1. Call Meeting to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Public Comment.

5. Minutes.
   a. Regular Meeting, March 6, 2023

6. Chairman’s Report
   a. Correspondence.
      1. Resignation letter from John Waiculonis as a member of the Public Buildings Committee dated February 22, 2023

7. Town Manager’s Report.
   a. Employee Recognition

8. Subcommittee Reports.
   a. Finance Subcommittee – Fiscal Year 2023-2024 Budget Reviews
      1. Fire Department Budget (pg 17), Chief David Bromley
      2. Water and Sewer Budget (pg. 54), Jerry Lukowski, Director of Public Works
3. Public Works Budget (pg. 29), Jerry Lukowski, Director of Public Works


   a. Consider the adoption of a proposed amendment to the Watertown Code of
      Ordinances to Section 26-4. Illicit Discharge and Stormwater Connections.

   b. Consider authorizing the Town Manager to enter into an agreement with New
      Cingular Wireless PCS, LLC for a cell tower lease on the Buckingham Street water
      tower.

   c. Consider setting a special town meeting date time and place to consider an
      appropriation from the General Fund in the amount of $418,586 for the Woolson
      Street Bridge Project. Funds to be reimbursed at fifty percent through a grant with
      the State of Connecticut Department of Transportation.

   d. Consider an appropriation from the General Fund in the amount of $7,850 to the
      Public Works guardrail account. Funds received from the Town’s claim with Amica
      Insurance Company due to guardrail damages sustained by a motor vehicle accident.

   e. Consider a resolution authorizing the transfer of funds between line items for Fiscal
      Year 2023-2024.

   f. Consider a resolution authorizing tax refunds.

10. Adjournment.
NOTICE IS HEREBY GIVEN that The Watertown Town Council will hold a Public Hearing on March 20, 2023 at 6:30 p.m. at the Watertown Town Hall, 61 Echo Lake Rd., Watertown Connecticut to hear public comment regarding the proposed amendment to the Watertown Code of Ordinances.

Chapter 26 – Streets, Sidewalks and Other Places, Article VI. Illicit Discharge and Connection to Stormwater System

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

Anyone wishing to present written testimony may do so in writing prior to, or at the public hearing by March 20, 2023 at 2:00 p.m. to Watertown Town Council 61 Echo Lake Rd., Watertown, CT 06795. Oral testimony may also be heard at the public hearing.

A copy of the entire proposed language of the proposed ordinance can be viewed by accessing the Town of Watertown’s web site at: www.watertownct.org. A copy may also be obtained at the Town Hall, 61 Echo Lake Rd, Watertown, Connecticut during normal business hours.

The Town of Watertown is an EEO/AA Employer. It also promotes fair housing and makes all programs available to lower income persons regardless of race, color, sex, age, national origin, religion, disability/handicap, marital status or sexual preference. The public hearing location is accessible to persons with physical disabilities. If you require a translator, or accommodations for a hearing impairment or other accommodation, contact the Town of Watertown at 860-945-5255.

Dated at Watertown, Connecticut this 9th day of March, 2023.

Mark A. Raimo, Town Manager
RETURN OF NOTICE
TOWN OF WATERTOWN
NOTICE OF PUBLIC HEARING

I hereby certify that on March 9, 2023 I left a duplicate copy of the attached Notice of Public Hearing, Town of Watertown, Connecticut with Lisa Dalton its Town Clerk.

I further certify that on March 9, 2023 I caused a copy of said Notice of Public Hearing to be published in the TOWN TIMES which newspaper has a substantial circulation in said Town.

I further certify that on March 9, 2023 I caused to be set upon the signpost or other exterior places nearest the Office of the Town Clerk and all other places and signposts designated by the Town, a written copy of said Notice of Public Hearing signed by the Town Manager of the Town of Watertown.

I further certify that all the above acts were done at least five (5) days before the holding of the Public Hearing March 20, 2023.

Dated at Watertown, Connecticut this 9th day of March, 2023.

Mark A. Raimo, Town Manager

TOWN CLERK’S CERTIFICATION AS TO
NOTICE OF PUBLIC HEARING AND RETURN OF NOTICE

I hereby certify that the attached Notice of Public Hearing and the foregoing Return of Notice of Public Hearing are duly recorded in the records of the Town of Watertown, Connecticut and that Mark A. Raimo was Town Manager on the date the Notice and the Return of Notice were signed.

Dated at Watertown, Connecticut this 9th day of March, 2023.

Lisa Dalton, Town Clerk

SEAL
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.


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 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 believe 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 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 Director of Public Works (DPW) or designated.

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.


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.

Illegal 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)(4).

**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. 26-221. **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, or 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 35.2003(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 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 believethat 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. 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 on the appeal 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 Towner
If a violation is not abated within thirty days of the Notice of Violation, or the resolution of any appeal, therefore, 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 his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the municipal authority or their 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 rectify the premises; it shall be unlawful for any person, owner, agent of person in possession or 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 opposing 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 1.5 percent per annum shall be assessed on the balance beginning on the 1st 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. Any 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 stoning, attendance at compliance workshops, creek cleanup, etc., or may refer the violator.


In addition to the enforcement proceedings 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 and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoins, 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. 26-2442. 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.
JOB DESCRIPTION
Wetlands Enforcement Officer - Assistant Zoning Enforcement Officer –
Assistant Land Use Administrator

JOB TYPE: FULL-TIME
STATUS: NON - EXEMPT, HOURLY
COMPENSATION: PER UNION CONTRACT
REPORTS TO: LAND USE ADMINISTRATOR/COMMISSIONS
APPROVED BY: WATERTOWN TOWN COUNCIL
APPROVAL DATE: FEBRUARY 7, 2023
APPROVAL BY: PLANNING & ZONING COMMISSION §36-2 ORD
APPROVAL DATE: DECEMBER 7, 2022

POSITION SUMMARY: Provides professional staff functions for the Conservation Commission/Inland Wetland Agency, Zoning Board of Appeals; and Planning and Zoning Commission as necessary. Provides technical analysis and guidance on standards including inland wetlands and watercourses regulations, zoning and subdivision regulations, erosion and sediment control standards, stormwater management standards in concurrence with related town staff, and correlated land use regulations. Responsible for enforcement of Inland Wetlands and Watercourses Agency and zoning regulations, erosion and sediment control standards.

SUPERVISORY RESPONSIBILITIES: Under the direct supervision of the Land Use Administrator, Town Manager and Planning and Zoning Commission as specified by town charter; general direction of the Conservation Commission/Inland Wetlands and Watercourses Agency (CC/IWWA), Zoning Board of Appeals (ZBA).

SUPERVISION EXERCISED
Provides general guidance to support staff in the performance of the outlined duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provide professional staff functions for the CC/IWWA, ZBA and Planning and Zoning Commission as necessary;
- Primarily attends CC/IWWA and ZBA Commission meetings; analyzes application proposals; reviews findings with appropriate Commission;
- Investigates and resolves complaints applicable to land use functions including zoning and inland wetlands regulations, erosion and sediment control standards;
- Perform review and inspection of construction sites, both residential and commercial, throughout the application and developmental process to ensure compliance with applicable land use regulations;
- Review and approve zoning applications, CC/IWWA and ZBA decision letters and additional related forms requiring a zoning official signature;
- Participates in preapplication meetings with customers and applicants;
- Participate in and assist department in developing and maintaining an efficient and effective developmental review process;
- Reviews regulations and recommends updates to Commission members and Land Use Administrator;
- Performs supplementary duties as assigned by the Land Use Administrator.

