TOWN COUNCIL
WATERTOWN, CONNECTICUT

MONDAY, JULY 17, 2023

PUBLIC INFORMATIONAL MEETING – 6:30
(ADA Sidewalk and Ramps Rehabilitation Project)

REGULAR MEETING – 7:00 P.M.

AGENDA

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

1. Call Meeting to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Recognitions.

5. Minutes.
   a. June 19, 2023 Special Town Meeting BOE Appropriation
   b. June 19, 2023 Special Town Meeting ARPA Appropriation
   c. June 19, 2023 Special Town Meeting Water & Sewer Appropriation
   d. June 19, 2023 Regular Meeting
   e. June 27, 2023 Special Town Meeting Steele Brook Greenway Appropriation

6. Chairman’s Report
   a. Correspondence.
      1. Resignation from Pierre Moran as a member of the Conservation Inland/Wetlands Agency, dated July 7, 2023

7. Town Manager’s Report.

8. Subcommittee Reports.

   a. Consider a resolution authorizing the use of various bidding cooperatives and the State of Connecticut for Fiscal Year 2023-2024.

   b. Consider the adoption of the *Guidelines for the Conduct of Town Council Meetings*, as updated.


   d. Discussion regarding the Watertown Centennial Memorial Fund which is in place for the care and maintenance of the Gazebo on the Watertown Green.

   e. Consider authorizing the Town Manager to execute an agreement with Mark Greenberg for the development and purchase of property located at 680 Main Street, Watertown.

   f. Consider a resolution authorizing tax refunds.


11. Adjournment.
Town of Watertown

Press Release
For Immediate Release

ADA Sidewalk and Ramps Rehabilitation Project
Public Information Meeting

The Town of Watertown is pleased to announce that a Public Information Meeting for the townwide ADA Sidewalk and Ramps Rehabilitation Project will be held on July 17, 2023 in the Town Council Chambers at the Watertown Town Hall, 61 Echo Lake Road, Watertown, CT beginning at 6:30 p.m. The public is invited to attend.

Representatives from the Town of Watertown, Department of Public Works will provide an overview of the proposed project design and will be available to answer any questions the public may have.

Anyone interested in obtaining additional information or that are unable to attend the meeting are encouraged to contact Paul Bunevich P.E., Town Engineer at the Public Works Office at 860-945-5240.

The public meeting location is accessible to persons with physical disabilities. If you require a translator, or accommodations for a hearing impairment or other disability, contact the Town of Watertown at 860-945-5255.
Americans with Disabilities Act (ADA)

- Prohibits discrimination on the basis of disability
- Ensures that Americans with disabilities have the same opportunities and accessibility to public places and services
- Provides standards for infrastructure design in order to be as safe and accommodating as possible for everyone
ADA Compliant Sidewalk Ramp Design

KEY FEATURES:
• 8.33% max grade for ramp slope
• Ramp slope shall not exceed 15 feet in length
• 4ft min. landing area with 2.0% max grade
• Detectable warning strips
• 3 feet min. clearance width around obstacles (utility poles)
Common Ramp Designs Used

Project Workflow

- Identify and survey ramp locations (roughly 170 locations)
- Draft plans for ADA compliant designs, calculate estimates
- Preliminary review with NVCOG
- Revise plans and estimates
- Third-party review with Weston and Sampson
- Revise plans and estimates
- Final design submission to NVCOG (expected within the next 6-8 weeks)
Technical Infeasibility Design Exceptions

- Some locations cannot comply with ADA standards due to existing terrain/conditions

- In most cases this is due to an existing slope grade well beyond 8.33%

- A Technical Infeasibility Form is submitted for these locations

Technical Infeasibility Locations:

- Bunker Hill Road
  - @ Georgetown Drive
  - @ Shovelwood Road
- Streets Tangible
  - @ Oak Drive
- Davis Street
  - @ Williams Ave
  - @ Yale Street
- Echo Lake Road
  - @ Greenwood Street
- Falls Ave
  - @ Falls Terrace
  - @ Wells Street
  - @ Sunnyvale Ave
  - @ Howland Street

- French Street
  - @ Depot Street
  - @ Stephanie Lane
  - @ Field Ave
- Main Street
  - @ Hawley Street
  - @ Maren Way
  - @ Depot Street
  - @ Pymore Ave
- Colonial Street
  - @ Pan Ocean Street
  - @ Prospect Street
- Route 6
  - @ Steele Brook Road
- Sylvan Lake Road
  - @ Easton Street
  - @ Cob Street
  - @ Norway Street
  - @ Cedar Ridge Drive
ADA Ramp Examples:

