring device at the Niantic pumping station which meets mutually acceptable specifications to measure, record and transmit the volume of wastewater flow from East Lyme to Waterford.

Likewise, Waterford has installed and will maintain flow measuring devices at the Evergreen PS which meet mutually acceptable standards at the connection between its sewer interceptor and the City's wastewater system to measure, record and transmit the combined volume of wastewater flow from East Lyme and Waterford, and certain areas of the City of New London to the Piacenti Facility.

Additionally, New London has installed and will maintain flow measuring devices which meet mutually acceptable specifications at the Piacenti Facility to measure and record the total wastewater volume.

New London recognizes that at Waterford's own cost, Waterford has installed flow meters which meet mutually acceptable standards to measure wastewater flowing from the City into the Waterford Collection system. These meters are located at (1) Boston Post Road, (2) Chester Street, (3) just east outside of the Evergreen PS (Niles Hill Interceptor meter), and (4) at the East Neck pumping station in Waterford. All of these meters will measure the flows generated by the City that discharge into the Waterford collection system, except the East Neck PS meter which will measure the flow generated in Waterford that discharges into the City system, but then returns (flows back) to the Waterford system. A map with the locations of these meters is shown in **Appendix D 'Inter-Municipal Flow Meters'**.

There may be additional meters throughout the shared conveyance system that may be deemed essential to determine flows between the Towns and the City. New London will keep a list of all the essential meters in the system that need to be tested, calibrated and certified on a yearly basis, and will be responsible for arranging for the testing, calibration and certification of such meters and will report the results of said testing to the Towns annually. The cost of testing, calibrating and certifying each meter will be charged back to each Town on the spring quarterly bill for the number of meters for which each Town is responsible. For example if East Lyme has one meter that registers its flow going to Waterford, it would be charged for the cost of testing and calibrating that meter. Waterford and New London have more meters to monitor flows going from Waterford to New London and vice-versa. The financial responsibility for any and all expenditures associated with the maintenance, testing, calibration, or replacement of the meters is as follows: the Niantic pumping station meter in East Lyme (East Lyme); the main meter at the Evergreen PS that measures the flow into the Evergreen-Piacenti Main (each party flow proportion cost sharing); the main meter that measures the total flow at the Piacenti Facility (each party flow proportion cost sharing); the Boston Post Road meter (New London); the Chester Street meter (New London); the Niles Hill Interceptor meter located just east of the Evergreen PS (Waterford/New London shared equally); and the East Neck pumping station meter (Waterford).

## ***SECTION 2 – STANDARDS OF FLOWS/PERMITS***

A. The City will accept, treat and discharge the wastewater flow from the Towns in the same manner in which it accepts, treats and discharges wastewater flow from within the City and shall be responsible to such state or federal authorities as may have jurisdiction over it with respect to the manner and treatment of and the discharge of such wastewater.

B. The National Pollution Discharge Elimination System permit for the operation of the Piacenti Facility having been issued to the City, the City shall have the right to inspect, sample and test wastewater discharged by the Towns into the Piacenti Facility. Either Town also shall have the right to inspect, sample and test wastewater discharged by the Towns and the City into the Piacenti Facility. In the event that such samples or tests provide evidence of a user within the City or either

Town discharging material into the Piacenti Facility or Evergreen which causes non-compliance with the terms of said permit or any amendments or modifications to said permit, or noncompliance with any applicable federal, state or local statute, ordinance or regulation, the municipality which obtains such evidence shall immediately notify the Town or City within which the offending user is located. Upon receipt of such notice, the Town or City within which the offending user is located shall promptly require pre-treatment of the discharge of said material by the offending user. The Towns and the City shall include provisions for enforcement of the provisions of this paragraph in their respective sewer ordinances, together with provisions for the recovery from an offending user of any fines or damages which may be incurred by the City and the Towns as a result of the discharge of said material into the Piacenti Facility or the Evergreen PS. If any Party suspects a problem with the quantity, quality or flow of wastewater to the Piacenti Facility or the Evergreen PS, it may notify the generating Party or Parties of the need to inspect or test the wastewater or equipment. If the generating Party fails to make such inspection or test within two weeks, the complaining Party may do so.

C. The City and the Towns will not discharge into the City's wastewater system any wastewater which contains substances not amenable to treatment in the Piacenti Facility or which are not amenable to treatment therein to the degree required by regulatory agencies having jurisdiction over the discharge of effluent into New London harbor and under no conditions shall the City or the Towns discharge wastewater into the City's wastewater system which shall have a concentration of biochemical oxygen demand (BOD) in excess of 240 average milligrams per liter or concentration of suspended solids in excess of a concentration of 240 average milligrams per liter.

D. The Water and Water Pollution Control Authority of the City has promulgated rules and regulations consistent with state and federal statutes, regulations and guidelines with respect to the operation of the wastewater treatment plant and related facilities, which rules and regulations, as they may be amended or modified from time to time to remain consistent with and in conformance to federal and state statutes, regulations and guidelines, shall be adhered to and enforced by the Towns and the City. If the City or either Town proposes to adopt new rules and regulations which affect the Piacenti Facility and are more stringent than those required by state and federal and the City's guidelines, the respective Water Pollution Control Authorities of each Town shall agree upon the necessity and terms of such rules and regulations before they are adopted, except that the City and Towns may apply and enforce any such more stringent rules and regulations within their own boundaries before agreement by all Parties regarding the necessity and terms of such rules and regulations.

### **PART III – TREATMENT CHARGES**

#### ***SECTION 1 – DETERMINATION OF OPERATING BUDGETS & BILLING***

The City Director of Public Utilities is responsible for the development and transmittal of the annual operating and maintenance budget for the Piacenti Facility. The budget shall include the following:

- A. All City Sewer administration costs applicable to running the Piacenti Facility
- B. All the Operation and Maintenance (hereinafter "O&M") costs of the Piacenti Facility
- C. The utility costs of the Piacenti Facility
- D. Any other costs associated with the facility including but not limited to: an annual line item specifically for "Plant Enhancements". The intention and amount of this line item is further discussed in Part V – Section 2 of this Agreement

The following is the timeline of the annual budget:

1. If there are any "Planned Capital Projects" that exceed \$750,000, the initiating Party is to notify the other Parties no later than January 1<sup>st</sup> of the year prior to the fiscal year in which such project is proposed to commence.
2. The City Director of Public Utilities will email the Town's designated staff representative the proposed fiscal year operating and maintenance budget by February 1<sup>st</sup> so that the Towns will have an ample opportunity to review the budget.
3. The Towns shall respond back to the City by February 15<sup>th</sup> if they have any input, discrepancies or to ask any questions as necessary.
4. By April 15<sup>th</sup>, the proposed budget will be divided by the prior year's total Facility flows to derive an estimated cost per 1,000 gallons for the next fiscal year (see Sample Bill Calculation in **Appendix F**).
5. Each Town's share of the costs agreed upon under Part III, Section 1 (A-D) of this Agreement for operating, repairing and maintaining the Piacenti Facility to the mutual benefit of the Parties shall be an amount which shall bear the same ratio to such costs as the actual volume of each Town's wastewater treated in the Piacenti Facility bears to the total actual volume of wastewater treated in the Piacenti Facility.