REQUIRED SKILLS AND ABILITIES:
- Organizational skills, attention to detail and ability to prioritize.
- Extensive knowledge of CT municipal land use principles and practices, particularly zoning, inland wetlands and watercourses, and erosion and sediment control practices.
- Considerable ability to interpret and discuss applicable laws, ordinances, regulations, maps and plans;
- Effective verbal and writing communication skills; Strong ability to communicate effectively with customers and the general public; considerable ability to educate and inform commissioners through the use of presentations and reports;
- Knowledge and experience with digital information systems including GIS mapping, e-permit and office productivity systems;
- Ability to develop and maintain effective working relationships with management, co-workers and the general public.
- Ability to learn and apply new information, technology and legislation applicable to departmental activities.

EDUCATION AND EXPERIENCE:
- A BS degree in urban planning, natural science or similar related field is preferred. However, a combination of an Associates Degree in a related field with two (2) years of specialized experience in planning and zoning, land development or related field.
- Certification by CT Association of Zoning Enforcement Officials, and CT DEEP Inland Wetlands and Watercourses certification or the ability to become certified as a zoning enforcement officer within one year.

SPECIAL REQUIREMENT:
- Must have a valid Connecticut driver’s license or be able to obtain one in sixty (60) days.

PHYSICAL DEMANDS:
The physical demands here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
While performing the essential functions of this job, the employer is frequently required to stand, walk, use hands and fingers, handle or operate objects, controls or standard office equipment, reach with hands and arms, and occasionally balance or crouch to file documents and reports. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Employee’s signature below indicates an understanding of the requirements, essential functions and duties of the position.

WORK ENVIRONMENT:

This job operates in a professional office environment, with regular related field work. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets and fax machines.

While performing the duties of this job, the employee may regularly work in outside weather conditions. The employee may occasionally be exposed to wet and/or humid conditions, extreme cold, extreme heat and airborne particles. The noise level in the work environment is usually quiet in the office, and moderately noisy to noisy in the field.

POSITION TYPE/EXPECTED HOURS OF WORK:

This position is a collective bargaining unit member.

This is a full-time position and hours of work and days are as stated in the collective bargaining agreement. This position occasionally requires long hours beyond those scheduled hours, including evening and weekend work as job duties demand.

TRAVEL:

Travel is primarily local during the business day, although some out of the area travel and overnight may be expected for conferences and seminars.

OTHER DUTIES:

Please note this job description is not designed to cover or contain a comprehensive listing of functions, activities, duties or responsibilities that are required of the employee for this job. Functions, duties, responsibilities and activities may change at any time with or without notice.

EEOC STATEMENT:

It is the policy of the Town of Watertown to provide equal employment opportunity to all persons regardless of age, color, national origin, citizenship status, physical or mental disability, race, religion, creed, gender, sex, sexual orientation, gender identity and/or expression, genetic information, marital status, status with regard to public assistance, veteran status, or any other characteristic protected by federal, state or local law. In addition, the Town of Watertown will provide reasonable accommodations that do not present an undue hardship for qualified individuals with disabilities.

Wetlands Enforcement Officer - Assistant Zoning Enforcement Officer –
Assistant Land Use Administrator – Final 3-15-2023

Town of Watertown-Job Description
The employee's signature below indicates an understanding of the requirements, essential functions, and duties of the position.

________________________  _______________________
Employee Signature        Date
Dear Ms. Dalton,

My term for serving on the Public Buildings Committee ended on January 31, 2023. Prior to that date I wrote to the chairman Bob Porter notifying him that, while I enjoyed serving for many years, I did not wish to be appointed to another term.

I received an email from Executive Administrative Assistant Lisa Cattaneo saying she had received a copy of the letter but I needed to notify the town clerk's office of my intention to no longer serve on the PBC. Therefore, please consider this letter my official resignation from the Public Buildings Committee.

If you have any questions please feel free to contact me.

Thank you.

Sincerely,

John Waiculonis

[CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]
WE ARE VOLUNTEERS SERVING OUR COMMUNITY SINCE MAY 08, 1894

Current Membership of 120 allowed
74 Active Members (same as last year)
(50 Members are Certified EMS Responders) 1 less than last yr
1 Department Surgeon
2 Department Chaplains

75% of the Nations Firefighters are Volunteers
It is an estimated that the Town has a $6m Annual Cost Savings vs Career. That with the response your town volunteers give, some residents believe they have a full time Fire Dept.
2 FIRE Stations
1 Main St, 1 Buckingham St and a 3rd requested to be part of the future Police and Senior Center Complex

Current Apparatus:

4 Engines
1 Engine Tanker
2 Aerial Ladders
1 Rescue
1 Utility/Brush Truck
3 EMS cars
2 Utility/Rehab
3 FD Command Cars
2 Fire Marshal Cars
1 ATV
2 Trailers
1 Rescue Boat
1 Ice Rescue Boat/Sled

READY TO RESPOND
MEMBERS TRAIN EXTENSIVELY ONLINE & IN PERSON
IN 2022, MEMBERS LOGGED OVER 2450 HOURS OF VOLUNTEER TRAINING
PUBLIC EDUCATION

- Volunteer Firefighters visit each Daycare, Preschool, Grammar school and Parochial school each year during October for fire prevention. The Department Hosts an Open House for the public to learn about Fire Prevention and how the Department performs, we also distribute Smoke Detectors for those in need.
ABOVE ARE INCIDENTS ALONG MAIN STREET

WFD RESPONDED TO 2,982 FIRE, RESCUE AND EMS CALLS IN 2022, AN INCREASE OF 54 INCIDENTS FROM 2021.
LADDER 2 IS A 1992 SIMON DUPLEX/LTI 110 FT, CURRENTLY 31 YEARS OLD. NFPA REPLACEMENT IS RECOMMENDED AT 25 YEARS OLD.

THANK YOU FOR $1,500,000 Bonding approval Nov. 08, 22 replacement of Ladder 2, FY 22-23

THIS VEHICLE IS CURRENTLY GOING THRU BID PROCESS AND EST REPLACEMENT IS 2 YEARS AWAY
APPARATUS REPLACEMENT FUND

Department Requests funding annually of $150,000. This fund allows the town to replace fire apparatus on a 25 yr replacement schedule per NFPA Guidelines. This fund saves the Town thousands of dollars in bonding / interest costs. Past years of non funding has caused some delays in the replacement plan.

Current account contains $776,507, with $757,357 of that fund approved FY 22-23 for a Bid purchase of Engine 1, Order date was 03/30/2022 with estimated delivery late fall of 2023. (ENG 1 26yrs old)

$150k funded for the upcoming 2023-2024 FY will begin the process of replacement of RESCUE 10.