Local Example: French Street @ Main Street

BEFORE:

AFTER:
Project Estimates

- Construction Cost Estimate Total (as of July 2023):
  - Construction Cost: $1,714,000
  - 10% Contingencies: $171,400
  - 10% Incidental: $171,400
  - Total Estimate Cost: $2,056,800
- Estimated Design Cost (In-House): $308,520

Project Funding (LOTCP)

- Commitment to Fund secured from DOT (October 2021)
- Funded through the Local Transportation Capital Improvement Program (LOTCP)
- Total Funding Commitment (as of 9/9/22):
  - Estimated Construction Cost: $2,287,000
  - 10% Contingencies: $228,700
  - 10% Incidental: $228,700
  - Estimated Total LOTCP Grant: $2,750,000
- LOTCP Funding Percentage: 100% of Construction Cost
- Town is responsible for design costs
ADA SIDEWALK RAMP PROJECT
PUBLIC INFORMATION HEARING
Town of Watertown
Department of Public Works – Engineering Division

Americans with Disabilities Act (ADA)

- Prohibits discrimination on the basis of disability
- Ensures that Americans with disabilities have the same opportunities and accessibility to public places and services
- Provides standards for infrastructure design in order to be as safe and accommodating as possible for everyone
ADA Compliant Sidewalk Ramp Design

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Technical Infeasibility Locations:

- Bunker Hill Road
  - @ Georgetown Drive
  - @ Sprucewood Road
- Stratus Turfpipe
  - @ Oak Drive
- Davis Street
  - @ Williams Ave
  - @ Yale Street
- Echo Lake Road
  - @ Greenwood Street
- Falls Ave
  - @ Falls Terrace
  - @ Villa Street
  - @ Sunnyvale Ave
  - @ Howland Street
- French Street
  - @ Depot Street
  - @ Stephanie Lane
  - @ Fogg Ave
- Main Street
  - @ Hawley Street
  - @ Warren Way
  - @ Depot Street
  - @ Pythian Ave
- Colonial Street
  - @ Von Ormy Street
  - @ Prospect Street
- Route 6
  - @ Steele Brook Road
- Sylvan Lake Road
  - @ Ester Street
  - @ Colorado Street
  - @ Airway Street
  - @ Cedar Ridge Drive
ADA Ramp Examples:

Local Example: French Street @ Main Street

BEFORE:  
AFTER:
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- Construction Cost Estimate Total (as of July 2023):
  - Construction Cost: $1,714,000
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  - 10% Incidentally: $171,400
  - Total Estimate Cost: $2,056,800
- Estimated Design Cost (In-House): $308,520

Project Funding (LOTCIP)

- Commitment to Fund secured from DOT (October 2021)
- Funded through the Local Transportation Capital Improvement Program (LOTCIP)
- Total Funding Commitment (as of 9/9/22):
  - Estimated Construction Cost: $2,287,000
  - 10% Contingencies: $228,700
  - 10% Incidentally: $228,700
  - Estimated Total LOTCIP Grant: $2,750,000
- LOTCIP Funding Percentage: 100% of Construction Cost
- Town is responsible for design costs
July 10, 2023

King, King & Associates, P.C.
Mr. Christopher King
170 Holabird Avenue
Winsted CT 06098

Subject: Request for Health Fund Account Audit

Dear Mr. King,

I hope this letter finds you in good health and high spirits. I am writing on behalf of the Town of Watertown to request an audit of our health fund account formally. We believe that engaging your reputable auditing firm will significantly assist us in ensuring the accuracy and transparency of our financial records.

The audit scope we request entails a detailed review of our health fund account starting from the 2018-2019 fiscal year. Specifically, we would like to establish a baseline of actual expenses and revenues derived from the Town of Watertown and the Watertown Board of Education. Additionally, we would appreciate a breakdown of the actual budgeted contributions from both entities.

To provide a holistic view of the financial landscape, we kindly request that you extend your review to encompass the subsequent fiscal years, namely 2019-2020 through 2022-2023. This extended timeline will help us identify trends or patterns that may have emerged over the years.

We assure you that the Town of Watertown will promptly provide all relevant documents to facilitate this audit process. Furthermore, we can provide you with access to our Infinite Visions software.

