TOWN COUNCIL  
WATERTOWN, CONNECTICUT  

MONDAY, MARCH 6, 2023  
REGULAR MEETING – 7:00 P.M.  
AGENDA  

WATERTOWN TOWN HALL  
TOWN COUNCIL CHAMBERS  
61 ECHO LAKE RD.  
WATERTOWN, CT 06795  

THIS MEETING WILL BE AN IN-PERSON MEETING AND WILL ALSO BE AVAILABLE VIA ZOOM IN LISTEN ONLY MODE  
A LINK WILL BE POSTED ON THE DAY OF THE MEETING  
PLEASE SEE WWW.WATERTOWNCT.ORG UNDER THE CALENDAR OF MEETINGS  

1. Call Meeting to Order.  
2. Pledge of Allegiance.  
3. Roll Call.  
4. Public Comment.  
5. Minutes.  
   a. Regular Meeting, February 21, 2023  
6. Chairman’s Report  
   a. Correspondence.  
      1. Letter from Rich Vaughn regarding the Bicentennial Gazebo Committee, dated February 14, 2023  
      2. Resignation letter from Christopher Martin as a member of the Parks and Recreation Commission, dated February 22, 2023  
7. Town Manager’s Report.  
8. Subcommittee Reports.  
   a. Finance Subcommittee – Fiscal Year 2023-2024 Budget Reviews  
      1. Watertown Library  
      2. Planning and Zoning  
      3. Zoning Board of Appeals
4. Conservation Commission
5. Building Inspection
6. Historic District Commission
7. Debt Service

   b. Consider the establishment and charge of a building committee for the Board of Education Capital Projects approved at referendum.
   c. Consider an appropriation from the General Fund in the amount of $5,911.08 for Police overtime. Funds have been reimbursed by the Drug Enforcement Administration.
   d. Consider setting public hearing date, time and place to hear public comment on the Ordinance Subcommittee’s recommendation to the Town Council for the amendment to the Watertown Code of Ordinances to Section 26-4. Illicit Discharge and Stormwater Connections.
   e. Consider transferring the responsibility and administration of the of the Renter’s Rebate program from Assessor’s Office to the Social Services department.
   f. Consider approval of bid waiver for the use of Town of Fairfield bid for chip sealing.
   g. Consider an appropriation from the General Fund in the amount of $8,550 for the cost of the Road Safety Audit Traffic Study.
   h. Consider an appropriation from the General Fund in the amount of $5,515 for reimbursement to the Police Department maintenance agreement line item for the purchase of forensic software.
   i. Consider a resolution authorizing tax refunds.
10. Executive Session


   a. Consider approval of Stipulated agreement in the case of John Everitt vs. Town of Watertown et al.

TO: Watertown/Oakville Community
FROM: Joshua Bernegger, Chief of Police
DATE: 27 February 2023
RE: Center for Policing Equity – Watertown PD Report

For Immediate Release:

The Watertown Police Department partnered with the Center for Policing Equity (https://policingequity.org/) in 2019 to have an outside, impartial agency conduct an analysis of WPD data to determine if any disparities exist in the way we police the Watertown/Oakville community. Watertown Police Department data from 2013 – 2020 was shared and analyzed, and CPE’s report is ready to be publicly presented.

The Center for Policing Equity will virtually present their report at the Watertown Police Commission meeting on Wednesday, March 8, 2023 at 7:00 p.m., in Town Council Chambers at the Watertown Town Hall, 61 Echo Lake Road, Watertown. Residents and other community stakeholders are encouraged to attend in person. The following Zoom link may be utilized to view the meeting remotely with the chat feature enabled for questions:

https://zoom.us/j/952996444239?pwd=SGIOeGozTFlk9mdjNBRm9BemVRZz09
Passcode: 008326

The men and women of the Watertown Police Department look forward to learning from CPE’s analysis, as we are always striving to improve our services to the community.
To Whom it may concern:

Feb, 14 2023

Subject  Watertown Bicentennial Gazebo Permanent Memorial Committee.

I'm Richard Vaughn appointed to this Committee by Watertown Town Council on June 1, 1999.

This committee was formed on Dec 29, 1980 to care for and maintain our Watertown Gazebo on the Watertown Green.

The Watertown Bicentennial Permanent Memorial Fund was established by Watertown Vol 297, page 179....

The Committee consists of 3 trustees:
Watertown Town Council, 5 year term, Watertown Historical Society, 3 year term, and Watertown-Oakville Veterans' Council, 5 year term.
We meet once a year in the spring to discuss the condition of the Gazebo.

Problem:
Our respective organizations seem to have lost track of us....
that didn't concern us----John, Cynthia and I took our responsibility to heart---our Gazebo is great---nice strong granite steps and beautiful relocation columns..and help now and then from the Lions Club....
Unfortunately none of us ever considered any of us dying...
  John Pillis --President--died Nov 29,2013
  Cynthia Whitaker --long time secretary--died June 28,2018
So: Here we are---we need 3 new trustees to replace us....
As sole surviving trustee I have to remind our respective organizations of us---I'm sure they will carry on....

My Support:
I will reach out with this letter to our 3 organizations and I'm more than willing to stick around as long as anybody wants and I will attend any meetings that I'm wanted at..
  As the Finance Trustee I have the money safe and sound...
My previous co-signers have also passed away and the money can't be touched....

Best Regards,  Rich Vaughn

rv06763@gmail.com
Home: 860-567-3418
Cell: 860-866-8789
February 22, 2023

To whom it may concern:

I am sorry but I am not able to fully commit to my obligations as a Commissioner on the Parks and Recreation Commission at this time.

It has been an honor and a pleasure to serve my community. My duties and responsibilities to my family and work have made it very difficult to attend meetings at this time. Please keep in mind for future positions on boards or commissions.