If,

- A.  $ELNET$  = East Lyme Flow as measured at the Niantic PS minus any flow from entities covered under Part I, Section 3, B.2 – Current Non-Parties with Rights to use Parties Infrastructure that have a separate treatment agreement with the City, and
- B.  $T$  = Total Flow into the Piacenti Facility, and
- C.  $NPC$  = Piacenti Facility operating, maintenance and repair costs plus the Piacenti Facility's share of common administrative costs,

(i) Then, East Lyme's bill =  $(ELNET/T) \times NPC$ ,

And If,

- A.  $EGPS$  is the total flow (regardless of origin) through the Evergreen PS, and
- B.  $BPR$  is the flow measured by the Boston Post Road NL/Wtfd boundary meter, which measures flow from New London only, and
- C. Chester St. is the flow measured by the Chester St. meter at the

- D. NL/Wtfd boundary line, which measures flow from New London only, and NHI is the flow measured by the Niles Hill Interceptor meter located to the east of the Evergreen PS that measures flows coming from New London and from Waterford via the East neck PS in Waterford, and
- E. East Neck is the flow measured by the meter located at the East Neck PS that measures flow that generates in Waterford but discharges into New London, and
- F. Upper Broad Street is that area in Waterford (see **Appendix E** 'Waterford Properties Discharging into New London') that discharges wastewater into the New London's Collection system. Total flow calculated as per metered or estimated water consumption for those without City water, and
- G. EL = East Lyme flow as measured at Niantic PS, and
- H. WTFNLTP is the wastewater flow generated within the political boundaries of the Town of Waterford, then

$$\text{WTFNLTP} = [\text{EGPS} - (\text{BPR} + \text{Chester St.} + \text{NHI} + \text{EL} - \text{East Neck} - \text{Upper Broad Street})]$$

(ii) Then, Waterford's bill =  $(\text{WTFNLTP}/T) \times \text{NPC}$

6. New London shall provide a finalized approved budget amount by April 30.
7. The City shall bill the Towns on a quarterly basis. The bills shall be sent out within two weeks of August 15<sup>th</sup>, November 15<sup>th</sup>, February 15<sup>th</sup> and May 15<sup>th</sup> of each year. Payments for these bills shall be made no later than 45 days from the date of the invoice. For the purpose of quarterly reconciliation each invoice will be calculated by using the per 1000 gallons cost as illustrated (in the example above it would be \$1.9592 / 1000 gallons) times the trailing 3 months flow of that Town (for instance the August 15<sup>th</sup> bill would be based on the Towns flows from May, June and July and the November 15<sup>th</sup> bill would be the flow from August, September and October). It is the responsibility of the Towns to send their monthly flow data to the City Director of Public Utilities each month. If the City Director of Public Utilities would rather not use the trailing 3-month flows methodology, he/she can ask each Town by July 1<sup>st</sup> of each year what their projected flows will be for the coming year and take a quarter of that amount for each billing period.
8. At the May billing, the reconciliation from the previous fiscal year along with any septage and/or nitrogen credits would be processed with that billing cycle (i.e.: the May 2022 bill would adjust for the FY 20-21 cycle which ran from July 1, 2020 thru June 30, 2021). During the May billing, the Towns would be charged for the cost of the annual testing/calibration of the meters they are responsible for as determined in Part II, Section 1 of this Agreement.

## **PART IV – EMERGENCY REPAIRS**

### ***SECTION 1 – EMERGENCY REPAIRS***

The City may make such emergency repairs necessitated from time to time for operational reasons. The cost of said emergency repairs shall be paid out of the capital funds accounts for each respective party at the capital projects percentages for the wastewater treatment facility. The City may make emergency repairs without a prior agreement between the City and the Towns.

Waterford may make such emergency repairs necessitated from time to time for operational reasons. The cost of said emergency repairs shall be paid out of the capital funds accounts for each respective party at the capital projects percentages for the Evergreen PS. Waterford may make emergency repairs without a prior agreement between the City and East Lyme.

## **PART V – SHARED RESPONSIBILITIES FOR CAPITAL AND O&M**

### ***SECTION 1 – CITY TO SERVE AS CUSTODIAN OF CAPITAL ACCOUNTS***

A separate ledger for each of the Capital Accounts will be maintained by the City on behalf of each of the Parties. The funds in the Capital Accounts shall be invested by the City in the same instruments and with the same prudence as is required by State statute and regulation for the investment of municipal funds generally. All income from the investment of the Capital Accounts shall be credited to each municipality's Capital Account in the same proportion as the respective balances of the Capital Account of each municipality at the time the income was accrued. An accounting of the balances and all transactions affecting the Towns' Capital Accounts will be provided to the Towns by the City each spring as soon as the City's audit is complete. Either Town may request a balance of their Capital Account at any time during the year. The City shall provide said balance within ninety days of any such request.

### ***SECTION 2 – PLACENTI FACILITY CAPITAL IMPROVEMENTS***

Any principal and interest payments for existing bonding obligations shall be billed based on the Parties' capacity allocation (New London – 55%, Waterford – 30% and East Lyme – 15%). For example if there was \$300,000 of principal and interest in a given year from a previously bonded project, East Lyme would be charged 15% and Waterford would be charged 30% of the total charged in quarterly payments (East Lyme would owe \$45,000/ 4 for quarterly capital payments of \$11,250 while Waterford would owe \$90,000 / 4 for quarterly payments of \$22,500). If there are any other capital costs, they would be apportioned in the same manner. The Towns would have the choice of directing the City to take capital costs from their Capital Account so long as they keep the minimum balance as determined below.

At the beginning of this Agreement, pre-determined minimum amounts have been set for each of the Parties' Capital Accounts. The purpose of this minimum is to create a reserve if a large emergency expenditure needs to be made quickly in the future. The predetermined amounts were determined based on each Parties' capacity allocation: New London (55%), Waterford (30%) and

East Lyme (15%). Based on these percentages, the minimum amounts to be kept in each capital account at all times is as follows: New London - \$1,833,333, Waterford - \$1,000,000 and East Lyme - \$500,000. The total minimum cumulative amount in all the Parties Capital Accounts at any time shall be \$3,333,333. Any of the Parties will be allowed to go below their minimum amount only with the approval of the other Parties. These minimum balances will increase each year of this Agreement by a 2% escalation factor so that these minimum balances stay relatively current with inflation throughout the length of the Agreement. If at any time either of the Towns choose to put more money into their Capital Account, it may at any time deliver to the City funds in any amount greater than \$5,000 with direction to deposit the funds into its respective Capital Account and the City shall immediately deposit the funds into that account.

In the first year of the Agreement, the minimum cost of a Capital Improvement is \$50,000, with a 2% increase annually throughout the length of the Agreement.

There will be a line item each year of this Agreement in the Piacenti Facility Operating budget for "Plant Enhancements Not Meeting the Capitol Improvement Threshold". The reason for this line item is to allow the City the ability to make repairs and small improvements to the Piacenti Facility which cost less than the minimum capital improvement threshold as identified in this Agreement. This "Plant Enhancement" line item shall be capped at a total of \$250,000 in the first year of the Agreement; and may increase 2% annually throughout the Agreement. The City will provide the Towns with a list of each of the plant enhancements and their cost at the time of the annual reconciliation.