We anticipate the audit will contribute significantly to our decision-making processes, improve financial accountability, and bolster public confidence in our organization. Your expertise and professionalism will play a vital role in ensuring the success of this endeavor.

Should you have any questions or require further information, please do not hesitate to contact me at 860-945-5255 or via email at raimo@watertownct.org. We are eager to commence this audit and would appreciate an estimate of the anticipated time frame required to complete the process.
Thank you for considering our request, and we eagerly await your positive response. We firmly believe that Auditors King and King will exceed our expectations and provide invaluable insights into our health fund account.

Best,

Mark A. Raimo
Town Manager
MEMORANDUM

To: All Town Staff

From: Mark A. Raimo, Town Manager

Date: July 10, 2023

Re: Summer Greetings, Appreciation, and Software Update

Dear Town of Watertown Staff,

I hope this memo finds you well and in high spirits as we enter the summer months. As we approach the midpoint of the year, I wanted to take a moment to extend my warmest wishes to each and every one of you for a relaxing and enjoyable summer season. I understand the dedication and hard work you put into serving our town, and it is well-deserved that you take some time to recharge and spend quality moments with your loved ones.

I also want to express my gratitude for your unwavering commitment and dedication to the Town of Watertown. Your contributions and efforts play an integral role in our community's smooth functioning and progress. It is through your hard work and passion that we are able to provide excellent services and maintain the high standards that define our town.

Now, I would like to provide you with an update on the new software implementations the administration has been working on. We have been diligently progressing through integrating several software systems to enhance our efficiency in various operations significantly.

1. Catalis Technology Customer Relationship Management (CRM) Software:

   CRM software will serve as a centralized repository for storing residential and historical data, tracking interactions, and facilitating seamless information sharing among colleagues and departments. This system will assist us in managing our relationships with residents and ultimately contribute to the growth and development of our town in a more streamlined and efficient manner.

2. ClearGov Budgetary Software:

   ClearGov is a leading Budget Cycle Management software provider explicitly designed to assist local governments like ours. This software will streamline our annual budgeting process by improving budget collection, creation, and communication. Its implementation
will enable us to manage our financial resources better and enhance our financial planning and reporting capabilities.

3. Andrews Technology; Time and Attendance Software:

In the background, we are also implementing time and attendance software. This software will alleviate some of the workload on our finance department and support staff by automating and streamlining the time-tracking process. While there will be some changes as we transition to this system, we are committed to keeping you well-informed throughout the process. We anticipate meetings with department heads and unions to ensure open communication and address any concerns as we strive to improve our processes.

I would like to express my appreciation for your patience and understanding as we embark on the rollout of these software solutions. It is important to note that not all departments will be affected similarly during the implementation phase. We will do our best to inform you about specific changes that may impact your work area. Please feel free to ask questions and seek clarification as we progress through the different implementation phases. Your feedback and input are invaluable to us.

Once again, I extend my heartfelt thanks to all of you for your continued dedication and support. Enjoy a rejuvenating summer break, and return refreshed to continue our shared mission of serving the Town of Watertown to the best of our abilities.
FYI: from Pierre Moran

----Original Message------
From: pierre moran <pierremoran7@gmail.com>
Sent: Friday, July 7, 2023 11:42 AM
To: Roseann D'Amelio <DAmelio@watertownct.org>
Subject: Wetlands

Hi Roseann,

Please accept this note as my resignation from the Watertown Wetlands Board.
Thank you.

Regards,

Pierre

Pierre Moran

[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.]
MEMORANDUM

To: Watertown Town Council

From: Lisa M. Cattaneo, Town Manager’s Office

Date: July 13, 2023

Re: Correspondence from Cheryl S. Johnson
    Hamilton Avenue Paving

Each Town Council Member have received the attached from Ms. Cheryl Johnson of 89 Hamilton Avenue.

We have also included a copy of the response from Jerry Lukowski, Director of Public Works and Ms. Johnson’s email in response to his email.

:Imc
To: The Director of Public Works: Jerry Lukowski
The Superintendent of Highways: Robert Grandpre
Town Council Members

Please see attached email showing that it has been more than 2 years from when we first started making appeals to have our road attended to. Nothing has happened and the road has continued to degrade. It has become even more unsightly and treacherous. And now a health issue has been created as well.