Sincerely,

Christopher J. Martin
FY 2023-2024 BUDGET REVIEW SESSIONS  

Monday, March 6, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- Library
- Planning & Zoning, ZBA & Conservation Commission
- Building Inspection, Historic District
- Debt Service

Tuesday, March 14, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- Fire Department
- Water and Sewer

Monday, March 20, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- Public Works Department

Tuesday, March 21, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- Board of Education

Tuesday, March 28, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- Park & Recreation, Senior Center, Crestbrook, Golf
- Information Technology

Monday, April 03, 2023 – Watertown Town Hall Council Chambers 7:00 PM
- General Fund Revenue Review
- Final Budget Review Session
TOWN OF WATERTOWN

FISCAL YEAR 2022-2023 BUDGET CALENDAR

Operating Instructions Distributed ........................................... 11/22/22

Capital Improvement Budget Due ........................................... 12/19/22

Department Operating Budget Due ......................................... 12/27/22

Capital Budget Submitted to Planning & Zoning Commission ....... 02/01/23

Board of Education Budget Due ............................................ 03/07/23

Town Council Set Public Hearing Date ..................................... 04/03/23

Town Council Budget Public Hearing ....................................... 05/02/23

Town Council Set Referendum Date ......................................... 05/02/23

Referendum ........................................................................... 05/23/23

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TO: Sue Zappone, Finance Director
FROM: Chief Joshua Bernegger
CC: 
DATE: February 24, 2023
SUBJECT: Reimbursement Received by the Finance Department

On February 2, 2023 the following reimbursement was received by the finance department for expenditures from the police department's overtime account.

Drug Enforcement Administration for overtime incurred by Ofc. Reynaldo Torres: $5,911.08.

Please appropriate the aforementioned amount of $5,911.08 to the police department overtime account 010-50130-020-0000.
Chapter 26 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE VI. - ILLICIT DISCHARGE AND CONNECTION TO STORMWATER SYSTEM

Sec 26-220. Purpose/Intent.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Watertown through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

1. To prohibit and eliminate illicit connections and discharges to the municipal separate storm sewer system
2. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

Sec. 26-221. Definitions.

For the purposes of this ordinance, the following shall mean:

*Authorized Enforcement Agency:* The Director of Public Works (DPW) or designee.

*Best Management Practices (BMPs):* schedules of activities, practices (and prohibitions of practices), structures, vegetation, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state consistent with state, federal or other equivalent and technically supported guidance. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

*Clean Water Act:* The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

*Construction Activity:* Any activity associated with construction at a site including, but not limited to, clearing and grubbing, grading, excavation, and dewatering.

*Hazardous Materials:* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

*Illegal Discharge:* Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 26-226 of this ordinance.

*Illicit Connections:* An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans,
maps, or equivalent records and approved by an authorized enforcement agency.

*Industrial Activity:* Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

*National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit:* means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

*Non-Stormwater Discharge:* Any discharge to the storm drain system that is not composed entirely of storm water.

*Person:* Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

*Pollutant:* Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

*Premises:* Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

*Storm Drainage System:* Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

*Stormwater:* Waters consisting of rainfall runoff, including snow or ice melt, during a rain event.

*Stormwater Pollution Prevention Plan:* A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

*Wastewater:* Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

**Sec. 26-222. Applicability.**

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

**Sec. 26-223. Responsibility For Administration.**

The D P W shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.
Sec. 26-224. Severability.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.


The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 26-226. Discharge Prohibitions.

Prohibition of Illegal Discharges.
No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

(1) The following discharges are exempt from discharge prohibitions established by this ordinance: uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains; irrigation water including, but not limited to, landscape irrigation and lawn watering runoff; residual street wash water associated with sweeping; discharges or flows from firefighting activities (except training); and naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands.

(2) Any non-stormwater discharge to the MS4 authorized by a permit issued pursuant to Section 22a-430 or 22a-430b of the Connecticut General Statutes is also authorized under this ordinance.

Prohibition of Illicit Connections.

(1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

(2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

Sec. 227. Suspension of MS4 Access.

Suspension due to Illicit Discharges in Emergency Situations
The DPW may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which present or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.
Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

Sec. 26-228. Industrial Or Construction Activity Discharges.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the DPW prior to the allowing of discharges to the MS4.

Sec. 26-229. Monitoring of Discharges.

(1) Applicability

This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

(2) Access to Facilities.

(a) The DPW shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

(b) Facility operators shall allow the DPW ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(c) The DPW shall have the right to set up any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The DPW has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the DPW and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the DPW access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the DPW has been refused access to any part of the premises from which stormwater is discharged, and
it is able to demonstrate probable cause to believet hat there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 26-230. Requirement to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices.

DPW will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 26-231. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person’s lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.


Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the [authorized enforcement agency] within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 26-233. Enforcement.

(1) Notice of Violation.
Whenever the DPW finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

(a) The performance of monitoring, analyses, and reporting;
(b) The elimination of illicit connections or discharges;
(c) That violating discharges, practices, or operations shall cease and desist;
(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
(e) Payment of a fine or penalty to recoup costs incurred by the DPW;
(f) Suspension of any discharge to the MS4 system consistent with Section 8 of this ordinance; and
(g) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator. The notice shall be served by hand delivery, certified mail return receipt requested, leaving a true and attested copy at the usual place of abode or residence of the violator, or, in the case of a corporate or business entity, delivery to the business address of the address of the statutory agent for service of said entity.

Any person receiving a Notice of Violation may appeal the determination of the DPW. Any appeal shall be under the process provided in Section 1-12 of the Watertown Code of Ordinances.

(2) Issuance of Citations
The DPW or designee may issue a citation and a fine in the amount of $100.00 per day of any continuing violation of this ordinance. The citation process shall in all respects be in accordance with Section 1-12 of the Watertown Code of Ordinances.

(3) Injunctive Relief
If a person has violated or continues to violate the provisions of this ordinance, the DPW or designee may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

(4) Abatement by Town
If a violation is not abated within thirty days of the Notice of Violation, or the resolution of any appeal therefrom, representatives of the DPW shall have the right to enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 30 days. If the amount due is not paid within a timely manner as determined by the decision of the DPW or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

(5) Remedies not Exclusive
The remedies listed in this ordinance are not exclusive of one another or any other remedies available under any applicable federal, state or local law and it is within the discretion of the DPW whether to seek cumulative remedies.