Any capital improvements beyond the threshold as identified in this section would come out of each Parties' Capital Account proportionally in accordance with their capacity allocation: New London (55%), Waterford (30%) and East Lyme (15%). If the City determines that a Planned Capital Project to the Piacenti Facility is necessary, and so long as the capital improvement is over \$250,000 but under \$750,000, and each municipality has enough funds in its Capital Account to cover its share of the anticipated cost, then the City is required at a minimum to notify the Towns in writing before entering into any contract for or spending any money on that Capital Improvement so that the Towns are aware of these proposed expenditures. The notice to the Towns should include at a minimum the following: a description of the capital improvement, any backup documentation including a court or regulatory order, decree, permit, legislation, regulation or other reason necessitating the capital improvement, the estimated cost, the anticipated schedule for construction and payment for the Capital Improvement. Funds will be withdrawn from each of the Capital Accounts appropriately throughout the project to pay for financial obligations to the contractor/vendor.

If a particular municipality does not have sufficient funds in its Capital Account to pay for its share of the Capital Improvement, the funds in its Capital Account shall first be expended down to its minimum amount and the remainder shall be paid into the Capital Account by that Town either in a lump sum or in installments, provided that payment into the Capital Account shall be made at least 30 days prior to the day by which the City must make a payment for the Capital Improvement. If such payments as indicated above are late, then interest shall be paid to the City at a rate equal to the rate of interest paid by the City for its most recent issue of general obligation bonds plus one

percentage point. If the City determines that any of the Town's Capital Accounts are within 10% of their minimum threshold, the City will notify the Town of its low balance.

All monies deposited into Capital Accounts as identified in this Agreement shall remain in the Capital Account until actual payment is due and owed to a contractor/vendor providing goods or services for the Capital Improvement. At that time, the City will withdraw from the Capital Accounts the amount necessary to pay the contractor/vendor in the following proportions: 55% from the New London Capital Account, 30% from the Waterford Capital Account, and 15% from the East Lyme Capital Account.

At no time in this Agreement may either of the Towns request to withdraw funds from its Capital Account unless it is approved by all Parties. The funds in all of the Capital Accounts may be used only to contribute to Capital Improvements to the facility and/or other shared sewer infrastructure.

The approach each municipality employs to generate funds for an additional capital contribution required for a Capital Improvement shall be within the sole discretion of each municipality. Nothing in this Agreement shall preclude two or more of the Parties from mutually agreeing to a joint financing mechanism or other financial cooperation so long as none of the rights and expectations the other Party to this Agreement is prejudiced or disadvantaged thereby.

Any Planned Capital Improvement that exceeds \$750,000 would be an expense that the City or the Towns may want to bond to protect their capital account balances. In this event, the City must notify the Towns in writing by January 1<sup>st</sup> of such a planned capital expense for the coming fiscal year starting July 1<sup>st</sup>.

The Towns will have until March 1<sup>st</sup> to respond back to the City if they have questions as to the need for the Capital Improvement or to better understand the costs of the project. If one or both of the Towns needs further clarification and/or understanding of the need for the Capital Improvement, representatives of each Party shall meet at the earliest convenience to discuss the project in more detail. If one of the parties determines after good faith discussions that they still disagree with the capital project moving forward, the Party which so concludes this shall send an email to the City Director of Public Utilities by April 1<sup>st</sup>. At this time, the Party in disagreement may invoke the dispute resolution mechanism identified in Part VIII, Section 2 of this Agreement by May 1<sup>st</sup>. If it does not invoke the dispute resolution mechanism by May 1<sup>st</sup>, then that Capital Improvement will proceed as planned.

### ***SECTION 3 – SHARING COSTS FOR CAPITAL IMPROVEMENTS AND O&M FOR THE USE OF THE EVERGREEN TO PIACENTI FACILITY MAINS AND THE USE OF THE EVERGREEN PS***

The cost for O&M as well as capital expenditures for the Evergreen to Piacenti Facility Force and Pressure Mains are considered separate from the Piacenti Facility. This infrastructure was constructed in 1975. Between the years of 1975 thru 1993, only wastewater generated in Waterford was conveyed through the system. Thereafter, wastewater generated in East Lyme and certain areas of New London, when New London pumping stations were eliminated and the

wastewater sent to Waterford, also began to flow through this infrastructure via pumping from the Evergreen PS.

Under the previous 1991 Tri-Town Agreement, the O&M cost-sharing distribution for the Piacenti Facility as well as for the conveyance system infrastructure was based on the total annual flows from each community into the Facility. Capital expenditures cost-sharing for both the treatment facility and the conveyance system was based on the treatment allocation for each community at the plant: New London (55%), Waterford (30%), and East Lyme (15%). However, under this 2021 Agreement, the conveyance system is exclusively for flow from the Evergreen PS to the Piacenti Facility and the proportional responsibility for such O&M and capital expenditures shall be based on the actual flow from each of the communities.

#### **For the Evergreen to Piacenti Facility Mains**

**O&M Expenditures** – The following constitutes the expenditures for the force/pressure main to the Piacenti Facility expenditures to be attributed to O&M: field labor, parts, materials, and equipment associated with single expenditures less than \$25,000 including but not limited to: annual inspections, cleaning of the pipes, closed-circuit television (CCTV) activities, clearing stoppages, minor repairs, maintenance, equipment, and chemicals associated with odors and corrosion control, and other activities associated with O&M of collection systems. The O&M expenditures incurred during the fiscal year, together with the flow percentages, will be used to calculate each Party's cost for that year and will be billed on the May bill.

**Capital Improvements** - means the acquisition, construction, reconstruction, rehabilitation, demolition or replacement of the Evergreen PS to Piacenti Facility Conveyance System, or major components thereof. Capital Improvements include repairs which cost, exclusive of the labor cost of City or Town employees, more than \$25,000. This figure will increase 2% each year of the Agreement. Other than the percentage of cost sharing, capital expenditures threshold, and notifications associated, such expenditures with this conveyance system will be handled in the same manner as capital expenditures associated with the Piacenti Facility as described above. The Capital Improvements incurred during the fiscal year together with the flow percentages will be used to calculate the Parties' cost sharing, to be billed in the same manner as capital expenditures at the Piacenti Facility. Each of the parties may use the balance in its Capital Account to pay their share so long as the Account stays above its minimum balance.

**Cost Sharing Distribution** – For a given fiscal year, the percentage of cost sharing for O&M as well as capital expenditures shall be prorated based on the flow from each community through the Evergreen PS on the previous fiscal year as follows:

**New London percentage** – Annual flow metered at: the Chester Street meter, plus the Boston Post Road meter, plus the Evergreen east meter (from the Niles Hill interceptor), minus the East Neck meter, then divided by the annual total flow through Evergreen PS. During fiscal year 2019-2020, this percentage was 17%.

**East Lyme percentage** – Annual flow metered at the Niantic River PS in Niantic, then divided by the annual total flow through the Evergreen PS. During fiscal year 2019-2020, this percentage was 27%.

**Waterford percentage** – the annual total flow through Evergreen PS minus East Lyme flow, minus New London flow, then divided by the annual total flow through the Evergreen PS. During fiscal year 2019-2020, this percentage was 56%.