The writing of this letter was prompted by seeing the paving activities around the various streets near to Hamilton Avenue...The Green, Highland, Prospect, Wheeler, Scott etc. While it was good to see some work being down on the roadways, it unfortunately fueled our anger.

Hamilton Avenue is a major roadway and has considerably more traffic than any of these roads. And none of these newly "patched" roads has the sound disturbance that we have due to the condition of the road.

Truly, the town has taxed our limits with the inattention to this issue. Because not only do we have thunderous noise disturbances during the day as trucks or sizable cars hit our potholes and patches, but in addition, we cannot sleep!
Be it late evening or early morning, vehicular traffic disturbs our sleep, many times fully awakening us. And with summer season upon us, we would normally and thankfully sleep with our windows open to the fresh air. But now we have to close all windows up tightly to keep the noise out. And unfortunately, this is not sufficient. The noise as vehicles crash through the highly irregular street terrain remains too loud and still disturbs us.

There is no excuse for the town to put us and those in our neighborhood in this situation. Were the road properly cared for, there would be no issue.

So aside from the unsightliness of the road (least of all, the embarrassment of it as friends and family visit); the consequential most likely devaluation of our property and; the disturbance of the peace during the day; we also have a health issue. Because, let me reiterate, we cannot sleep!

Must it come to the point where we will have to hold the town accountable for creating and perpetuating a health hazard? Please see attached excerpts from the National Institute of Health regarding the importance of sleep.

In conclusion, we hope this letter was unnecessary and that there are plans in the work for Hamilton Avenue. And selfishly so, that work is scheduled for the area between 69 & 89 Hamilton. Although, the entire avenue needs to be completely repaved as Woodbury did so beautifully with their stretch of the road. We have checked the town's website for any work scheduled for Hamilton Avenue, but could not find any such notices.

Pls advise,
Cheryl & Choyce Johnson
santagata120@gmail.com
917-825-2542
917-488-7405

CC: The Ramseys@ 69 Hamilton Ave.
A couple of Close-ups
Our Driveway
89 Hamilton Ave
Road Condition 69-89 Hamilton Avenue
4 messages

Cheryl Johnson <santagata120@gmail.com> Thu, May 20, 2021 at 2:12 PM
To: bunevich@watertownct.org, millette@watertownct.org, podgorski@watertownct.org, zoller@watertownct.org, bama@watertownct.org

Gentlemen,
We have lived at this address in Watertown for 15 years now. And in all that time absolutely nothing has been done to improve the condition of the Avenue from Hamilton Lane on down to Route 6.

The conditions have gotten worse every year. And the condition in front of our house, and between our neighbor's at 69 Hamilton Ave., is totally deplorable and an embarrassment to us.

We understand budgets have been tight all these years and that the general conditions of all the roads in Watertown are poor. But we have waited long enough for the repaving/repair of Hamilton Avenue. It is a major statement road in the town and part of the historical district. And should be well cared for.

So at this time we have to stress that action needs to be taken and we expect that action will finally be taken.
Please advise as soon as possible.

P.S.: And the sidewalks are a disaster also. It's amazing there have been no injuries yet as it is a major walking route, and the number of holes and crevices are too numerous to avoid.
Plus the absence of curbs adds to the overall appearance of decay and neglect.

Best Regards,
Cheryl S. Johnson
89 Hamilton Avenue
Watertown Ct. 06795
Tel#: 917.826.2542

May 26, 2021-Paul Bunevich's Response to our email:

It is true money is tight and we have 138 miles of paved roads to maintain, some of which haven't been paved in 50 years. The good news is we have received some funds recently from a 2019 Bond Issue which we are using to start to address the streets which need paving.
We are working down our list of streets in this manner, but I don't know exactly when your street will be paved.

Cheryl Johnson <santagata120@gmail.com> Wed, May 26, 2021 at 1:00 PM
To: bunevich@watertownct.org, millette@watertownct.org, podgorski@watertownct.org, zoller@watertownct.org, bama@watertownct.org

To All Concerned. Pls confirm receipt of this email.

Thank you.

Cheryl S. Johnson
89 Hamilton Avenue
Watertown Ct. 06795
Tel#: 917.826.2542

https://mail.google.com/mail/u/0/?ik=f674a81055&view=pt&search=all&permthid=thread-a%3Ar-3856584894286842940&simpi=msg-a%3Ar-38549324...
We Need Sleep!

Article from:
National Institutes of Health, part of the U.S. Department of Health and Human Services

"......but sleep is as important for good health as diet and exercise. Good sleep improves your brain performance, mood, and health."