Sec. 26-234. Adoption Of Ordinance.

This ordinance shall be in full force and effect 21 days after its final passage, adoption and publication. All prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.
Adoption of Ordinance
Passed and adopted by the Watertown Town Council at its regularly scheduled meeting on _____, 2022.
Chapter 26 – STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

ARTICLE VI - ILLICIT DISCHARGE AND CONNECTION TO STORMWATER SYSTEM

Sec 26-220. Purpose/Intent.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Watertown through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

(1) To prohibit and eliminate illicit connections and discharges to the municipal separate storm sewer system
(2) To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

Sec. 26-221. Definitions.

For the purposes of this ordinance, the following shall mean:

**Authorized Enforcement Agency:** employees or designees of the [Redacted] of [Redacted] (DPW) or designee.

**Best Management Practices (BMPs):** schedules of activities, practices (and prohibitions of practices), structures, vegetation, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants to waters of the state consistent with state, federal or other equivalent and technically supported guidance. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from material storage.

**Clean Water Act:** The federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

**Construction Activity:** Any activity associated with construction at a site including, but not limited to, clearing and grubbing, grading, excavation, and dewatering.

**Hazardous Materials:** Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**Illegal Discharge:** Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 26-226 of this ordinance.

**Illicit Connections:** An illicit connection is defined as either of the following: Any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected...
from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

**Industrial Activity**: Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

**National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit**: means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

**Non-Stormwater Discharge**: Any discharge to the storm drain system that is not composed entirely of storm water.

**Person**: Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

**Pollutant**: Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordnances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

**Premises**: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

**Storm Drainage System**: Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

**Stormwater**: Waters consisting of rainfall runoff, including snow or ice melt, during a rain event.

**Stormwater Pollution Prevention Plan**: A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

**Wastewater**: Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

**Sec. 26-222. Applicability.**

This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

**Sec. 26-223. Responsibility For Administration.**

The D PW shall administer, implement, and enforce the provisions of this ordinance. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.
Sec. 26-224. Severability.

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.


The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 26-226. Discharge Prohibitions.

Prohibition of illegal Discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water. The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

1) The following discharges are exempt from discharge prohibitions established by this ordinance: uncontaminated ground water discharges including, but not limited to, pumped ground water, foundation drains, water from crawl space pumps and footing drains; irrigation water including, but not limited to, landscape irrigation and lawn watering runoff, residual street wash water associated with sweeping; discharges or flows from firefighting activities (except training); and naturally occurring discharges such as rising ground waters, uncontaminated ground water infiltration (as defined at 40 CFR 35.2005(20)), springs, diverted stream flows and flows from riparian habitats and wetlands.

2) Any non-stormwater discharge to the MS4 authorized by a permit issued pursuant to Section 22a-430 or 22a-430b of the Connecticut General Statutes is also authorized under this ordinance.

Prohibition of Illicit Connections.

1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.

2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

Sec. 227. Suspension of MS4 Access.

Suspension due to Illicit Discharges in Emergency Situations

The DPW may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.
Suspension due to the Detection of Illicit Discharge

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the authorized enforcement agency.

Sec. 26-228. Industrial Or Construction Activity Discharges.

Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the DPW prior to the allowing of discharges to the MS4.

Sec. 26-229. Monitoring of Discharges.

(1) Applicability
This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

(2) Access to Facilities.
(a) The DPW shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

(b) Facility operators shall allow the DPW ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(c) The DPW shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.

(d) The DPW has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.

(e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the DPW and shall not be replaced. The costs of clearing such access shall be borne by the operator.

(f) Unreasonable delays in allowing the DPW access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with a NPDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.

(g) If the DPW has been refused access to any part of the premises from which stormwater is discharged, and
it is able to demonstrate probable cause to belief that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 26-230. Requirement to Prevent, Control, and Reduce Storm Water Pollutants by the Use of Best Management Practices.

DPW will adopt requirements identifying Best Management Practices for any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premises which is, or may be, the source of an illicit discharge, may be required to implement, at their own expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a stormwater pollution prevention plan (SWPP) as necessary for compliance with requirements of the NPDES permit.

Sec. 26-231. Watercourse Protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.


Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharge of pollutants discharging into storm water, the storm drain system, or water of the U.S. said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the [authorized enforcement agency] within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

Sec. 26-233. Enforcement.

1. Notice of Violation.

Whenever the DPW finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:
(a) The performance of monitoring, analyses, and reporting;
(b) The elimination of illicit connections or discharges;
(c) That violating discharges, practices, or operations shall cease and desist;
(d) The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property; and
(e) Payment of a fine or penalty to recoup costs incurred by the DPW;
(f) Suspension of any discharge to the MS4 system consistent with Section 8 of this ordinance; and
(g) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Where elimination is not possible within 60 days of source confirmation, a schedule for its elimination will be set for no more than 180 days. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator. The notice shall be served by hand delivery, certified mail return receipt requested, leaving a true and attested copy at the usual place of abode or residence of the violator, or, in the case of a corporate or business entity, delivery to the business address of the address of the statutory agent for service of said entity.

Any person receiving a Notice of Violation may appeal the determination of the DPW. The notice of appeal must be received within 30 days from the date of the Notice of Violation. Hearing on the appeal before the DPW or designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the DPW or designee is final and shall be final. Any appeal shall be under the process provided in Section 1-12 of the Watertown Code of Ordinances.

(2) Issuance of Citations
The DPW or designee may issue a citation and a fine in the amount of $100.00 per day of any continuing violation of this ordinance. The citation process shall in all respects be in accordance with Section 1-12 of the Watertown Code of Ordinances.