RESCUE 10 is a 2000 Spartan Chassis Medium Rescue. Based on annual funding and replacement costs, reuse of Rescue 10 Stainless steel body, a cost savings to the Town. The replacement cost today is est. at $600,000. Making delivery of a new Rescue 10 during 2026-2027 FY, if fully funded each year forward. Rescue 10 would be 27 years old when replaced.
### 2023 – 2024 Department Budget Request:

<table>
<thead>
<tr>
<th>Item</th>
<th>Town Manager Rec.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pg17 Admin Asst. increase from $45,264, contractual pay rates</td>
<td>$ 46,301</td>
</tr>
<tr>
<td>Pg17 Deputy Chief increase from $25,199, weekly hours from 15 to 20</td>
<td>$ 33,603</td>
</tr>
<tr>
<td>Pg18 Vol. Firefighter pay per call increase from $295,000 ($8.50 to $10.00)</td>
<td>$ 315,000</td>
</tr>
<tr>
<td>Pg18 Emer. Man. Dir Increase from $7,000, approved during FY22-23</td>
<td>$ 12,500</td>
</tr>
<tr>
<td>Pg18 Deputy EMD increase from 0, approved during FY22-23</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>Pg18 Hose Testing increase from $4,200</td>
<td>$ 5,100</td>
</tr>
<tr>
<td>Pg18 Medical Services decrease from $22,000 to $12,000</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Pg18 450 NW CT Public Safety increase from $9,000</td>
<td>$ 9,450</td>
</tr>
<tr>
<td>Pg18 Replacement Car 1 increase, Scheduled plan 3yr lease/purchase</td>
<td>$ 25,000</td>
</tr>
<tr>
<td>Pg18 Replacement of Car 2 decrease, lease/purchase paid off</td>
<td>$ 0</td>
</tr>
<tr>
<td>Pg18 AED Replacement decrease from $8,915 to $3,000</td>
<td>$ 3,000</td>
</tr>
<tr>
<td>Pg19 Communication Equip. Maint decrease from $6,000 to $4,000</td>
<td>$ 4,000</td>
</tr>
<tr>
<td>Pg19 Medical Supplies increase, from $10,000</td>
<td>$ 12,000</td>
</tr>
<tr>
<td>Pg19 Uniform/Protective Clothing decrease from $45,000 to $40,000</td>
<td>$ 40,000</td>
</tr>
<tr>
<td>Pg19 Spec Police/Fire Supply decrease from $17,000 to $15,000</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>Pg19 Firefighting Equip. decrease from $78,234 to $53,234</td>
<td>$ 53,234</td>
</tr>
</tbody>
</table>

**FY 22-23 Budget was $1,053,893 --- FY 23-24 Budget request is $1,049,269 a .044% decrease of $4,624**
The Watertown FIRE and EMS Services, continually serve the TOWN OF WATERTOWN and OAKVILLE, with members putting themselves in harms way daily. They respond to Fire and Medical Emergencies and treat residents who are still testing positive for COVID19 and other diseases.

The Deputy Chief and I know the Town was in hard times due to the Pandemic and we are now on the recovery side, with the assistance of Federal monies. That the Town Manager was fair in his review to the Fire Department budget. That along with projects already completed and a budget presented as asked for at a ZERO increase, we will make this less than ZERO increase budget work and ask that no further cuts be made.
The Watertown Fire Department stands Ready Day & Night

Thank you!!
DPW/W & S Budget 2023
Overview #1

• American Society of Civil Engineers (ASCE)

• ASCE Grades for Connecticut
  • Overall “C” Grade
  • Roads “D+” Grade – Watertown 61 “F”
  • Bridges “C” Grade
  • Drinking Water “C” Grade
  • Wastewater “C-”
DPW/W&S Budget 2023
Overview #2

- Infrastructure – Valued at $1B
- Budget Line Items – Budget Transfer and Appropriations
  - DPW = 6 Categories 137 Line Items
  - Water & Sewer = 14 Categories 212 Line Items
  - Southbury = 5 Categories 39 Line Items
    - Plus this was with Park and Facilities
W & S Budget 2023
Overview

• Enterprise Account
• Water & Sewer is Operational and Revenue
• No Rate Increase
  • Current No Change
  • Future Hard to Say
• Pending Lawsuit w/ Waterbury – Years to Solve
• Water & Sewer Personnel Changes
  • Asst Water Superintendent
  • Office Manager
• Security – Computer Systems & Physical Plant
• Redundancy Improvements – 36” Aqueduct
# W & S 2023 Budget Increase

## Fund 015 - Sewer Operations - Expenses

<table>
<thead>
<tr>
<th>Name</th>
<th>Line Item</th>
<th>Last Year</th>
<th>This Year</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Consultant</td>
<td>015.50310.074.2275.9015</td>
<td>-</td>
<td>$8,000</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td>Data Processing Services</td>
<td>015.50311.074.3088.9015</td>
<td>$8,000</td>
<td>$42,500</td>
<td>$34,500</td>
<td>431%</td>
</tr>
<tr>
<td>Utilities - Electric</td>
<td>015.50323.074.0000.9015</td>
<td>$32,000</td>
<td>$60,000</td>
<td>$28,000</td>
<td>87%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>015.50334.074.0158.9015</td>
<td>$30,000</td>
<td>$50,000</td>
<td>$20,000</td>
<td>66%</td>
</tr>
<tr>
<td>Transfer to Sewer Capital</td>
<td>015.50590.074.0000.9015</td>
<td>$169,000</td>
<td>$259,750</td>
<td>$90,750</td>
<td>53%</td>
</tr>
<tr>
<td>Transfer to W &amp; S Debt</td>
<td>015.50605.074.0000.9015</td>
<td>$300,750</td>
<td>$426,490</td>
<td>$426,490</td>
<td>42%</td>
</tr>
</tbody>
</table>

## Fund 016 - Sewer Capital

<table>
<thead>
<tr>
<th>Name</th>
<th>Line Item</th>
<th>Last Year</th>
<th>This Year</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawn Mower</td>
<td>016.50500.076.0711.9016</td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Sewer &amp; MH Rehab.</td>
<td>016.50529.076.2459.9016</td>
<td>$100,000</td>
<td>$150,000</td>
<td>$50,000</td>
<td>50%</td>
</tr>
<tr>
<td>3R (Repair, Replace, Rehab.)</td>
<td>016.50529.076.2572.9016</td>
<td>$50,000</td>
<td>$75,000</td>
<td>$25,000</td>
<td>50%</td>
</tr>
<tr>
<td>Lawn Mower w/Trailer</td>
<td>016.50571.076.2279.9016</td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
</tbody>
</table>
# W & S 2023 Budget Increase

## Fund 017 Water
### Operations - Expenses

<table>
<thead>
<tr>
<th>Name</th>
<th>Line Item</th>
<th>Last Year</th>
<th>This Year</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>GIS Consultant</td>
<td>017.50310.075.2275.9017</td>
<td>-</td>
<td>$8,000</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td>Data Processing Services</td>
<td>017.50311.075.3088.9017</td>
<td>$7,750</td>
<td>$42,500</td>
<td>$34,750</td>
<td>448%</td>
</tr>
<tr>
<td>Instrument Service Contract</td>
<td>017.50318.075.0465.9017</td>
<td>$4,500</td>
<td>$7,500</td>
<td>$3,000</td>
<td>66%</td>
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<tr>
<td>Maintenance of Mains</td>
<td>017.50318.075.0858.9017</td>
<td>$90,000</td>
<td>$102,000</td>
<td>$12,000</td>
<td>13%</td>
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<tr>
<td>Utilities - Electric</td>
<td>017.50323.075.0000.9017</td>
<td>$70,000</td>
<td>$90,000</td>
<td>$20,000</td>
<td>28%</td>
</tr>
<tr>
<td>Printing &amp; Binding</td>
<td>017.50320.075.0000.9017</td>
<td>$15,000</td>
<td>$19,000</td>
<td>$4,000</td>
<td>26%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>017.50334.075.0158.9017</td>
<td>$30,000</td>
<td>$50,000</td>
<td>$20,000</td>
<td>66%</td>
</tr>
<tr>
<td>Pipe Fitting Material</td>
<td>017.50441.075.0000.9017</td>
<td>$5,000</td>
<td>$20,000</td>
<td>$15,000</td>
<td>300%</td>
</tr>
<tr>
<td>Water Materials</td>
<td>017.50446.075.0000.9017</td>
<td>$15,000</td>
<td>$30,000</td>
<td>$15,000</td>
<td>50%</td>
</tr>
<tr>
<td>Transfer to Water Capital</td>
<td>017.50580.075.0000.9017</td>
<td>$269,000</td>
<td>$280,000</td>
<td>$11,000</td>
<td>4%</td>
</tr>
</tbody>
</table>