**For the Evergreen PS**

O&M and capital expenditures will be cost-shared and billed in the same manner as expenditures associated with the Evergreen PS/ Piacenti Facility main. The threshold for the Evergreen PS capital expenditures will be a minimum of \$10,000, with annual increases of 2%. At its discretion, and for capital expenditures only, each Town may use its Capital Account as long as its minimum balance is maintained. The municipality intending to use such Capital Account will inform Waterford of such intention.

***SECTION 4 – COORDINATION WITH EAST LYME/WATERFORD AGREEMENT***

Waterford and East Lyme (but not the City) agree that the provisions of this Agreement are to be read and understood in conjunction with any current agreement regarding the use of the Waterford wastewater conveyance system between East Lyme and Waterford and as between this Agreement and the said East Lyme/Waterford Agreement, neither is intended to abrogate the rights and responsibilities stated in the other. To the extent possible, said agreements shall be construed so as to be harmonious and the separate provisions of each agreement should be construed so that each would be operative. The City is not a party to the Waterford/East Lyme Agreement and is not bound by it.

**PART VI – TERM, REOPENING AND TERMINATION OF AGREEMENT**

***SECTION 1 – TERM OF AGREEMENT***

This Agreement shall be in effect for a period of twenty (20) years. The Parties shall have the option of extending the Agreement for another ten (10) years if all Parties agree to such an extension no less than five (5) years from the end of the original term. At any time before the final five years of the initial twenty (20) year term, any of the Parties may, by giving written notice to the other parties, propose to extend the term of this Agreement for an additional ten (10) years. In such event, each of the Parties receiving said notice shall respond to said notice within sixty (60) days after receipt of same. If either of the responding parties refuses to extend the Agreement, it shall provide reasonable and rational reasons for said refusal. If either of the responding Parties proposes an extension upon certain conditions or modifications, it shall give reasonable and rationale reasons for such conditions or modifications. Upon receipt of the answers from the responding Parties, the Party proposing to extend the term of this Agreement shall either begin negotiations with the other Parties or withdraw its proposal, in its discretion.

***SECTION 2 – REOPENING CONTRACT TO ADDRESS TREATMENT CAPACITY OF EACH MUNICIPALITY***

At any time after five (5) years, any Party to this Agreement may request the Agreement be reopened in order to negotiate modifications to the allocation of the Piacenti Facility capacity among the parties. Such request should be in writing and be delivered in accordance with the provisions of Section 11 of this Agreement. The other parties shall not unnecessarily withhold their participation in such negotiations.

### ***SECTION 3 – PROCEDURE FOR TERMINATION OF THE AGREEMENT***

Not less than the final five years prior to the initial or extended term, either or both the Towns may, by giving written notice to the other Parties, elect to terminate its use of the Piacenti Facility at the end of this Agreement. In such event, the wastewater system of the Town or Towns electing to terminate shall be physically separated from the City's facilities or the other Town's facilities at the end of the term of this Agreement. In the event that Waterford elects to terminate its use of the Piacenti Facility pursuant to the terms of this paragraph, East Lyme agrees to use due diligence in obtaining all necessary state and/or federal regulatory approvals to use alternative treatment facilities, and after having obtained such approvals, to pursue the construction and/or connection to such alternative treatment facilities with due diligence. Physical separation of East Lyme's facilities from Waterford's facilities shall not occur until such alternative treatment facilities are available to East Lyme.

Not less than the final five years prior to the initial or extended term the City may, by giving written notice to the Towns, elect to terminate the Towns' use of the Piacenti Facility at the end of this Agreement. In such event, the Towns agree to use due diligence in obtaining all necessary state and/or federal regulatory approvals to use alternative treatment facilities, and after having obtained such approvals, to pursue the construction and/or connection to such alternative treatment facilities with due diligence. Physical separation of the City's facilities from the Towns' facilities shall not occur until such alternative treatment facilities are available to the Towns.

If the Towns or City fail to terminate this Agreement in the manner as identified above, then the joint use of the Piacenti Facility and shared infrastructure as defined herein shall continue in effect for another 10 year term after the last day of this Agreement under the same terms as this Agreement.

It is recognized that if an eventual separation should occur, either or both of the Towns may be entitled to reimbursement for any portion of the City's or the other Town's wastewater facilities for which either or both of the Towns have paid a proportionate share which may be of further usefulness to the City or to the other Town. Reimbursement with regard to a Town's wastewater facilities will be considered only if East Lyme becomes separate from Waterford. If the Parties are unable to agree on the amount of such reimbursement, the question of further usefulness of any portion of the City's or other Town's wastewater facilities and the value thereof shall be determined in accordance with the provisions of Part VIII, Section 2 of this Agreement. In determining further usefulness and value the municipalities and any decision makers invoked pursuant to Part VIII, Section 2 of this Agreement shall consider the remaining useful life of the Piacenti Facility and Waterford's wastewater conveyance system and any improvements and additions thereto as of the date of separation, the value to the municipality which retains the use of the facility or system, and the proportion of Capital Improvements paid by each municipality throughout the life of the facility or system, provided that no reimbursement shall be payable to a municipality which affirmatively acts to require a separation. The percentage of such value for which either or both of the Towns shall be reimbursed will be in the same proportion as each Town's share of the original cost of the Piacenti Facility as determined under a prior agreement between the City and Waterford dated April 30, 1975, as amended, by Paragraph 15 of the 1990 Agreement. In the event that East Lyme becomes separated from Waterford's wastewater conveyance system, the

percentage of such value for which East Lyme shall be reimbursed will be in the same proportion as East Lyme's share of the original cost of Waterford's wastewater conveyance systems as determined under an agreement between East Lyme and Waterford dated August 24, 1988. If the computation should result in a negative value to any municipality and a positive value to any other municipality, then the municipality or municipalities with a negative balance shall be obligated to pay their respective deficiencies to the municipality or municipalities with a positive balance, except that if East Lyme separates but Waterford and the City remain connected, no such payment will be required from Waterford at the time of East Lyme's separation. Any municipality which has not elected to terminate shall be entitled to reimbursement of all costs associated with the separation and with the removal or destruction of any excess facilities. Such costs will be paid by the municipality or municipalities which have elected to terminate this Agreement.

In the event of separation, each municipality shall receive the balance, including accrued interest, of its Capital Account.

## **PART VII – SEPTIC TANK PUMPING AND NITROGEN CREDITS**

### ***SECTION 1 — SEPTIC TANK PUMPING***

Septic tank pumping originating from septic tanks located in either Town or in the City may be deposited at the Piacenti Facility, subject to rules and regulations promulgated by the City with respect to such deposits, which rules and regulations shall be the same for residents of the Towns as are established for residents of the City. The rate for such septage deposits shall be determined by the City. Both revenues and expenses from septic tank pumping will be allocated to each of the Towns in proportion to their actual flow as calculated in the Spring reconciliation which is detailed in Part III Section 1 of this Agreement. The credit would be titled "Septage" on the New London bill.