"Not getting enough quality sleep regularly raises the risk of many diseases and disorders. These range from heart disease and stroke to obesity and dementia."

Dr. Marishka Brown, a sleep expert at NIH. "Healthy sleep encompasses three major things," she explains:
"One is how much sleep you get. Another is sleep quality—that you get uninterrupted and refreshing sleep. The last is a consistent sleep schedule."

"Everything from blood vessels to the immune system uses sleep as a time for repair", says Dr. Kenneth Wright, Jr., a sleep researcher at the University of Colorado. "There are certain repair processes that occur in the body mostly, or most effectively, during sleep," he explains. "If you don't get enough sleep, those processes are going to be disturbed."
Dear Mr. Lukowski,

Thank you very much for responding.

But if Hamilton Avenue is not on a schedule to be completely repaved relatively soon, then the area I presented in my correspondence to you (and to the Town Council) will have to be temporarily attended to.

For the moment, we'll set aside the poor aesthetics of the road. However, we absolutely cannot set aside the environmental disturbances, that this lack of road upkeep has created.
And by this, I mean of course, the noise.

While you thank Watertown residents for their patience, I must tell you, at least in our particular case, our patience has expired.
The situation is just too disturbing.

We have been good Watertown citizens for 18 years. We've put a lot of time, effort and money into bettering our residence, particularly since it is part of the designated Historical District. Aside from our own standards, we have had an obligation to the Historical Society.
But the Town has been no partner in this obligation. Instead, year after year, it has let our neighborhood and this part of the Historic District degrade.

And now the Town has let a health issue develop. We cannot get a decent night's sleep due to the condition of the road in front of our residence and in front of 69 Hamilton.
I cannot reiterate the seriousness of this issue.

So by this mail, I trust you and the Council will come up with a solution. It is not responsible nor just, to do nothing.

Regards,

Cheryl S. Johnson
89 Hamilton Avenue
Watertown Ct. 06795
Tel# 917.825.2542

On Tue, Jul 11, 2023 at 12:53 PM Gerald Lukowski <Lukowski@watertownct.org> wrote:

Dear Ms. Johnson,

Yes we are out skim paving the areas that you mentioned, but that was for a specific program, the chip seal program. Chip sealing is a program designed to save roads that are still serviceable but need some help to extend their life. This program, done by an outside contractor had a definitive start date and the Highway Department was tasked with
getting the roads that met this criteria prepped for this company to come in and start their work. The Highway Department will then be switching to attending to the roads that will not be subject to any work by outside contractors this year. Examples of these roads are Middlebury Road (specifically from Lovely Drive to the Middlebury town line), Lake Winnamaug Road (from the intersection with Sperry Road to its end just beyond Fox Run Road), Marc and Gregory Drive, and Fieldwood Drive, and of course Hamilton Avenue.

These roads are on our list of roads to be completely repaved but not on our schedule as of yet.

Town of Watertown has completed a Road Study this past year and we need $45 Million to Improve our conditions of all 144 miles of our road network.

Thanks to the Residents of Watertown a Budget Referendum was passed (this past Fall 2022) for $5 Million for Road Paving

and we received an additional $1.5 Million from the Federal/State Government in ARPA Funding.

This has funded 15% of our Capital Road Program and another 85% is needed to make all 144 miles of road acceptable.

Plus this new 2023 operational budget we received an additional $118,610 for Paving and our Local Town Road Aid from the State $125,000 this amount doesn’t sound like much but we can work on the roads in the first paragraph.

We have four types of work – Crack Seal, Chip Stone, Mill/Pave and Full Depth Reconstruction.

Crack Seal and Chip Stone is the most cost effective way of maintaining our roads.

Then its Mill/Pave

The most expensive is Full Depth Reconstruction which is a large portion of our road network.

Our Road Surface Rating (RSR) Town-wide is a 61 out of 100.

I have attached a few charts explaining the theory of our Pavement Management Program.

As you can see we do have a plan but unfortunately it takes a lot of Funding and Time to Execute.

Would like to thank the residents for their patience.
Plus the Town Council and Town Manager for their Long Term Commitment into maintaining our roads.