## Fund 018 Water
### Capital

<table>
<thead>
<tr>
<th>Name</th>
<th>Line Item</th>
<th>Last Year</th>
<th>This Year</th>
<th>Difference</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lawn Mower</td>
<td>018.50500.077.0711.9018</td>
<td>-</td>
<td>$5,000</td>
<td>$5,000</td>
<td></td>
</tr>
<tr>
<td>Echo Lake Rd. Remove PRV</td>
<td>018.50500.077.3106.9018</td>
<td>-</td>
<td>$15,000</td>
<td>$15,000</td>
<td></td>
</tr>
<tr>
<td>Recoat Floor: Straits Tank</td>
<td>018.50500.077.3107.9018</td>
<td>-</td>
<td>$50,000</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Carvel Pit Flow Meter</td>
<td>018.50529.077.1984.9018</td>
<td>$40,000</td>
<td>$75,000</td>
<td>$35,000</td>
<td>87%</td>
</tr>
<tr>
<td>Bunker Hill 500' Water Main</td>
<td>018.50529.077.3014.9018</td>
<td>-</td>
<td>$50,000</td>
<td>$50,000</td>
<td></td>
</tr>
<tr>
<td>Emergency Water Pump</td>
<td>018.50529.077.3105.9018</td>
<td>-</td>
<td>$80,000</td>
<td>$80,000</td>
<td></td>
</tr>
</tbody>
</table>
DPW Budget 2023
Overview #1

- DPW – Highways, Engineering, Street Lights, Tree Removal, Transfer Station and Snow Removal

- Cost of Material
  - Increased Volatility with liquid asphalt
  - Spiraling costs in energy, labor, equipment, and parts.

- Maintenance Less Construction
- Highways in the Past
- Future Highway Garage
DPW Budget 2023
Overview #2

• Highways Personnel Changes
  • No new FTEs (Reorganization for Efficiency)
    • Mechanic
    • Foremen
    • Equipment Operator
    • MEO – Clerk

• Road Conditions
  • BETA Study $45M to fix all roads
  • Highways Operational Budget $2.25M for the past 5-10 years
  • In the Past Road Capital Limited
  • Thank You for the $5M and $1.5M
  • 20% of our Roads – But Flip this number 80% we will still have to Band - Aid
Good News

- Developing Solutions
- Shovel in the ground
- Training of the Team

Highlight two Cost Centers
- Transfer Station
- Tree Program
# DPW FY 2024 Budget Increases

## 030 - Public Works - Eng/Admin

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>501 – Personnel Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Contract Increases:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.25% per White Collar Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.75% per Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>505 – Equipment &amp; Improvements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLOTTER</td>
<td>950</td>
<td>5,450</td>
<td>4,500</td>
<td>474%</td>
</tr>
</tbody>
</table>
DPW FY 2024 Budget Increases

031 - Public Works - Highway

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>501 – Personnel Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Union Contract increases:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3% per Blue Collar Employee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.75% per Supervisor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HIGHWAY PERSONNEL</td>
<td>1,091,605</td>
<td>1,232,275</td>
<td>140,670</td>
<td>13%</td>
</tr>
<tr>
<td>WORKING FOREMEN</td>
<td>74,256</td>
<td>234,416</td>
<td>160,160</td>
<td>216%</td>
</tr>
<tr>
<td>OVERTIME</td>
<td>50,000</td>
<td>65,000</td>
<td>15,000</td>
<td>30%</td>
</tr>
<tr>
<td>CLOTHING ALLOWANCE</td>
<td>-</td>
<td>7,200</td>
<td>7,200</td>
<td></td>
</tr>
<tr>
<td><strong>503 – Purchase Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAINT LAND &amp; BUILDINGS</td>
<td>13,000</td>
<td>15,000</td>
<td>2,000</td>
<td>15%</td>
</tr>
<tr>
<td>VEHICLE MAINTENANCE</td>
<td>60,000</td>
<td>70,000</td>
<td>10,000</td>
<td>17%</td>
</tr>
<tr>
<td>RENTALS CONSTRUCTION EQUIP</td>
<td>10,000</td>
<td>15,000</td>
<td>5,000</td>
<td>50%</td>
</tr>
</tbody>
</table>
DPW FY 2024 Budget Increases

031 - Public Works – Highway (cont.)

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>504 – Supplies &amp; Materials</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAINT SUPPLIES NOT BLDGS</td>
<td>25,000</td>
<td>30,000</td>
<td>5,000</td>
<td>20%</td>
</tr>
<tr>
<td>ASPHALT FOR ROADS</td>
<td>125,000</td>
<td>140,000</td>
<td>15,000</td>
<td>12%</td>
</tr>
<tr>
<td>SIGNS &amp; RAILS</td>
<td>10,000</td>
<td>15,000</td>
<td>5,000</td>
<td>50%</td>
</tr>
<tr>
<td>TRAFFIC PAINTING</td>
<td>5,000</td>
<td>7,000</td>
<td>2,000</td>
<td>40%</td>
</tr>
<tr>
<td>EQUIPMENT PARTS</td>
<td>80,000</td>
<td>85,000</td>
<td>5,000</td>
<td>6%</td>
</tr>
<tr>
<td>TIRES</td>
<td>30,000</td>
<td>35,000</td>
<td>5,000</td>
<td>17%</td>
</tr>
<tr>
<td>SAND &amp; GRAVEL</td>
<td>15,000</td>
<td>17,500</td>
<td>2,500</td>
<td>17%</td>
</tr>
<tr>
<td>SMALL TOOLS &amp; APPARATUS</td>
<td>4,500</td>
<td>7,000</td>
<td>2,500</td>
<td>56%</td>
</tr>
</tbody>
</table>

| **505 – Equipment & Improvements** |                                       |                                               |            |            |
| 2023 10 WHEEL WITH PLOW            | -                                    | 62,000                                        | 62,000     |            |
| 2023 6 WHEEL WITH PLOW             | -                                    | 54,000                                        | 54,000     |            |
# DPW FY 2024 Budget Increases

## 031 - Public Works – Highway (cont.)

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>507 – Fund Transfers</td>
<td></td>
<td></td>
<td>70,000</td>
<td>70,000</td>
</tr>
<tr>
<td>CONSTRUCTION EQUIP REPL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 032 - Public Works – Snow Removal

### 503 – Purchase Services

<table>
<thead>
<tr>
<th>Description</th>
<th>2022-2023</th>
<th>2023-2024</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEATHER SERVICE</td>
<td>2,000</td>
<td>4,900</td>
<td>2,900</td>
<td>145%</td>
</tr>
<tr>
<td>VEHICLE REHAB</td>
<td>-</td>
<td>29,000</td>
<td>29,000</td>
<td></td>
</tr>
</tbody>
</table>

### 504 – Supplies & Materials

<table>
<thead>
<tr>
<th>Description</th>
<th>2022-2023</th>
<th>2023-2024</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLOW BLADES</td>
<td>12,000</td>
<td>15,000</td>
<td>3,000</td>
<td>25%</td>
</tr>
</tbody>
</table>
# DPW FY 2024 Budget Increases

## 033 - Public Works – Solid Waste

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
</table>

### 501 – Personnel Services

Union Contract Increases:
3% per Blue Collar Employee

### 503 – Purchase Services

<table>
<thead>
<tr>
<th>Description</th>
<th>2022-2023</th>
<th>2023-2024</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLID WASTE CRRA FEES</td>
<td>90,000</td>
<td>99,000</td>
<td>9,000</td>
<td>10%</td>
</tr>
<tr>
<td>RECYCLING</td>
<td>15,600</td>
<td>20,592</td>
<td>4,992</td>
<td>32%</td>
</tr>
</tbody>
</table>