### ***SECTION 2 – NITROGEN CREDITS***

**Nitrogen Exchange Program** - The Nitrogen exchange program is administered through the State of CT DEEP. The program provides a credit to facilities that exceed the nitrogen removal goals set forth by the DEEP. There is also a penalty for underperformance in nitrogen removal. The credit or penalty depends on the performance of the facility in any given year. Each community shares in this program based on flow for the program year. Either a credit or penalty will be added to the annual adjusted bill.

Both revenues and expenses from Nitrogen Credits will be allocated to each of the Towns in proportion to their actual flow as calculated in the Spring review.

## **PART VIII – OTHER PROVISIONS**

### ***SECTION 1 – FIRST YEAR OF THE AGREEMENT***

There are numerous provisions in this Agreement that identify specific ways to handle Treatment charges and Capital Expenditures among other things. Many of these provisions have specific timelines and procedures that need to be followed throughout the fiscal year and some of them are different than how those procedures were followed in the past agreement. In light of this and the timing of the signing of the new agreement, the Parties agree that in the first year of this Agreement, the Parties will abide by the intent of this new Agreement while transitioning from the old Agreement to the new one. Nonetheless, starting in January before the first full fiscal year of this Agreement, all of the timelines, notifications and other provisions of the new Agreement will be followed.

### ***SECTION 2 – DISPUTE RESOLUTION***

It is the express intention of the parties that all legal proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in the Superior Court for the Judicial District for New London at New London, Connecticut. The parties each irrevocably consents to the jurisdiction of such court in any such actions or proceedings, waives any objection it may have to the laying of the jurisdiction of any such action or proceeding. It shall be a condition precedent to initiating an action in the Superior Court that the parties have engaged in non-binding mediation.

THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE PARTIES HEREBY AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE PARTIES' CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY

### ***SECTION 3 – RIGHT TO ACCESS RECORDS***

On reasonable notice and at reasonable times and intervals, all records of the City pertaining to the Piacenti Facility shall be available for inspection and review by authorized representatives of either Town and by an independent certified public accountant retained and paid by either Town for such purposes.

#### ***SECTION 4 – RESERVATION OF RIGHTS***

The Parties each reserve the right to assign their respective rights and obligations under this Agreement and any related agreements to an entity or system providing for regional water and/or sewer service.

#### ***SECTION 5 – SUPERSEDES JANUARY 10, 1990 AGREEMENT AND ANY AMENDMENT THERETO***

New London, East Lyme, and Waterford agree that this Agreement is intended to supersede and replace their agreement dated January 10, 1990, as amended, and that agreement is hereby declared null and void.

#### ***SECTION 6 – AMENDMENTS AND MODIFICATIONS ONLY IN WRITING***

The provisions of this Agreement shall be amended or modified only by written agreement duly executed by the duly authorized representatives of the Parties.

#### ***SECTION 7 – CHOICE OF CONNECTICUT LAW***

This Agreement and any questions concerning its validity or construction shall be governed by the laws of the State of Connecticut.

#### ***SECTION 8 – SEVERABILITY CLAUSE***

In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions shall remain in force and effect, except that if any portions of this Agreement are determined to be invalid, illegal or unenforceable, the Towns and the City will negotiate in good faith to reestablish the Sections that are determined to be invalid, illegal or unenforceable. If after six months of negotiations, mutual agreement is not reached, any Party may, but is not obligated to, terminate this Agreement in same manner and subject to the same terms as provided in Part VI Section 3 of this Agreement as if the end of the term were two years from the date of notice of termination.

#### ***SECTION 9 – NO THIRD-PARTY RIGHTS***

Except as may be expressly provided herein, nothing in this Agreement is intended to confer on any person other than the City of New London and Towns of Waterford and East Lyme any rights or remedies under or by reason of this Agreement.

#### ***SECTION 10 – SINGULAR/PLURAL USAGE***

In this Agreement, the use of the singular shall encompass the plural, and vice versa, where appropriate in the context.

## ***SECTION 11 – LISTING OF NAMES AND ADDRESSES FOR NOTICES***

Except as otherwise provided in this Agreement, all notices and communications required or permitted hereunder shall be in writing and sufficiently given if delivered in person, sent by certified or registered mail, or by email as follows:

If to the City:

Chairman  
New London Water and Water Pollution Control Authority  
13 Masonic Street  
New London, Connecticut 06320

Plus, a copy to:

Director  
New London Public Utilities  
13 Masonic Street  
New London, Connecticut 06320

If to Waterford:

Chairman  
Waterford Utility Commission  
1000 Hartford Road  
Waterford, Connecticut 06385

Plus, a copy to:

First Selectman  
Waterford Town Hall  
15 Rope Ferry Road  
Waterford, Connecticut 06385

Plus, a copy to:

Director  
Waterford Utility Commission  
1000 Hartford Road  
Waterford, Connecticut 06385

If to East Lyme:

Chairman  
East Lyme Water and Sewer Commission  
PO Box 519  
Niantic, Connecticut 06357

Plus, a copy to:

East Lyme Public Works Director  
PO Box 519  
Niantic, Connecticut 06357

The respective addresses to which such notices are given may be changed from time to time by written notice from the Addressee. Additionally, email addresses provided to each Party may be used as proper notification.

**IN WITNESS WHEREOF**, the Parties of this Agreement and this instrument to be signed in triplicate by their duly authorized officers and their respective seals to be affixed hereto, all as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

Signed, Sealed and Delivered in the presence of:

**CITY OF NEW LONDON**

By its Mayor,  
Michael E. Passero

Witnesses

**CITY OF NEW LONDON**

**WATER AND WATER POLLUTION CONTROL AUTHORITY**

By its Chairman,  
Barry J. Weiner

Witnesses

**TOWN OF WATERFORD**

By Robert Brule, First Selectman  
As authorized by Board of Selectman and  
Representative Town Meeting

Witnesses

**TOWN OF WATERFORD  
UTILITY COMMISSION**

By its Chairman,  
Kenneth Kirkman

Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF EAST LYME  
WATER & SEWER COMMISSION**

By its Chairman,  
Mark Nickerson

Witnesses

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brian Estep - Attorney – City of New London

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nick Kepple – Town Attorney – Town of Waterford

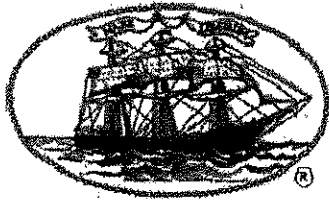
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Edward O'Connell - Town Attorney – Town of East Lyme

**PART IX - APPENDICES**

**APPENDIX A**

**BEGINNING BALANCES OF CAPITAL ACCOUNT**



## City of New London

### Department of Finance

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5218 • Fax (860) 447-5297

December 24, 2020

Kimberly Allen  
Finance Director  
Town of Waterford  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Kimberly,

The purpose of this letter is to provide additional information per the request of Chairman Weiner relating to the interest earnings on the Waterford Capital Account.

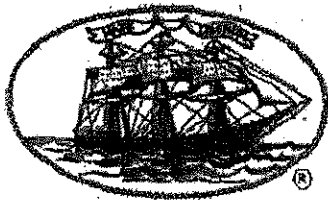
A financial analysis was completed to determine the cumulative interest which was earned on the Waterford Capital Account balance. The amount of interest earned was \$100,435.

I am happy to discuss this information further if necessary and can be reached at [dmcbride@newlondonct.org](mailto:dmcbride@newlondonct.org) and 860-447-5218.