(3) Injunctive Relief
If a person has violated or continues to violate the provisions of this ordinance, the DPW or designee may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

(4) Abatement by Town
If a violation is not abated within thirty days of the Notice of Violation, or the resolution of any appeal therefrom, representatives of the DPW shall have the right to enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 30 days. If the amount due is not paid within a timely manner as determined by the decision of the DPW or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

(5) Remedies not Exclusive
The remedies listed in this ordinance are not exclusive of one another or any other remedies available under any applicable federal, state or local law and it is within the discretion of the DPW whether to seek cumulative remedies.
Sec. 26-234. Appeal of Notice of Violation.

Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within 30 days from the date of the Notice of Violation. Hearing on the appeal before the DPW or its designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the municipal authority or its designee shall be final.

Sec. 26-235. Enforcement Measures After Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 30 days of the decision of the municipal authority upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Sec. 26-236. Cost of Abatement of the Violation.

Within 30 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within 30 days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the city by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of [insert] percent per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

Sec. 26-237. Injunctive Relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 26-238. Compensatory Action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc., or may refer the violator.

Sec. 26-239. Violations Deemed a Public Nuisance.

In addition to the enforcement procedures and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared a nuisance; and may be summarily abated or restored at the violator's expense; and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Sec. 26-240. Criminal Prosecution.

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to-
the fullest extent of the law and shall be subject to a criminal penalty of $100 dollars per violation per day
and/or imprisonment for a period of time not to exceed 30 days.
The authorized enforcement agency may recover all attorney's fees, court costs and other expenses associated
with enforcement of this ordinance, including sampling and monitoring expenses.

Sec. 26-241 - Remedies Not Exclusive.
The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable
federal, state or local law and it is within the discretion of the authorized enforcement agency to seek
cumulative remedies.

Sec. 26-23442. Adoption of Ordinance.
This ordinance shall be in full force and effect 21 days after its final passage, adoption and publication. All
prior ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Adoption of Ordinance
Passed and adopted by the Watertown Town Council at its regularly scheduled meeting on ____, 2022.
Dear Town Council Members,

For the past several years, the Assessor’s office has been handling the Renter’s Rebate for all renters in town. The renter’s rebate is a State program that does not contribute to the Assessor’s Grand List. This type of service is usually handled by a social services department. I have been in touch with The Office of Policy Management at the State Capitol (Patrick Sullivan) who explained this program can be moved from the Assessor’s Office to the Social Services department provided the Town/Assessor’s Office receives the approval of our legislative body.

Over the past year, I have been in discussion with Mark A. Raimo, Town Manager to move the program. Since the recent approval of the Social Services Clerk to full time status, the department will have the additional time required to administer the program.

I am requesting approval to designate the Renter’s Rebate program to be administered by the Social Services office effective April 1, 2023.

Respectfully submitted,

[Signature]

Faith Richmond
Assessor
To: Mark Raimo, Town Manager
From: Jerry Lukowski, Director of Public Works
Date: March 3, 2023
RE: Chip Seal Bid Waiver

The Town of Watertown Department of Public Works respectively requests that the Watertown Town Council consider the following bid waiver:


This is a unit-based contract with a term of five years.

Thank you for your assistance in this matter.

attachments

Cc: S. Zappone, Finance Director
Town of Fairfield

Sullivan Independence Hall
725 Old Post Road
Fairfield, Connecticut 06824
Purchasing Department
(203) 256-3060
FAX (203) 256-3080

Award Recommendation Resolution:

On Friday, 22 July 2022, the Purchasing Authority recommended an award of bid number 2023-01 Chip Seal Paving Process, to Seymour Sealing Service, Inc., Wallingford, CT, based on the attached unit pricing, to provide labor, materials, equipment, and all else necessary to perform chip seal paving for the Fairfield Department of Public Works based on the bid specifications.

The award of this contract to Seymour Sealing Service, Inc. may be subject to the review and approval of the Board of Selectman.

[Signatures]
Brenda L. Kupchick, First Selectwoman
Gerald J. Foley, Director of Purchasing
BID # 2023-01
DESC Chip Seal Paving Process
DATE 7/14/2022
TIME 11:00 AM

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<td>12</td>
<td>Segregating ½” minus from millings to be used for chip seal</td>
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Add Alternates to this Bid:

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<th>Description</th>
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<tr>
<td>A2.</td>
<td>Milling 3”-6” of asphalt including trucking to DPW Yard or job site.</td>
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<td>A3.</td>
<td>Final grading of sub base after milling or reclaiming</td>
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<td>A4.</td>
<td>Supply and deliver additional Millings to DPW yard</td>
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TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL.
FAIRFIELD, CT 06824.

SEALED BIDS are subject to the standard
instructions set forth on the attached sheets.
Any modifications must be specifically
accepted by the Town of Fairfield,
Purchasing Authority.

Date Submitted 2022

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms Name and Title, Printed

Signature

Telephone Fax

E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Thursday, 14th July, 2022

To provide labor, materials, equipment and all else necessary to supply materials, labor, equipment and all else necessary to perform chip seal paving for the Fairfield Department of Public Works as detailed in the attached specifications.

NOTE:
1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company/affiliate or entity under common control who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked “BID 2023-01” on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.
INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Department of Public Works (DPW) is seeking competitive bids from qualified contractors to provide all materials, labor, and equipment necessary to perform chip seal paving processes to various roads within the Town of Fairfield, Connecticut as specified.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at https://fairfieldct.org/bids
- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after 12:00 pm on Thursday, 7th July, 2022.
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:
Corinne Dyer, Senior Buyer
cdyer@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 8th July, 2022 to the Town of Fairfield website, which is www.fairfieldct.org. It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

TERM / RENEWAL OF CONTRACT
- Aug 1, 2022 – July 31, 2023: The Town of Fairfield intends to award a twelve-month contract with four (4) one-year optional renewal terms. On (60) days advance written notice, the Town may renew the 2022 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) adjustment reflecting the CT-DOL market: http://www1.ctdot.state.ct.us/lmi/ctpi.asp
- Each renewal term may be extended at the sole discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract with two (2) weeks’ written notice.