### 505 – Equipment & Improvements

<table>
<thead>
<tr>
<th>Description</th>
<th>2022-2023</th>
<th>2023-2024</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVERED DUMPSTER</td>
<td>4,500</td>
<td>6,900</td>
<td>2,400</td>
<td>53%</td>
</tr>
</tbody>
</table>
# DPW FY 2024 Budget Increases

## 034 - Public Works – Street Lighting

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>503 – Purchase Services</strong></td>
<td>UTILITY - ELECTRIC</td>
<td>169,125</td>
<td>200,600</td>
<td>31,475</td>
</tr>
</tbody>
</table>

## 035 - Public Works – Tree Removal

<table>
<thead>
<tr>
<th>Description</th>
<th>FISCAL YEAR 2022-2023 Adopted Budget</th>
<th>FISCAL YEAR 2023-2024 Town Manager Recommended</th>
<th>Difference</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>503 – Purchase Services</strong></td>
<td>MAINT NOT BUILDINGS</td>
<td>33,000</td>
<td>50,000</td>
<td>17,000</td>
</tr>
</tbody>
</table>
MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this day of , 2023, by and between TOWN OF WATERTOWN a municipal corporation, having a mailing address of 61 Echo Lake Road, c/o Town Manager’s Office, Watertown CT 06795 (hereinafter called “Landlord”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, Third Floor, Atlanta, GA 30319 (“Tenant”).

1. Landlord and Tenant entered into a certain Structure Lease Agreement (“Agreement”) on the day of , 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with seventeen (17) successive automatic five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are described in Exhibit 1 annexed hereto.

4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.

5. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

TOWN OF WATERTOWN,
a municipal corporation

By: ____________________________
Print Name: ____________________________
Its: ____________________________
Date: ____________________________

TENANT:

New Cingular Wireless PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ____________________________
Print Name: ____________________________
Its: ____________________________
Date: ____________________________

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]
TENANT ACKNOWLEDGMENT

STATE OF _______________________

) ss:

COUNTY OF _______________________

On the ___ day of ________________, 2023, before me personally appeared ________________________, and acknowledged under oath that he/she is the ______________________ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

________________________________________________________________________

Notary Public: _______________________
My Commission Expires: ____________

LANDLORD ACKNOWLEDGMENT

STATE OF _______________________

) ss:

COUNTY OF _______________________

On the ___ day of ________________, 2023 before me, personally appeared ________________________, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

________________________________________________________________________

Notary Public: _______________________
My Commission Expires: ____________
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of

To the Memorandum of Lease dated , 2023, by and between Town of Watertown, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A certain tract or parcel of land situated in the city of Watertown, County of Litchfield and State of Connecticut more particularly bounded and described in a certain deed dated 12/13/2012 in Book 0119 Page 0060.

The Premises are described and/or depicted as follows:
STRUCTURE LEASE AGREEMENT

THIS STRUCTURE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by the TOWN OF WATERTOWN, a municipal corporation, having a mailing address of 61 Echo Lake Road, c/o Town Manager’s Office, Watertown CT 06795 ("Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, Third Floor, Atlanta, GA 30319 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on Exhibit 1, improved with a water tower (the “Structure” or “Water Tower”), together with all rights and privileges arising in connection therewith, located at 0 Buckingham Street, Assessor’s Map 90, Block 89, Lot 5A, also more particularly described on Schedule A attached hereto and made a part hereof, in the Town of Watertown, County of Litchfield, State of Connecticut (collectively, the “Property”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Landlord hereby leases to Tenant a portion of the Property consisting of:

   (a) approximately 240 square feet including the air space above such rooftop/basement/ground space, as described on attached Exhibit 1, for the placement of Tenant’s Communication Facility;
   (b) space for any structural steel or other improvements to support Tenant’s equipment (collectively, the space referenced in (a) and (b) is the “Equipment Space”);
   (c) that certain space on the Structure, as generally depicted on Exhibit 1, each measuring twenty (20) contiguous linear feet wide and ten (10) contiguous linear feet deep, including the air space above same, where Tenant shall have the right to install its antennas and other equipment (collectively, the “Antenna Space”); and
   (d) those certain areas where Tenant’s conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the “Connection Space”). Landlord agrees that Tenant shall have the right to install connections between Tenant’s equipment in the Equipment Space and Antenna Space; and between Tenant’s equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the “Premises.”
   (e) Because the location of the Premises is on and around the Water Tower owned and maintained by Landlord, and because the paint, both inside and outside the Water Tower, and the structure of the Water Tower is of critical importance to the Landlord’s waterworks system and is expensive to build and maintain, all additions to the Water Tower must be approved in advance by the Superintendent of the Watertown Water and Sewer Authority and the Director of Public Works. Consequently, no work can be done to the Water Tower until drawings and engineering data is provided and approved by the Landlord, which review and approval will not be unreasonably withheld, delayed or conditioned.
2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit I will not be deemed to limit Tenant’s Permitted Use. If Exhibit I includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of Exhibit I. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the surrounding property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant has the right, at no additional cost, to install, modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises following an updated engineering study and updated drawings, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. **TERM.**
   
   (a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.
   
   (b) This Agreement will automatically renew for seventeen (17) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.
   
   (c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “Term.”

4. **RENT.**
   (a) Commencing on the first day of the month following the date that Tenant commences construction (the “Rent Commencement Date”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, one thousand eight hundred and No/100 Dollars ($1,800.00) (the “Rent”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.
   (b) Upon the commencement of each Extension Term, the monthly Rent will increase by [ten]percent (10%) over the Rent paid during the previous five (5) year term.
   (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**
   (a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.
   (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.
   (c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals. Any agent of the Tenant performing investigations will be adequately insured in amounts as stated in paragraph 7 hereof, and including worker’s compensation insurance, and will provide certificates thereof to the Landlord naming the Landlord as an additional insured. Tenant shall return the Premises to its prior condition so far as reasonably possible upon completion of the investigations.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
   (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;
   (b) by Tenant, upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;
   (c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;
   (d) by Tenant, upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or
   (e) by Tenant upon sixty (60) days’ prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months’ Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following:
Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. **INSURANCE.** During the Term, Tenant will carry and maintain in effect such commercial general liability policy as Landlord may deem necessary. Said policy of commercial general liability insurance per ISO form CG 00 01 or equivalent, covering liability arising from premises, operations, personal injury, products/completed operations, and contractual liability, will provide a combined single limit of One Million and No/100 Dollars ($1,000,000.00) per occurrence and in the aggregate. Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage. In either event, Tenant shall show Landlord as an additional insured by endorsement as respects to this Agreement and shall provide certificates of insurance to Landlord.

8. **INTERFERENCE.**
   (a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.
   (b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.
   (c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.
   (d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or surrounding property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**
   (a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors. Notwithstanding anything to the contrary in this Agreement, Tenant shall indemnify Landlord for any damage directly caused by Tenant to the Water Tower or the paint thereon.
   (b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors, and except where and to the extent attributable to another tenant on the Water Tower.
   (c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like
without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.
   (a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.
   (b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant’s Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord’s execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as Exhibit 10(b).