Thank you,

David McBride  
Director of Finance

Cc: Barry Weiner  
Joe Lanzafame  
Peter Green



## City of New London

### Department of Finance

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5218 • Fax (860) 447-5297

December 15, 2020

Kimberly Allen  
Finance Director  
Town of Waterford  
15 Rope Ferry Road  
Waterford, CT 06385

Dear Kimberly,

The purpose of this letter is to provide notification that the account described in paragraph 1(a) in the agreement between New London, Waterford, and East Lyme regarding the Thomas E. Piacenti Regional Water Pollution Control Facility has been established. Please see below for additional information:

| <u>Account Name</u>                      | <u>Account Number</u> | <u>Amount in account</u> |
|------------------------------------------|-----------------------|--------------------------|
| Waterford Capital Checking Account       | #1114686033           | \$2,111,425.00           |
| Waterford Capital Sweep Interest Account | #1114686041           | \$ 0.00                  |
| Total                                    |                       | \$2,111,425.00           |

This account consists of the payments made by the Town of Waterford since 2007-2008 previously designated as Depreciation.

I am happy to discuss this information further if necessary and can be reached at [dmcbride@newlondonct.org](mailto:dmcbride@newlondonct.org) and 860-447-5218.

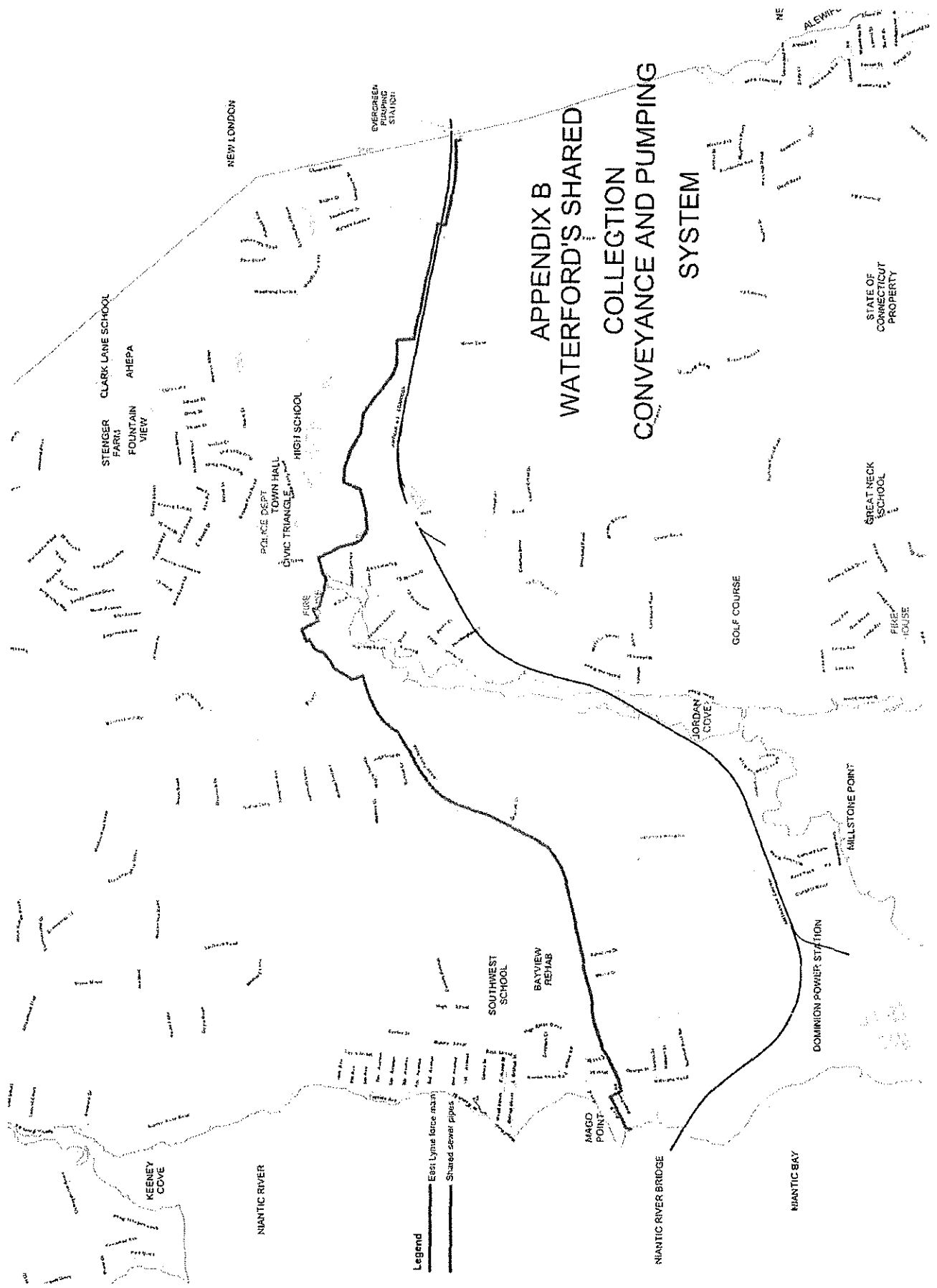
Thank you,

David McBride  
Director of Finance

Cc: Barry Weiner  
Joe Lanzafame  
Brian Estep  
Peter Green

## **APPENDIX B**

### **WATERFORD'S SHARED COLLECTION CONVEYANCE AND PUMPING SYSTEM**



**Legend**

- East Lyme force main