BID BOND / BID SECURITY
Each bid shall be accompanied by a certified bid security check in the amount of $5,000.00, made payable to the Town of Fairfield. No bid will be accepted unless it is accompanied by said check. Checks will be returned after an award is made and work is in-process. Prior to beginning work, the lowest qualified bidder is required to provide the necessary insurance and bonds required by the Town of Fairfield.

Any bid submitted without such security will be excluded from the bidding process, no exceptions.

See Terms and Conditions for Payment and Performance Bond Requirements.

REQUIREMENTS
A. Any sizes or estimate of quantities are approximate and are not guaranteed in any respect. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.

B. Price is to include all labor, materials, tools, equipment, plant, mobilization, permits, insurances, etc., required to properly complete these services.

C. The Town of Fairfield reserves the right to award the bid with multiple items:
   • to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
   • to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
   • and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

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D. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.

E. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.

F. The awarded Contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with the Project Engineer.

G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.

H. Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following: Bid Invitation, Addendum, Award Resolution, Town Purchase Order, and Town Contract when applicable.

I. If total project exceeds $100,000 prevailing wage rates shall apply.

J. The Contractor shall have a minimum of five (5) years of experience in each application listed in this bid. Experience shall include but not be limited to Polymer Modified Asphalt Surface Sealer as applied to chip-seal, utilizing PASS-CR to the satisfaction of their clients. Contractors shall list and have successfully completed at least five (5) projects for each process.

FINAL INSPECTION
Upon written notice from the Contractor that the project is complete, the Town's project manager or designee will make a final inspection with the Contractor and will notify the Contractor in writing of any deficiencies in the project. The Contractor shall correct all deficiencies before final acceptance and payment is made.

FINAL INSPECTION FOR PAYMENT
After the Contractor has corrected all deficiencies to the satisfaction of Town’s project manager, the Contractor may make application for final payment following the procedure for progress payments.

PERFORMANCE ISSUES
The Town will hold the Contractor responsible for meeting all contractual obligations. If performance issues arise, the Town will schedule a meeting regarding the contractual deficiencies and the Contractor will be responsible for providing a written correction action plan within two (2) working days from meeting.

DETAILED SPECIFICATIONS

CHIP SEAL
- The application of aggregate shall meet all State of Connecticut Department of Transportation standards and specifications.
- The work shall be done in the following order;
  - Preparing the pavement surface,
  - Applying the Polymer Modified Asphalt Surface Sealer,
  - Applying aggregate,
  - Rolling the aggregate,
  - Sweeping up and disposing of excess aggregate off the job site.
  - Prior to chip seal operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms.
- Preparation to be done by Fairfield:
  - Prior to Chip Seal operation, the town shall remove any and all vegetation within the limits of the chip seal by applying approved herbicide.
  - Removal all existing thermoplastic striping, legends, and raised pavement markers, as well as any excessive adhesive left of the pavement.
  - Cover all personal covers, drain inlet covers, or other utility covers with either cut to fit plastic sheets or plastic bags. All traces of plastic, residual emulsion, and chips shall be removed.
• Application

  • Prior to chip seal operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms.

  • The application of Polymer Modified Asphalt Surface Sealer shall be applied when ambient temperature is about forty (40) degrees Fahrenheit and rising. The polymer modified asphaltic rejuvenating emulsion shall not be placed if the ambient temperature during the twenty four (24) curing period is expected to be below twenty five (25) degrees Fahrenheit.

  • Application shall be with a distributor truck to the pavement surface at a rate of .20 to .50 gallons per square yard. For cul-de-sacs, turnout pockets, elbows and curve returns the use of the hand hose may be required.

  • The aggregate shall be spread evenly by a computerized mechanical chip spreader. The spreader shall be capable of spreading in one (1) foot wide increments, and up to twenty (20) feet wide in a single pass.

  • The aggregate screening rate of application and corresponding emulsion spread rates shall conform to the following:

<table>
<thead>
<tr>
<th>Aggregate Application Rate</th>
<th>Emulsion Spread Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Grading A = 19 – 24 lbs/sy</td>
<td>.23 gals/sy - .26 gals/sy</td>
</tr>
<tr>
<td>For Grading B = 23 – 27 lbs/sy</td>
<td>.26 gals/sy - .31 gals/sy</td>
</tr>
<tr>
<td>For Grading C = 25 – 31 lbs/sy</td>
<td>.29 gals/sy - .38 gals/sy</td>
</tr>
</tbody>
</table>

  • Compaction shall be done by self-propelled 25,000 lbs. pneumatic-tired roller.

  • The pneumatic-tired roller shall be in good working condition and actively rolling at all times during the chip seal operation.

  • Power sweeping shall be done after chip seal operation to remove any excess loose aggregate.

  • The Contractor shall wait a minimum of one day after the chip seal application before applying other surface treatments.

• Equipment

  • The following equipment to be used for the chip seal shall be as follows:

    A. Sweepers shall be 4-wheel high dump models with a minimum capacity of four (4) cubic yards and capable of depositing debris into a dump truck. Sweepers shall be a filtered and pumped system with sufficient nozzles to adequately control dust, including as a minimum nozzle across the front and/or along the main broom and at least two (2) nozzles at the gutter broom.

    B. An asphalt distributor for application of the emulsion sealer shall have a full circulation spray bar that is adjustable to at least sixteen (16) feet wide in one (1) feet increments and capable of heating and circulating the emulsion simultaneously. It must have a computerized rate control for adjusting and controlling the application form the cab that is adjusting .01 gallons per square yard increments.

    C. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.