11. ENVIRONMENTAL.
   (a) Landlord represents and warrants, except as may be identified in Exhibit 11 attached to this Agreement and to the best of Landlord’s knowledge and belief and after reasonable investigation, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party’s activity conducted in or on the Property.
   (b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“Claims”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.
   (c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.
(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term. Except to the extent that such actions may be prohibited by security considerations for the Landlord's watersworks system, if Tenant elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and Landlord shall have the right to remove those portions at the Tenant's expense. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation unless they are damaged by the negligence of Tenant, its agents or employees.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property. Tenant shall be responsible for maintaining any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at the same rate charged to Landlord by the utility service provider. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within fifteen (15) days after a request
from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant sub-meters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant’s reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant’s expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement in common with other similar Tenants over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant’s or service company’s request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. **DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant’s failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord’s failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord’s failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord’s failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord’s consent, provided that the assignee or sublessee assumes, recognizes and also agrees to become responsible to Landlord for the performance of all terms and conditions of this Agreement to the extent of such assignment or sublease. Upon notification to Landlord by Tenant of any assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:
If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: CT4051; Cell Site Name: NSB at Watertown CT (CT)  
Fixed Asset #: 12676375  
1025 Lenox Park Blvd. NE, Third Floor,  
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept -- Network Operations  
Re: Cell Site #: CT4051; Cell Site Name: NSB at Watertown CT (CT)  
Fixed Asset #: 12676375  
208 S. Akard Street  
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: TOWN OF WATERTOWN
Town Manager’s Office  
61 Echo Lake Road  
Watertown, CT, 06795

Either party hereto may change the place for the giving of notice to it by thirty (30) days’ prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant’s sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceedings, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a pro rata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a pro rata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant and Tenant decides not to terminate under this Section 19, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant’s
Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD’S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant’s right to remove all or any portion of the Communication Facility from time to time in Tenant’s sole discretion and without Landlord’s consent.

21. **TAXES.**
   (a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant’s leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.
   
   (b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant’s leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant’s rights with respect to such taxes are prejudiced by the delay, Landlord shall reimburse Tenant for any increased costs directly resulting from the delay and Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant’s leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord’s payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.
   
   (c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of said obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant’s action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant’s intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.
   
   (d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.
(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17.

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord’s full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord’s obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or the surrounding property, to a purchaser other than Landlord, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant’s rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant’s failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Copy of current Tax Bill
v. New IRS Form W-9
vi. Completed and Signed Tenant Payment Direction Form
vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant’s Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

(d) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within
the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described herein.

24. MISCELLANEOUS.
(a) Amendment/Waiver. This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.
(b) Memorandum/Short Form Lease. Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit 24(b). Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.
(c) Limitation of Liability. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.
(d) Compliance with Law. Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“Laws”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.
(e) Bind and Benefit. The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
(f) Entire Agreement. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.
(g) Governing Law. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.
(h) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or is under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and Permitted Use contemplated by this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

TOWN OF WATERTOWN

By: ____________________________
Print Name: ______________________
Its: _____________________________
Date: ____________________________

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ____________________________
Print Name: ______________________
Its: _____________________________
Date: ____________________________

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]
TENANT ACKNOWLEDGMENT

STATE OF __________________________
) ss:
COUNTY OF _________________________

On the ____ day of ________________, 2023, before me personally appeared
____________________, and acknowledged under oath that he/she is the _______________ of AT&T
Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached
instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

____________________________
Notary Public:
My Commission Expires: ____________

LANDLORD ACKNOWLEDGMENT

STATE OF _________________________
) ss:
COUNTY OF _________________________

On the ____ day of ________________, 2023 before me, personally appeared
____________________, who acknowledged under oath, that he/she is the person/officer named in the
within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of
the Landlord for the purposes therein contained.

____________________________
Notary Public:
My Commission Expires: ____________
EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

Page 1 of ___.

to the Structure Lease Agreement dated __________________, 2023, by and between Town of Watertown, a municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

A certain tract or parcel of land situated in the city of Watertown, County of Litchfield and State of Connecticut more particularly bounded and described in a certain deed dated 12/13/2012 in Book 0119 Page 0060.

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
PROJECT NOTES:
1. SITE INFORMATION OBTAINED FROM THE FOLLOWING:
   A. LEASE EXIST PREPARED BY RAMAKER & ASSOCIATES INC. LAST REVISED 12/31/10.
   B. LIMITED FIELD OBSERVATION BY RAMAKER & ASSOCIATES INC. 1/25/11.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES AND OTHER AUTHORITY HAVING JURISDICTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITY.
4. THE CONTRACTOR SHALL NOT USE THE CONSTRUCTION MANAGER IN WRITING, ANY CONFLICTS OR ISSUES PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPRINTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE AS A RESULT OF CONSTRUCTION AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
6. THE SCOPE OF WORK IN THIS PROJECT WILL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT.
7. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
8. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING THE BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND CONSTRUCTION DRAWINGS AND CONDITIONS PRIOR TO COMMENCING ANY WORK.
9. ALL DIMENSIONS ON THE CONTRACTOR'S DRAWINGS MUST BE IDENTIFIED. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER OF ANY INCONSISTENCIES PRIOR TO SUBMITTING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
10. THE FLOOR SLAB MAY BE ACTIVE, ALL SAFETY PRECAUTIONS ARE TO BE FOLLOWED. PERSONAL FALL PROTECTION IS REQUIRED TO BE WORN TO AVOID ANY POTENTIALLY DANGEROUS EXPOSURE LEVELS.
11. THE PROPOSED FACILITY WILL BE PERMANENTLY CONVEYED TO THE OWNER. THEREFORE, NO DRAINAGE STRUCTURES ARE REQUIRED.
12. NO NOISE, SMOKE, DUST OR ODOR WILL RESULT FROM THE FACILITY AS TO CAUSE A NUISANCE.
13. THE FACILITY WILL BE UPHOLSTERED AND FOR HUMAN HABITAT.
14. THE FACILITY DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE.
15. CONTRACTOR SHALL VERIFY ANTENNA ELEVATION AND VERIFY WITHIN 10 DAYS PRIOR TO INSTALLATION.
16. THE TOWER, MASTS AND ANTEPRENSALS SHALL BE DESIGNED TO MEET SECTION 222-22-1 PER REQUIREMENTS.
17. ALL STRUCTURAL ELEMENTS SHALL BE HOPPER DAMPED.
18. CONTRACTOR MUST FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ELEVATION.
19. CONSTRUCTION SHALL NOT COME ON SITE UNLESS A COMPLETED PLAN REVIEW IS SUBMITTED.
20. THE CONTRACTOR SHALL COMPLETE THE STRUCTURAL ANALYSIS OF EACH BUILDING AND PROVIDE A COMPLETED PLAN REVIEW.
21. THE CONTRACTOR SHALL CONFIRM THE SPECIFIC ONE CALL SYSTEM THREE WORKING DAYS PRIOR TO ANY EARTH MOVING ACTIVITIES.