- Shared sewer pipes

**APPENDIX B  
WATERFORD'S SHARED  
COLLECTION  
CONVEYANCE AND PUMPING  
SYSTEM**

STENGER  
FARM  
CLARK LANE SCHOOL  
FOUNTAIN  
VIEW  
AHEPA

POLICE DEPT  
TOWN HALL  
CIVIC TRIANGLE  
HIGH SCHOOL

EVERGREEN  
PUMP  
STATION

NEW LONDON

GOLF COURSE

STATE OF  
CONNECTICUT  
PROPERTY

GREAT NECK  
SCHOOL

FIRE  
HOUSE

MILLSTONE POINT

DOMINION POWER STATION

NIANTIC RIVER BRIDGE

NIANTIC BAY

AMSCO  
POINT

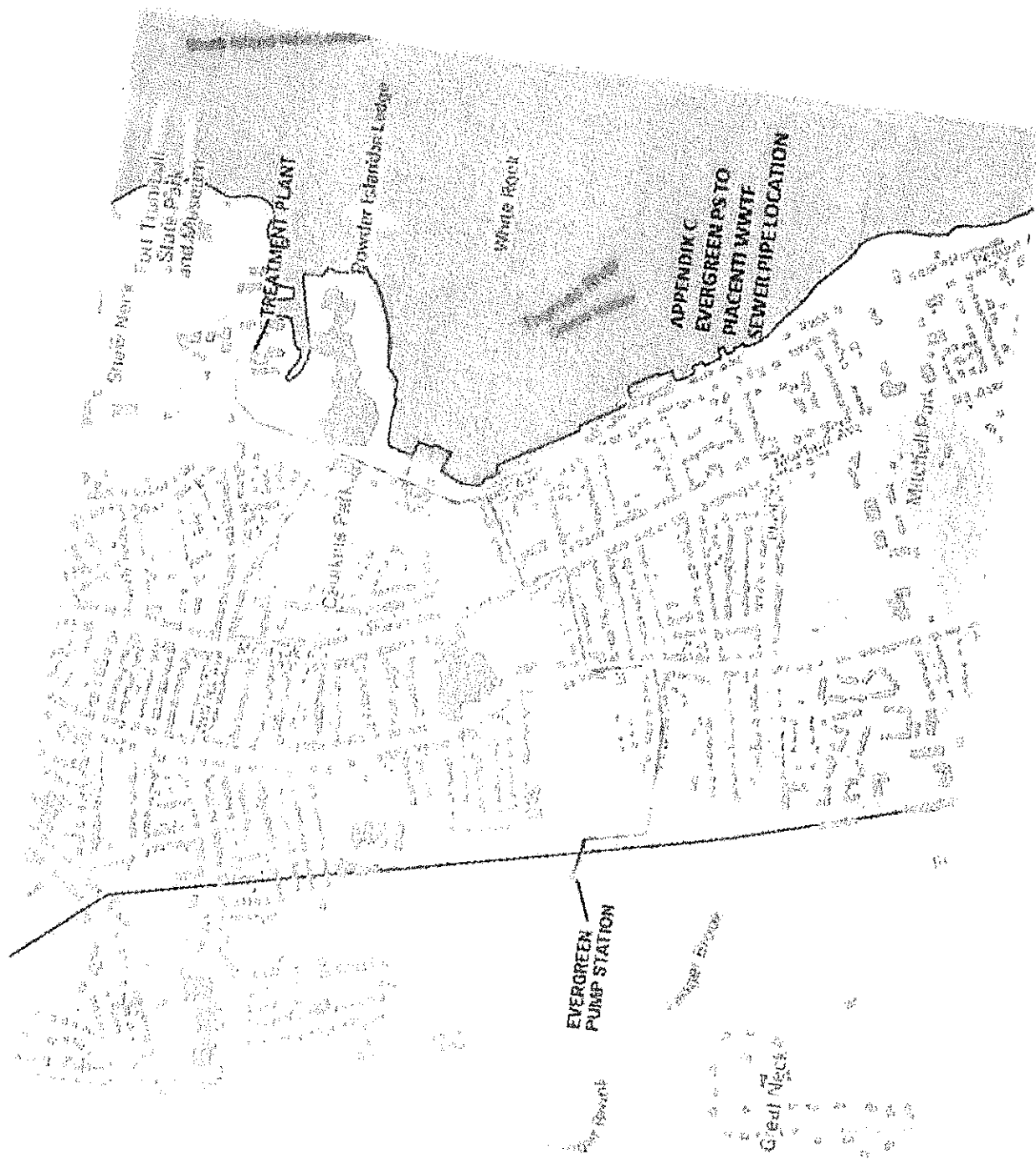
SOUTHWEST  
SCHOOL

BAYVIEW  
REHAB

KEENEY  
COVE

## **APPENDIX C**

### **EVERGREEN PS TO PIACENTI WWTF SEWER PIPE LOCATION**



APPENDIX C  
EVERGREEN PS TO  
PIACENTI WWT  
SEWER PIPE LOCATION

EVERGREEN  
PUMP STATION

TREATMENT PLANT

White Rock

Powder Island Ledge

Coulins Park

Great Neck

Middletown

**APPENDIX D**  
**INTER-MUNICIPAL FLOW METERS**

**APPENDIX D**  
**INTER-MUNICIPAL**  
**FLOW METERS**

Map showing the locations of various municipal facilities and inter-municipal flow meters in New London, Connecticut.

Facilities and locations labeled include:

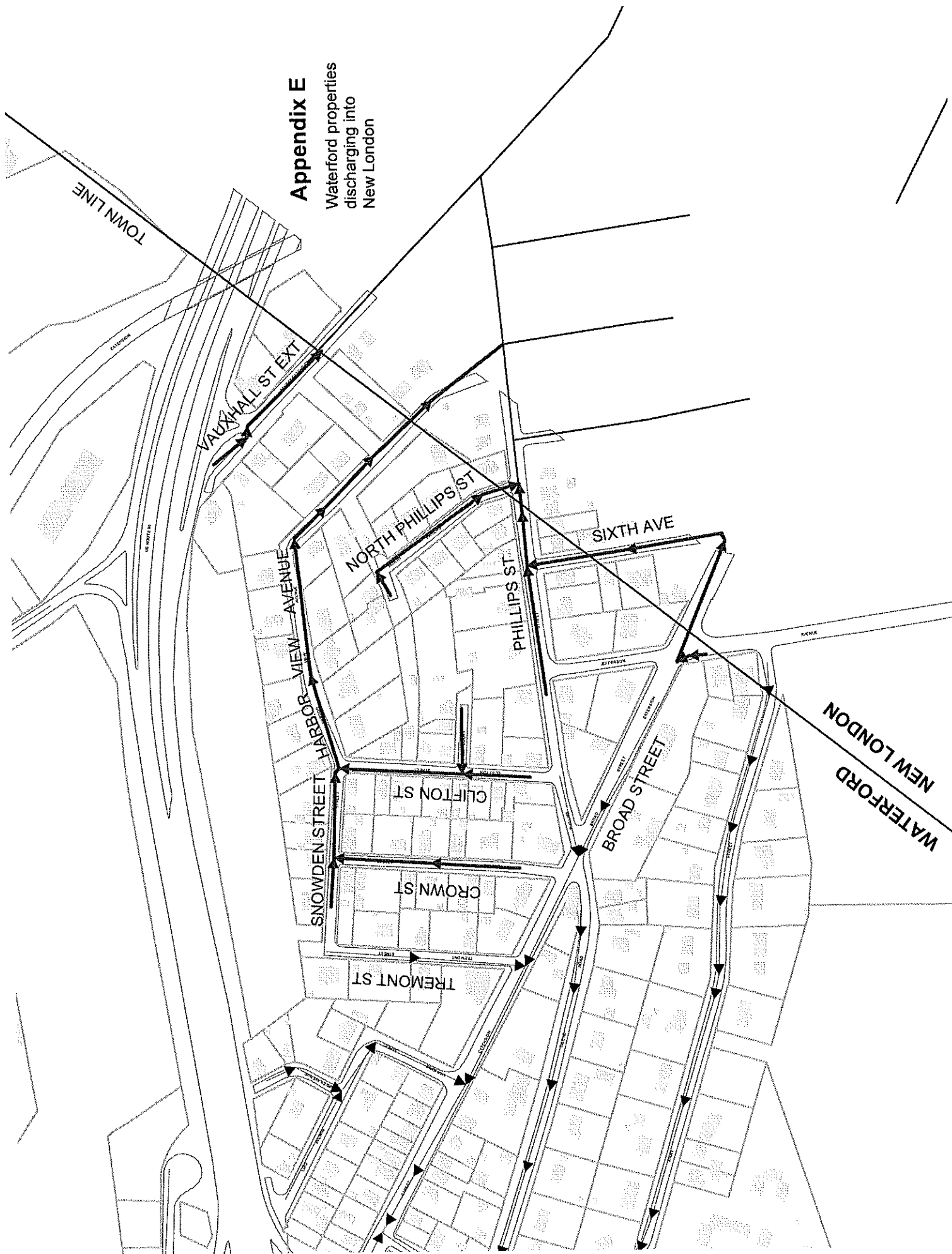
- Chester Street Meter
- Boston Post Road Meter
- Niles Hill Interceptor Meter
- East Neck Road Pump Station Meter
- Mago Point Meter
- Clark Lane School
- Great Neck School
- Stenger Farm Fountain View
- Police Dept. Town Hall
- High School
- Fire House
- Fire House
- Fire House
- Southwest School
- Bayview Rehab
- Keeney Cove
- Niantic River
- Niantic Bay
- Dominion Power Station
- Millstone Point
- Golf Course
- State of Connecticut Property
- O'Neill Theater
- Waterford Beach
- Ocean Beach
- Almwife Cove
- New London