    D. A minimum of one (1) pneumatic roller weighting at least five (5) tons each.

• Material

  • The asphalt emulsion shall be a polymer modified rejuvenating emulsion with latex polymer, rejuvenating agent and asphalt and shall meet the following specifications;

  • PA-AS-1 a product of Polymer Science of America, or owner approved equal

• Stone should be trap rock and sieve analysis need to be provided. For example:

<table>
<thead>
<tr>
<th>Aggregate Size</th>
<th>Emulsion Spread Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/4 inch trap rock</td>
<td>.23 - .35 gallons per square yard</td>
</tr>
<tr>
<td>3/8 inch trap rock</td>
<td>.33 - .40 gallons per square yard</td>
</tr>
<tr>
<td>1/2 inch trap rock</td>
<td>.45 - .60 gallons per square yard</td>
</tr>
<tr>
<td>1/2 inch minus from screened millings</td>
<td>.4 - .55 gallons per square yard</td>
</tr>
</tbody>
</table>

• Payment

  • Payment shall include full compensation for furnishing, labor, materials, equipment, and incidentals, pre-sweeping, post-sweeping, cleaning surface, mixing, applying emulsion, and disposal.

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• For sweeping, payment shall be based upon an hourly rate. “Per hour” is defined as the time spent cleaning Town roads per sweeper with operator. For instance, two sweepers with operators working in tandem from 7AM to 3PM will be paid for 16 hours total. Commuting time to and from Fairfield shall not be considered in the “per hour” rate.

FOG SEAL

• **Description** This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a light coating of asphalt emulsion in an existing or newly constructed pavement or chip sealed surface.

• **Materials.** Asphalt emulsion SS-1, SS-1h, CSS-1, CSS-1h or PASS QB diluted with up to 50 percent water. Water shall be clean and clear and free of incompatible soluble salts or minerals.

• **Equipment.** Provide equipment conforming to the requirements of this section.
  - Obtain approval of equipment before starting the job.
  - Use equipment for asphalt emulsion distribution ensure that it has a computerized rate control that automatically adjusts the emulsion pump to the unit ground.
  - Furnish accurate thermometers for determining any of the applicable temperature requirements of this specification.

• **Weather Limitations**
  - Place the fog seal when the pavement and atmospheric temperature is 60°F (16°C) or above and the atmospheric temperature is 70°F (24°C) or above. Do not schedule the performance of this work for the time period before May 1 or after November 1. Do not place fog seal if any of the following conditions exist:
    - **A.** Impending weather conditions do not allow for proper curing or if temperatures are forecasted below 50°F (10°C) within 24 hours from the time of work.
    - **B.** The existing pavement temperature is 140°F (60°C) or above.
    - **C.** The pavement surface is wet or rain is forecasted within 24 hours of placement.

• **Surface Preparation**
  - The Contractor shall clean the pavement surface prior to placement with a power broom or road sweeper. Clean any muddy or dirty areas by flushing with water. Allow surface to dry completely prior to applying asphalt emulsion.

• **Application of Asphalt Emulsion.** The Contractor shall follow the construction methods as described.
  - Apply the asphalt emulsion at the target rate(s) established during the test strip.
  - Maintain the asphalt emulsion temperature from 150 to 185°F (65 to 85°C) during construction, including the start of each day. Reheat the asphalt emulsion at a rate of no more than 25 °F (14°C) per hour, when the asphalt emulsion is allowed to cool below 150°F (65°C).
  - If the target application rates are not the optimum application rates to achieve proper coating of the existing or newly constructed pavement or chip sealed surface or the break time is too long or short, immediately notify the Engineer. Adjust and document the new application rate by stationing.
  - Do not allow the asphalt emulsion to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated.
  - For chip seal surfaces, apply the asphalt emulsion to all exposed areas of asphalt or chip sealed surface as directed.
  - Unless otherwise specified in the Contract Documents, maintain adequate lanes of traffic.
  - Traffic shall be considered incidental to the performance of this item.

• **Asphalt Emulsion Application Rates**

**Gallons per Square Yard**

Material Asphalt

Chip Seal

Surface

50% Diluted Emulsion 0.03 – 0.11 0.06 – 0.15
• Acceptance
  • During the application of the fog seal, inspect the fog seal for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, and sweeping. Inspect workmanship for untreated areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

Verify the following for daily acceptance:
  A. Fog seal edge is neat and uniform along the roadway lane, shoulder, and curb lines.
  B. Fog seal has no surface patterns such as lean or heavy lines.
  C. Fog seal has no bleeding/flushing areas.
  D. Fog seal uniformly covers all portions of chip seal surface.
  E. Perform all corrective work to the satisfaction the Engineer.

• Method of Measurement: The Department will measure Fog Seal by the number of square yards treated

• Traffic Control: Contractor shall supply a minimum of four (4) certified flaggers to maintain traffic control.

ASPHALT PRICE ADJUSTMENTS:
1. Asphalt Price Adjustments allowed will be based on the June 2022 average of F.O.B. terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the Connecticut Department of Transportation based on prices of performance graded binder in accordance with the State of Connecticut Dept. of Transportation Standard Specification.

The June 2022 average is $710.00 per ton.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.


2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices that are posted on the 1st of each month, hereafter known as the “Adjustment Date”, During the contract period starting with (Month) 1, 2022. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., July 1, 2022) following the adjustment date.

The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

\[
\text{Price Adjustment} = \left( \frac{\text{New Monthly Average FOB Terminal Price}}{235} \right) X \text{ Allowable Petroleum\%}
\]

The allowable petroleum \% for PASS is 64\% + 4\%−68\% Total Petroleum Allowance.

Contract Rollover - Upon mutual request, the terms of this contract may be extended on a yearly basis. Price fluctuations will be allowed for liquid asphalt prices only. Asphalt prices will be determined by the state of Connecticut website:


The asphalt adjustment cost will be based on the variance in price for the liquid asphalt component for contract bid items. The Asphalt Price is available on the Department of Transportation Website: http://www.ct.gov/dot/asphaltadjustment

\[
P / 235 \times 0.67 \times 0.33 \times (\text{QUANTITY IN SQUARE YARDS}) / \$ \\
\text{Where: } P = [\text{Period Price} - \text{Asphalt Base Price}]
\]

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BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I. __________________________________________________________ have received the following contract documents,
   1. BID Document #2023-01,
   2. Posted addenda (if any) numbered ___ thru ____ , posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