AERIAL MAP:

PROJECT INFORMATION:

SITE INFORMATION:

LATITUDE: 41.61057413
LONNGITUDE: -73.04044586
JURISDICTION: LITHEFIELD COUNTY

APPLICANT/LESSOR:

COMPANY: SMARTLINK, LLC
ADDRESS: 9W RAVENSHAW ROAD
CITY, STATE, ZIP: NORTH BILLERICA, MA 01863
CONTACT: MARK HASKEN
E-MAIL: MARK.HASKEN@SMARTLINKGROUP.COM

PROPERTY OWNER:

COMPANY: WATERFORD INVESTMENT & LEASE
ADDRESS: 60 HIGHLAND STREET
CITY, STATE, ZIP: OAKVILLE, CT 06779

CLIENT REPRESENTATIVE:

COMPANY: SMARTLINK, LLC
ADDRESS: 60 RAVENSHAW ROAD
CITY, STATE, ZIP: NORTH BILLERICA, MA 01863
CONTACT: MARK HASKEN
E-MAIL: MARK.HASKEN@SMARTLINKGROUP.COM

SITE ACQUISITION:

COMPANY: SMARTLINK, LLC
ADDRESS: 60 RAVENSHAW ROAD BUILDING 3, SUITE 303
CITY, STATE, ZIP: NORTH BILLERICA, MA 01863
CONTACT: MARK HASKEN
E-MAIL: MARK.HASKEN@SMARTLINKGROUP.COM

CONSTRUCTION MANAGER:

COMPANY: SMARTLINK, LLC
ADDRESS: 60 RAVENSHAW ROAD BUILDING 3, SUITE 303
CITY, STATE, ZIP: NORTH BILLERICA, MA 01863
CONTACT: KEITH BOHNSACK
E-MAIL: KEITH.BOHNOSACK@SMARTLINKGROUP.COM

ENGINEER:

COMPANY: RAMAKER & ASSOCIATES, INC.
ADDRESS: 1050 BUCKINGHAM ST
CITY, STATE, ZIP: SAUK CITY, WI 53583
CONTACT: KEITH BOHNSACK
E-MAIL: KBOHNOSACK@RAMAKER.COM

PROJECT DESCRIPTION/SCOPE OF WORK:

- INSTALL (1) NEW ANTENNA, PER SECTOR
- INSTALL (3) FUTURE BULK, PER SECTOR
- INSTALL (1) FUTURE MONUMENT, PER SECTOR
- INSTALL (3) C4/4K POWER CABLES
- INSTALL (3) C4/4K POWER CABLES
- INSTALL (1) POWER PLANT

PROPOSED PROJECT SCOPE BASED ON FEEDBACK PROVIDED AND APPROVED LAY-OUT 06/09/2012. CONTRACTOR TO VERIFY IN FIELD.

SHEET INDEX

SHEET NUMBER: SHEET DESCRIPTION
1. TITLE SHEET
2. GENERAL NOTES
3. SITE PLAN
4. CONSTRUCTION PLAN
5. EQUIPMENT LAYOUT
6. CABLE ROUTING
7. ANTENNA LAYOUTS
8. ANTENNA LAYOUTS
9. CONSTRUCTION DETAILS
10. STRUCTURAL DETAILS
11. CONCRETE P提质 Details
12. UTILITY DETAILS
13. GRADING PLAN
14. GROUNDING DETAILS
15. GROUNDING DETAILS
16. GROUNDING DETAILS

SCALE: NONE

1050 BUCKINGHAM ST
WATERTOWN, CT 06795
LITHEFIELD COUNTY

12676375
S4501
53513
T-1
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.
EXHIBIT 10(b)

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between [Insert Mortgagor's Name] having its principal office at [Insert Mortgagor's Address], (hereinafter called "Mortgagor") and [Insert Landlord's Name], a [Insert Jurisdictional State, and Entity Type] having its principal office/residing at [Insert Landlord's Address] (hereinafter called "Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, Third Floor, Atlanta, GA 30319 ("Tenant").

RECITALS:

A. Tenant has entered into a certain lease dated [Insert Date], 2023, (the "Lease") with Landlord, covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the "Premises"); and

B. Landlord has given to Mortgagor a mortgage (the "Mortgage") upon property having a street address of [Insert Address], being identified as Lot in Block in the of [Insert City], [Insert County] County, State of [Insert State] ("Property"), a part of which Property contains the Premises; and

C. The Mortgage on the Property is in the original principal sum of [Spell Out Dollar Amount]$( ) Dollars, which Mortgage has been recorded in the appropriate public office in and for [Insert County] County, [Insert State] ("Mortgage"); and

D. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagor takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagor agrees not to affect or disturb Tenant’s right to possession of the Premises and any of Tenant’s other rights under the Lease in the exercise of Mortgagor’s rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagor succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagor and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagor and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagor succeeded to the interest of Landlord; provided, however, that Mortgagor will not be:

   (a) personally liable for any act or omission of any prior landlord (including Landlord); or
Non-Tower Structure

(b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: 

TOWN OF WATERTOWN

By: ____________________________
Print Name: ______________________
Its: _____ [Insert Title]
Date: _____ [Insert Date]

TENANT:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: ____________________________
Print Name: ______________________
Its: _____ [Insert Title]
Date: _____ [Insert Date]

MORTGAGEE:

[Insert Mortgagee's Name]

By: ____________________________
Print Name: ______________________
Its: _____ [Insert Title]
Date: _____ [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]
ACKNOWLEDGEMENTS

LANDLORD

STATE OF ____________________________
) ss:
COUNTY OF ________________________

On the ____ day of ____________, 20__ before me, personally appeared ________________________, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _________________________
My Commission Expires: ____________________

TENANT

STATE OF ____________________________
) ss:
COUNTY OF ________________________

On the ____ day of ____________, 20__ before me personally appeared ________________________, who acknowledged under oath that he/she is the ________________________ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _________________________
My Commission Expires: ____________________

MORTGAGEE

STATE OF ____________________________
) ss:
COUNTY OF ________________________

On the ____ day of ____________, 20__ before me, personally appeared ________________________, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Notary Public: _________________________
My Commission Expires: ____________________
Non-Tower Structure

EXHIBIT 1

DESCRIPTION OF PROPERTY AND PREMISES

The Property is legally described as follows:

A certain tract or parcel of land situated in the city of Watertown, County of Litchfield and State of Connecticut more particularly bounded and described in a certain deed dated 12/13/2012 in Book 0119 Page 0060.

The Premises is legally described as follows:
Non-Tower Structure
Non-Tower Structure

EXHIBIT 11
ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]
[Insert Date]

Building Staff / Security Staff
[Landlord, Lessee, Licensee]
[Street Address]
[City, State, Zip]

Re: Authorized Access granted to [ ]

Dear Building and Security Staff,

Please be advised that we have signed a lease with [ ] permitting [ ] to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant [ ] and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, [ ] representatives may be seeking access to the property outside of normal business hours. [ ] representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature
Non-Tower Structure

W-9 FORM

[FOLLOWS ON NEXT PAGE]
### Non-Tower Structure

#### Form W-9 (Rev. November 2011)

**Request for Taxpayer Identification Number and Certification**

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1. **Name**: As shown on your income tax return. Name is required on this line; do not leave this line blank.

2. **Business name/designed entity name, if different from above**

3. **Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**
   - Individual(s)/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust or estate
   - Unlimited liability company: Enter the tax classification (C Corporation, S Corporation, Partnership)

4. **Exemptions (codes apply only to certain entities, not individuals; see instructions on page 2)**
   - [Exempt payee code if any]
   - Exemption from FATCA reporting code (if any)

5. **Address (number, street, and apt. or suite no.) See instructions.**

6. **City, state, and ZIP code**

---

#### Part I

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is the employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

**Social security number**

---

**Employer identification number**

---

#### Part II

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Signature**

---

**Date**

---

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

**Purpose of Form**

An individual or entity (Form W-9 request) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-R (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is Backup Withholding, later.

---

**Col. Nos. 10230X**

**Form W-9 (Rev. 11-2017)**

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5
To: Mark A. Raimo,

From: Jerry Lukowski, Director of Public Works

Date: March 9, 2023

RE: Request for Appropriation – Woolson Street Project

The Department of Public Works respectfully requests that the Watertown Town Council consider approving an appropriation in the total amount of $418,586.00 for the Woolson Street Bridge Project in order to award the contract and for a $20,000.00 payment for Good Old Boys to perform the tree work with a crane. This appropriation would allow the road work to be completed in one construction season, beginning in the March-April, 2023 time period with completion in November-December, 2023. The Town has been awarded funding with the Local Bridge Program, which is a grant with the State of Connecticut Department of Transportation, with a 50/50 match requirement. The Town has not yet received the state’s 50% match of $1,197,406.63, but expect to receive it within the next few months, and will be a reimbursement for the appropriated funds.