Thanks

Jerry Lukowski

DPW Director

Watertown

---

From: Cheryl Johnson <santagata120@gmail.com>
Sent: Thursday, July 6, 2023 9:34 AM
To: Town Council <TownCouncil@watertownct.org>; Gerald Lukowski <Lukowski@watertownct.org>; Robert Grandpre <Grandpre@watertownct.org>
Subject: Hamilton Avenue Paving

To All Concerned,

Would you please see attached and advise. Thank you.

Regards,

Cheryl S. Johnson

89 Hamilton Avenue

Watertown Ct. 06795

Tel# 917.825.2542

[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.]
RESOLUTION

WHEREAS, Town Council approval is required for waiving the bid process and awarding a contract to the lowest responsive, responsible bidder; and

WHEREAS, Town Council authorization is required for any purchase exceeding $25,000 that has not been independently bid by the Town's Purchasing Agent; and

WHEREAS, various equipment, materials and supplies required to be furnished to the Town of Watertown have been formally bid by various agencies and cooperative bidding resulting in such lists being available to the Town of Watertown; and

NOW THEREFORE BE IT RESOLVED, that the Watertown Town Council hereby authorizes the Purchasing Agent of the Town of Watertown to utilize the following bids for the purchase of various equipment, material, supplies and services resulting in the satisfaction of bidding requirements and no waiver being required:

SourceWell
TIPS-The Interlocal Purchasing System
CREC-Capital Region Education Council
NVCOG-Naugatuck Valley Council of Governments
CCM-Connecticut Conference of Municipalities
CRCOG-Capital Region Council of Governments
NCOG-North West Hills Council of Governments
State of Connecticut Department of Administrative Services

BE IT FURTHER RESOLVED, that this Resolution shall remain in effect for Fiscal Year 2023-2024.

Dated at Watertown, Connecticut this 17th day of July, 2023

__________________________
Jonathon Ramsay, Chair
Watertown Town Council

At the regular Town Council meeting held on July 17, 2023 the foregoing resolution was moved for adoption by Councilman/Councilwoman ______________________. The motion was supported by Councilman/Councilwoman ______________________.

Resolution was declared adopted.

__________________________
Susan King, Clerk
Watertown Town Council
CRCOG – NVCOG Partnership Summary

FY 21-22

Cost and Savings of the Partnership
Through CRCOG’s partnership with NVCOG, the actual cost for all currently participating towns is $6,500.

Collective Benefits
The total bid savings on record of the membership across participating NVCOG towns is $104,867.

The total value of completed projects through the ezlQC program between 2017-2022 is $2,201,190.

Breakdown of Program Participation and Savings
The following is a breakdown of NVCOG town participation levels and savings across major programs:

<table>
<thead>
<tr>
<th>Participant</th>
<th>Bid Savings</th>
<th>ezlQC Participation</th>
<th>IT Services</th>
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<tr>
<td>Ansonia</td>
<td>N/A</td>
<td>N/A</td>
<td>Sertex</td>
</tr>
<tr>
<td>Beacon Falls</td>
<td>$32,290</td>
<td>N/A</td>
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<tr>
<td>Bristol</td>
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<td>Cheshire (Town and BOE)</td>
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<tr>
<td>Woodbury</td>
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<td>N/A</td>
<td>ViewPoint Cloud</td>
</tr>
</tbody>
</table>
JOIN OUR CURRENT MEMBERS.


CONTACT

860.724.4283

241 Main Street Hartford, CT

jmuirhead@crcog.org

crcog.org/capitol-region-purchasing-council/

THE CAPITAL REGION PURCHASING COUNCIL

Membership Benefits

A PROGRAM OF THE CAPITAL REGION COUNCIL OF GOVERNMENTS

CRCOG CAPITAL REGION COUNCIL OF GOVERNMENTS working together for a better region.
OUR SUCCESS

The Capitol Region Purchasing Council has served 115 towns, BOE’s, nonprofits and other agencies across Connecticut for the past 51 years.

We serve as a back office team to support your procurement operations, and as a clearing house for the collection and distribution of purchasing information and expertise.

$1.8M SAVINGS DELIVERED IN FY2020

COOPERATIVE BIDS

SAVE TIME, EFFORT, AND MONEY

We sponsor up to 20 cooperative bids annually through our e-Procurement system, delivering time and financial savings to your town:

- Fuel Oil / Gasoline / Diesel
- Asphalt Pavement Sealing
- Grass Seed & Fertilizers
- Traffic Guidelines
- Recycling Bins
- Portable Toilets
- Protective Gear
- Police Ammunition
- Ladder Testing
- Treated Road Salt & Sand
- Water Chemicals
- Snowplow Blades
- Catch Basin Cleaning
- Stormwater Monitoring

Members only provide their quantity requirements!