1. Complete in place Chip Seal using ½" trap rock $_________ per sq. yd.
2. Complete in place Chip Seal using 3/8” trap rock $_________ per sq. yd.
3. Complete in place Chip Seal using ¼” trap rock $_________ per sq. yd.
4. Complete in Place Chip Seal using ½ minus screened from RAP $_________ per sq. yd.
5. Complete in place Chip Seal using recycled 3/8” trap rock $_________ per sq. yd.
6. Complete in place Chip Seal using recycled ¼” trap rock $_________ per sq. yd.
7. Complete in place Chip Seal using recycled ½” trap rock $_________ per sq. yd.
8. Option to provide road sweeping services per machine: $_________ per Hour
9. Fog Seal installed with SS-1, SS-1b, CSS-1, CSS-1b at $_________ per sq. yd.
10. Fog seal installed with PASS-QB at $_________ per sq. yd.
11. Crushing of millings (RAP) $_________ per ton
12. Segregating ½” minus from millings to be used for chip seal $_________ per ton

Add Alternates to this Bid:
1. Milling 0-3” of asphalt including trucking to DPW yard or job site. $_________ per sq. yd.
2. Milling 3”-6” of asphalt including trucking to DPW Yard or job site. $_________ per sq. yd.
3. Final grading of sub base after milling or reclaiming $_________ per sq. yd.
4. Supply and deliver additional Millings to DPW yard $_________ per sq. yd.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

   a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
   b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
   c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

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d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST
The following must be submitted with proposal:

☐ Cover page, completed and signed.
☐ Bid security in the amount of $5,000.00.
☐ Addenda acknowledged per Item 2 on Bid Proposal Form, or
☐ Signed and submitted with modified pricing if requested.
☐ List of references where projects performed of comparable size and scope within the past three years.
☐ Schedule of values.
☐ List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)  Signature  Date
PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID

BID PROPOSALS
Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2023-01” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT/REJECT
AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS
Questions concerning conditions, bidding guidelines and specifications should only be directed in writing to:

Ms. Corinne M. Dyer, Senior Buyer: CDyer@fairfieldct.org

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES
Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION
Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND
The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount of $5,000.00, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/reports/ref/suretyBond/a570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS
The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES
No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD
The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be not thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.
THE CONTRACTOR
The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT
No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS
Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND
The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit in the amount of $100,000.00.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/rec/insuranceHandout570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS
1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE
Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE
Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

INSURANCE
A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees and subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town’s Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.
INSURANCE RIDER

Without limiting the Contractor’s liability, the Contractor shall provide and maintain in full force and effect at all times until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years, insurance coverage related to its services in connection with the project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor’s policies.

B. Minimum Scope and Limits of Insurance:

Worker’s Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars ($500,000) Employer Liability each accident.
- Five hundred thousand dollars ($500,000) Employer Liability each employee by disease.
- Five hundred thousand dollars ($500,000) Employer Liability policy limit coverage for disease.

Commercial General Liability Insurance:

- Bodily Injury, Personal Injury and Property Damage one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) aggregate.
- Products/Completed Operations one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) aggregate.

Automobile Liability Insurance:

- A combined single limit of one million dollars ($1,000,000). This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a “non-Ownership” provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work, and, rider CA9948 or equivalent

Umbrella/Excess Liability Insurance:

- Five million dollars ($5,000,000) each occurrence, five million dollars ($5,000,000) aggregate. Such coverage must be follow form over Worker’s Compensation, Commercial General Liability, and Automobile Liability.

Indemnification: The Contractor shall defend, indemnify and save harmless the Town and its officers, agents, servants, officials, employees, volunteers, boards and commissions from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses of any nature, including attorneys’ fees, on account of bodily injury, sickness, disease, death or any other damages or loss sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents, servants or employees, any of its sub-contractors, the Town, any of its respective officers, agents, servants, officials, employees, volunteers, boards and commissions and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, other than supervisory acts or omissions of the Town, its officers, agents, servants, officials, employees, volunteers, boards and commissions, in connection with the work called for in the Contract.

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor’s policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an A.M. Best rating of A- XV or otherwise acceptable by the Town’s Risk Manager.

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Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town’s Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract.

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, provided ten (10) days prior written notice shall be sufficient in the case of termination for nonpayment.

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor’s activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor’s full responsibility to provide insurance as required under this Contract.

Contractor’s Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Prime, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town’s Risk Manager prior to the award of the Contract if required by the Bid documents, but in all events prior to Contractor’s commencement of work under this Contract. The Certificate(s) will specify all parties who are insured under the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

OSHA:
The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING:
Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS:
All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds $100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.cidol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: https://www.del.gov/whd/govcontracts/dbru.htm

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

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CONFLICT OF INTEREST
No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars ($100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars ($100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

NON-WAIVER CLAUSE
The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES
In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

SCOPE OF WORK/SITE INSPECTIONS
The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS
No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED
It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT
Federal Tax Exemption 06-6001998.
Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.
No exemption certificates are required and none will be issued.
REFERENCES
Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**
- Name of Company  
- Contact Person  
- Company Address  
- Project, Location, & Date Completed  
  
- Phone  
- Cell  
- Email

**REFERENCE #2:**
- Name of Company  
- Contact Person  
- Company Address  
- Project, Location, & Date Completed  
  
- Phone  
- Cell  
- Email

**REFERENCE #3:**
- Name of Company  
- Contact Person  
- Company Address  
- Project, Location, & Date Completed  
  
- Phone  
- Cell  
- Email

**REFERENCE #4:**
- Name of Company  
- Contact Person  
- Company Address  
- Project, Location, & Date Completed  
  
- Phone  
- Cell  
- Email

**REFERENCE #5:**
- Name of Company  
- Contact Person  
- Company Address  
- Project, Location, & Date Completed  
  
- Phone  
- Cell  
- Email
SUBCONTRACTORS
Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company ___________________________ Fed ID # ___________________________
Contact Person ___________________________
Company Address ___________________________
Trade ___________________________
Title ___________________________
Phone ___________________________
Email ___________________________
Rates: Supervisor $ ______ /hr Foreman $ ______ /hr Journeyman $ ______ /hr Apprentice $ ______ /hr