## **APPENDIX E**

### **WATERFORD PROPERTIES DISCHARGING INTO NEW LONDON**

# Appendix E

Waterford properties  
discharging into  
New London



**APPENDIX E-1**

**PROPERTIES IN WATERFORD (NORTH OF UPPER BROAD STREET)  
THAT DISCHARGE INTO NEW LONDON**

**Appendix E-1 - Properties in Waterford (north of upper Broad Street) that discharge into New London.**

| <b><u>STREET</u></b> | <b><u>HOUSE<br/>NUMBER</u></b> |                   |     |
|----------------------|--------------------------------|-------------------|-----|
|                      |                                | HARBOR VIEW AVE   | 17  |
|                      |                                | HARBOR VIEW AVE   | 20  |
| SNOWDEN ST           | 5                              | HARBOR VIEW AVE   | 21  |
| SNOWDEN ST           | 9                              | HARBOR VIEW AVE   | 22  |
| SNOWDEN ST           | 13                             | HARBOR VIEW AVE   | 26  |
| SNOWDEN ST           | 15                             | HARBOR VIEW AVE   | 28  |
| CROWN ST             | 6                              | NORTH PHILLIPS ST | 5   |
| CROWN ST             | 7                              | NORTH PHILLIPS ST | 6   |
| CROWN ST             | 8                              | NORTH PHILLIPS ST | 7   |
| CROWN ST             | 11                             | NORTH PHILLIPS ST | 8   |
| CROWN ST             | 12                             | NORTH PHILLIPS ST | 9   |
| CROWN ST             | 15                             | NORTH PHILLIPS ST | 10  |
| CROWN ST             | 16                             | NORTH PHILLIPS ST | 11  |
| CROWN ST             | 19                             | NORTH PHILLIPS ST | 12  |
| CROWN ST             | 22                             | NORTH PHILLIPS ST | 14  |
| CROWN ST             | 22.5                           | PHILLIPS ST       | 53  |
| CROWN ST             | 24                             | PHILLIPS ST       | 57  |
| CROWN ST             | 25                             | PHILLIPS ST       | 74  |
| CLIFFTON ST          | 6                              | PHILLIPS ST       | 76  |
| CLIFFTON ST          | 8                              | PHILLIPS ST       | 79  |
| CLIFFTON ST          | 10                             | PHILLIPS ST       | 99  |
| CLIFFTON ST          | 11                             | PHILLIPS ST       | 82  |
| CLIFFTON ST          | 14                             | PHILLIPS ST       | 84  |
| CLIFFTON ST          | 16                             | PHILLIPS ST       | 85  |
| CLIFFTON ST          | 18                             | PHILLIPS ST       | 91  |
| CLIFFTON ST          | 19                             | PHILLIPS ST       | 107 |
| CLIFFTON ST          | 24                             | JEFFERSON AVE     | 805 |
| CLIFFTON ST          | 26                             | JEFFERSON AVE     | 806 |
| CLIFFTON ST          | 27                             | JEFFERSON AVE     | 762 |
| CLIFFTON ST          | 28                             | BROAD ST          | 709 |
| MURRAY CT            | 6                              | SIXTH AVE         | 20  |
| MURRAY CT            | 8                              | VAUXHALL ST EXT   | 543 |
| HARBOR VIEW AVE      | 2                              | VAUXHALL ST EXT   | 544 |
| HARBOR VIEW AVE      | 4                              | VAUXHALL ST EXT   | 545 |
| HARBOR VIEW AVE      | 10                             | VAUXHALL ST EXT   | 550 |
| HARBOR VIEW AVE      | 11                             | VAUXHALL ST EXT   | 552 |
| HARBOR VIEW AVE      | 13                             | VAUXHALL ST EXT   | 554 |
| HARBOR VIEW AVE      | 15                             | VAUXHALL ST EXT   | 556 |
| HARBOR VIEW AVE      | 16                             |                   |     |

**APPENDIX F**  
**SAMPLE BILL CALCULATION**

### **SAMPLE BILL CALCULATION**

#### **EXAMPLE OF THE CALCULATION FOR THE COST /1000 GALLONS**

Say for FY 22-23 (July 1, 2022 – June 30, 2023)

|                                    |                 |             |
|------------------------------------|-----------------|-------------|
| City Sewer Administration Cost     |                 | \$625,000   |
| Operations Costs                   |                 |             |
| Contracted Services                | \$3,400,000     |             |
| Electricity                        | \$525,000       |             |
| Small Projects <sup>1</sup>        | \$250,000       |             |
| <u>Other</u>                       | <u>\$10,000</u> |             |
| Operations Total                   |                 | \$4,185,000 |
| Total – Operating & Administration |                 | \$4,810,000 |

#### **SEWER PLANT TOTAL ACTUAL FLOWS (FROM PRIOR YR) – FY 21-22**

| <b>MONTH</b>  | <b>AVERAGE DAILY</b> | <b>DAYS</b>     | <b>MONTHLY FLOW</b>  |
|---------------|----------------------|-----------------|----------------------|
| Jul 21        | 6,467,742            | 31              | 200,500,000          |
| Aug 21        | 5,925,806            | 31              | 183,700,000          |
| Sep 21        | 5,143,333            | 30              | 154,300,000          |
| Oct 21        | 6,509,677            | 31              | 201,800,000          |
| Nov 21        | 6,940,000            | 30              | 208,200,000          |
| Dec 21        | 8,674,194            | 31              | 268,900,000          |
| Jan 22        | 7,312,903            | 31              | 226,700,000          |
| Feb 22        | 7,031,034            | 28              | 196,868,966          |
| Mar 22        | 6,861,290            | 31              | 212,700,000          |
| Apr 22        | 7,743,333            | 30              | 232,300,000          |
| May 22        | 6,832,258            | 31              | 211,800,000          |
| Jun 22        | 5,243,333            | 30              | 157,300,000          |
| <b>TOTALS</b> | <b>AVG 6,723,742</b> | <b>365 DAYS</b> | <b>2,455,068,966</b> |

Cost per 1,000 gallons = total proposed budget / the plant flows from the previous year (in  
this example the flows are from FY 21-22) -  $\$4,810,000 / 2,455,068.966 = \$1.9592 / 1000$   
gallons

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<sup>1</sup> Less than or equal to \$250,000 for projects that are not capital projects