Woolson Street Bridge Replacement
Project No 453-0003

<table>
<thead>
<tr>
<th>Project Cost Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering Fees (PD)</td>
</tr>
<tr>
<td>ROW Costs</td>
</tr>
<tr>
<td>Municipal Utility Relocation</td>
</tr>
<tr>
<td>Estimated Construction Costs</td>
</tr>
<tr>
<td>Construction/Engineering/Incidentals</td>
</tr>
<tr>
<td>Contingencies (10% Construction)</td>
</tr>
<tr>
<td><strong>Total Estimated Project Cost</strong></td>
</tr>
<tr>
<td>Project Grant: Municipality Allowed Grant % = 50%</td>
</tr>
<tr>
<td>Current Amount in Line Item</td>
</tr>
<tr>
<td><strong>Appropriation Needed to Begin Work</strong></td>
</tr>
</tbody>
</table>

Line Item for appropriation is 253.50526.254.2963.9253  RECONSTRUCTION WOOLSON ST BRI

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

Cc: File – Danielle/Appropriations
MEMORANDUM

March 17, 2023

TO: Watertown Town Council

FROM: Lisa M. Cattaneo, Executive Administrative Assistant
Town Manager’s Office

RE: Guardrail Appropriation

I have submitted a claim on behalf of the Town of Watertown for the repair of guardrails on Echo Lake Road due to a motor vehicle accident. A check was received by the Town from Amica Insurance company for the repairs and deposited into the General Fund.

I am requesting that the Town Council consider an appropriation from the General Fund in the amount of $7,850 to reimburse line item 010.50411.031.0689.9010 - Guardrails, to pay the vendor for the repair.
**EAGLE FENCE & GUARDRAIL**
A DIVISION OF E.F.G. CONSTRUCTION, INC.
P.O. BOX 7077
PLAINVILLE, CT 06062
PHONE: (860) 747-1286
FAX: (860) 793-8840

**BILL TO:**
Town of Watertown
Attn: Lisa Cattaneo
61 Echo Lake Road
Watertown, CT 06795

**DATE** | **INVOICE #**
--- | ---
3/1/2023 | 57551

**SHIP TO:**

---

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>REP</th>
<th>SHIP</th>
<th>VIA</th>
<th>F.O.B.</th>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Net 30</td>
<td>3/31/2023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM CODE</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>RE: 2 CABLE GUARDRAIL REPAIR</td>
<td>7,850.00</td>
<td>7,850.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Repairs to 2 cable w/ round pressure treated wood post guardrail system. Includes replacing approximately 70'-80', 16(EN) new round pressure treated cable guardrail posts. Includes traffic protection. All posts to be tamped into ground. All timber to be pressure treated. <strong>Add on for traffic protection (2 days)</strong></td>
<td>794.29</td>
<td>794.29</td>
</tr>
</tbody>
</table>

It's been a pleasure working with you!

---

**Subtotal** $8,644.29

**Sales Tax (6.35%)** $0.00

**Total** $8,644.29

**Payments/Credits TOTAL** $0.00

**Balance Due** $8,644.29
RESOLUTION

WHEREAS, expenses in the 2022-2023 fiscal year require the transfer of funds:

NOW THEREFORE BE IT RESOLVED, by vote of the Watertown Town Council, that the following actions are taken relative to the transfer of funds.

GENERAL FUND
AMOUNT: $37,251  NO: 1
FROM: 010.50110.040.3049.9010 – Human Resources
TO: 010.50406.028.1918.9010- IT Software
REASON: For the purchase of Andrews Technology Time Software and Customer Relationship Software

Dated at Watertown, Connecticut this 20th day of March, 2023.

__________________________
Jonathan Ramsay, Chairman
Watertown Town Council

At a regular meeting of the Watertown Town Council held on Monday, March 20, 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
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 20th day of March, 2023

__________________________________________
Jonathan Ramsay, Chairman
Watertown Town Council

At a regular meeting of the Watertown Town Council held on March 20, 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>Fee</th>
<th>Refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021-03-0050108</td>
<td>ACAR LEASING LTD</td>
<td>c/o GM FINANCIAL</td>
<td>FORT WORTH, TX 76</td>
<td>2019/3/GKALVEVOK1101014</td>
<td>Sec. 12-129 Refund of Excess Payments - A</td>
<td>349.10</td>
<td>-</td>
<td>-</td>
<td>349.10</td>
</tr>
<tr>
<td>2021-03-0052873</td>
<td>CAPORALE JAMES J</td>
<td>129 FARVIEW CIR</td>
<td>WATERTOWN, CT 06</td>
<td>1994/1/HW19112R031148</td>
<td>Sec. 12-129 Refund of Excess Payments - A</td>
<td>45.61</td>
<td>-</td>
<td>-</td>
<td>45.61</td>
</tr>
<tr>
<td>2021-03-0053239</td>
<td>CCC AUTO LEASE LTD</td>
<td>1601 ELM ST</td>
<td>DALLAS, TX 75201-7</td>
<td>2020/1/C4RJFC73LC251675</td>
<td>Sec. 12-129 Refund of Excess Payments - A</td>
<td>580.87</td>
<td>-</td>
<td>-</td>
<td>580.87</td>
</tr>
<tr>
<td>2021-04-0083560</td>
<td>DIVINE MASONRY &amp; CONCRETE LLC</td>
<td>131 NEILL DR</td>
<td>WATERTOWN, CT 06</td>
<td>2019/1/JTEX1EPXK38361</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>175.49</td>
<td>-</td>
<td>-</td>
<td>175.49</td>
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<tr>
<td>2021-01-0002803</td>
<td>FOCARETA SALVATORE &amp; GIANFRANCA</td>
<td>314 CONCORD DR</td>
<td>WATERTOWN, CT 06</td>
<td>314 CONCORD DR</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>9.00</td>
<td>-</td>
<td>-</td>
<td>9.00</td>
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<tr>
<td>2021-01-0008158</td>
<td>LERETA</td>
<td>PO BOX 35605</td>
<td>DALLAS, TX 75235-9</td>
<td>73 CHIMNEY RD</td>
<td>Sec 12-129 Refund of Excess payments (DU)</td>
<td>2,104.26</td>
<td>-</td>
<td>-</td>
<td>2,104.26</td>
</tr>
<tr>
<td>2021-03-0065136</td>
<td>PAQUIN JEAN G</td>
<td>38 ELMHURST LN</td>
<td>OAKVILLE, CT 06779</td>
<td>2014/1/ZBV8AMK5264807</td>
<td>Sec 12-129 Refund of Excess Payments - A</td>
<td>223.22</td>
<td>-</td>
<td>-</td>
<td>223.22</td>
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<tr>
<td>2021-01-0006964</td>
<td>RINALDI JOSEPH &amp; RINALDI LAURA</td>
<td>25 SAUNDERS AVE</td>
<td>OAKVILLE, CT 06779</td>
<td>25 SAUNDERS AVE</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>10.00</td>
<td>-</td>
<td>-</td>
<td>10.00</td>
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<tr>
<td>2021-01-0008200</td>
<td>TRAVER JACK E TRUSTEES OF THE</td>
<td>795 PARK RD</td>
<td>WATERTOWN, CT 06</td>
<td>795 PARK RD</td>
<td>Sec. 12-129 Refund of Excess Payments.</td>
<td>13.00</td>
<td>-</td>
<td>-</td>
<td>13.00</td>
</tr>
</tbody>
</table>

TOTAL: 3,510.55  -  -  3,510.55

Susan King, Clerk of the Town Council