SUBCONTRACTOR #2:

Name of Company ___________________________ Fed ID # ___________________________
Contact Person ___________________________
Company Address ___________________________
Trade ___________________________
Title ___________________________
Phone ___________________________
Email ___________________________
Rates: Supervisor $ ______ /hr Foreman $ ______ /hr Journeyman $ ______ /hr Apprentice $ ______ /hr

SUBCONTRACTOR #3:

Name of Company ___________________________ Fed ID # ___________________________
Contact Person ___________________________
Company Address ___________________________
Trade ___________________________
Title ___________________________
Phone ___________________________
Email ___________________________
Rates: Supervisor $ ______ /hr Foreman $ ______ /hr Journeyman $ ______ /hr Apprentice $ ______ /hr

SUBCONTRACTOR #4:

Name of Company ___________________________ Fed ID # ___________________________
Contact Person ___________________________
Company Address ___________________________
Trade ___________________________
Title ___________________________
Phone ___________________________
Email ___________________________
Rates: Supervisor $ ______ /hr Foreman $ ______ /hr Journeyman $ ______ /hr Apprentice $ ______ /hr

NOTE: All sub-Contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.
To: Mark A. Raimo, Town Manager

From: Jerry Lukowski, Director of Public Works

Date: March 3, 2023

RE: Request for Appropriation – SLR

The Department of Public Works respectfully requests that the Watertown Town Council consider approving an appropriation in the amount of $8,550.00 for the RSA Traffic Study – Watertown, due to original funds for the study going back into the General Fund at the close of FY 2022. This appropriation will cover the remainder of the original $9,500.00 cost.

Line Item for appropriation is 010.50529.031.2935.9010 RSA TRAFFIC STUDY

Please feel free to contact this office if you have any questions regarding this request.

Cc: File – Danielle/Appropriations
MANAGEMENT MEMO

TO: Sue Zappone, Finance Director
FROM: Chief Joshua Bernegger
CC:
DATE: March 3, 2023
SUBJECT: Reimbursements Received by the Finance Department

On February 10, 2023 the following reimbursement has been received by the finance department for a software Forensic tool, which we purchased out of the Maintenance Agreements line item:

2/10/23 - $5,515

Please appropriate the aforementioned amount of $5,515 to the police department Maintenance Agreements line item 010-50332-019-0000.

Thank you.
RESOLUTION

WHEREAS, taxpayers have made applications for property tax refunds in accordance with C.G.S. Section 12-129 *Refunds of Excess Payment*;

WHEREAS, the Tax Collector recommends that the refunds be made in accordance with the provisions of Section 12-1298;

NOW THEREFORE BE IT RESOLVED, that the Town Council approves the attached listing of tax refunds.

Dated at Watertown, Connecticut this 6th day of March, 2023.

Jonathan Ramsay, Chairman
Watertown Town Council

At a regular meeting of the Watertown Town Council held on March 6, 2023 the foregoing resolution was moved for adoption by
Councilman/Councilwoman____________________________. The motion was supported by
Councilman/Councilwoman____________________________.

Motion declared adopted.

Susan King, Clerk
Watertown Town Council
ACTION TAKEN BY THE TOWN COUNCIL:

At a regular meeting of the Town Council held on __________ day of __________, 2023, it was authorized to refund property taxes, interest, and fees amounting to $ ______________ to the below applicants.

<table>
<thead>
<tr>
<th>Bill</th>
<th>Name</th>
<th>Address</th>
<th>City/State/Zip</th>
<th>Prop Loc/Vehicle Info.</th>
<th>Reason</th>
<th>Tax</th>
<th>Int</th>
<th>Fees</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-01-0007062</td>
<td>EMMONS CYNTHIA</td>
<td>24 FREEDOM TRAIL, DENNIS, MA 02638</td>
<td>192 NOVA SCOTIA HILL RD</td>
<td>2007/JF16D61647H523001</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>323.42</td>
<td>0</td>
<td>0</td>
<td>323.42</td>
</tr>
<tr>
<td>2021-03-0051486</td>
<td>BENDTSEN KIMBERLY C</td>
<td>111 MEADOWCRE SP, WATERTOWN, CT 06</td>
<td>2007/JF16D61647H523001</td>
<td>Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED</td>
<td>111.99</td>
<td>0</td>
<td>0</td>
<td>111.99</td>
<td></td>
</tr>
<tr>
<td>2021-03-0054511</td>
<td>DAIMLER TRUST</td>
<td>14372 HERITAGE FORT WORTH, TX 76</td>
<td>2020/4GFB4K81LA150302</td>
<td>Sec. 12-129 Refund of Excess Payments - ACCOUNT PRORATED</td>
<td>474.63</td>
<td>0</td>
<td>0</td>
<td>474.63</td>
<td></td>
</tr>
<tr>
<td>2021-03-0055731</td>
<td>DONSTON THOMAS S</td>
<td>320 PARK RD, WATERTOWN, CT 06</td>
<td>2015/JGCVKREODZ266744</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>21.56</td>
<td>0</td>
<td>0</td>
<td>21.66</td>
<td></td>
</tr>
<tr>
<td>2021-04-0081411</td>
<td>GORMAN THOMAS J</td>
<td>163 LOOP RD, WATERTOWN, CT 06</td>
<td>2018/1C4IFAG6JC162976</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>54.00</td>
<td>0</td>
<td>0</td>
<td>54.00</td>
<td></td>
</tr>
<tr>
<td>2021-04-0082372</td>
<td>NEUMAN MATTHEW W</td>
<td>10 TAFT PT APT 6, WATERBURY, CT 06</td>
<td>2018/JM3KFBCM7J0409140</td>
<td>Sec. 12-126 Tangible Personal Property Assessed in more than one Mun.</td>
<td>43.82</td>
<td>0</td>
<td>0</td>
<td>43.82</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL** | 1,029.52 | 0.00 | 0.00 | 1,029.52 |

Susan King, Clerk of the Town Council