New bids are added at the request of the membership. You maintain contracting authority and select awards to fit your needs.

MORE PROGRAM BENEFITS

ENERGY COOPERATIVE

The Electricity Consortium delivers savings by volume via reverse auction. Consortium members also have access to professional assistance with energy bill auditing, budgeting, and tracking.

CONSTRUCTION SERVICES

The ezIQC program is a competitively-bid system for on-call construction services for small to medium jobs, including roads and bridges, renovations, replacements. This saves you time and money on bidding each individual job. In 2020, ezIQC offers services for covid-19 readiness responses.
Town Council  
July 17, 2023  
Agenda Item: 9(b)

Guidelines for the Conduct of Town Council Meetings

PURPOSE

The Town Council has a significant interest in conducting its meetings in an orderly, efficient, effective and dignified manner. To that end, the Town Council hereby enacts the following guidelines for the conduct of Town Council meetings.

RUNNING THE MEETING

a. The Chair of the Town Council, or any council member acting as Chair, shall have control of the meeting at all times.

b. All comments or questions by members of the public, council members or staff are to be made through the Chair.

c. There shall be a five-minute time limit per speaker, per meeting, and it shall be called Public Comment.

d. Public Comment shall only be permitted if it is specifically listed as an agenda item for the meeting, and only at the time when it is so listed.

e. The Chair shall have the right to stop any speaker during Public Comment who is being repetitive or confrontational, or who makes any personal, rude or slanderous remarks about anyone, or who raises any issues concerning personnel matters.

f. Any person failing to abide by these guidelines or who is otherwise disruptive of the process in the opinion of the Chair will be asked to stop immediately, and if the behavior persists, the Chair may ask them to leave the meeting, or may have them removed.

The guidelines for running the meeting shall be read at the beginning of Public Comment by the Chair of the meeting.

Approved by TC: _______
MEMO
TO: Watertown Town Council
FROM: Paul R. Jessell, Town Attorney
RE: An Ordinance Establishing Restrictions on Amplified Noise
DATE: July 12, 2023

Ordinance No. 12-05-22-309, entitled “An Ordinance Establishing Restrictions on Amplified Noise” was passed by the Town Council on December 5, 2022. A full copy is attached for your convenience. Section 12-38 subsection 2 of the Ordinance provides: “No motor or recreational vehicle shall emit noise in excess of the noise levels as specified in Section 13-82 of this Ordinance.” The reference to “Section 13-82 of this Ordinance” is incorrect as there is no section 13-82 in the Ordinance, nor is there a section 13-82 anywhere in Watertown’s Code of Ordinances.

I have reviewed this matter with Attorney Timothy Fitzpatrick who drafted the Ordinance for the Town Council, and he agrees that the proper reference should be Section 12-41. Both Attorney Fitzpatrick and I are firmly of the belief that the incorrect reference is a scrivener’s error and is not substantive. Therefore, in my opinion, the proper way to correct this error is for the Town Council to simply vote to change that reference to 12-41. There is no necessity to go through the entire ordinance process or a public hearing.
TOWN OF WATERTOWN
NOTICE OF PASSAGE OF ORDINANCES

The Town Council of the Town of Watertown at a meeting held December 5, 2022 adopted the following ordinance:

ORDINANCE NO. 12-05-22-309

AN ORDINANCE ESTABLISHING RESTRICTIONS ON AMPLIFIED NOISE

Be it Ordained by the Watertown Town Council that the following amendments and changes to the Code of Ordinances, Town of Watertown, as adopted by Ordinance 09-20-93-186 on September 20th, 1993, and subsequently amended by the Town Council and published by Municipal Code Corporation is hereby amended as follows:

Chapter 12- Environment, Article II - Noise, §§ 12-34 to 12-44

Sec. 12-34. Purpose.
It is recognized that people have a right to and should be ensured an environment free from excessive sound, vibration and other activities that may jeopardize their health, safety or welfare or degrade the quality of life. This article is enacted to protect, preserve and promote the health, safety, welfare and quality of life for the residents of the town. The specific purpose of this section is to establish a defined criteria to regulate the use and volume of amplified noise in the community.

Sec. 12-35. Definitions.
1. Residential Zone. Single family residence zones and multifamily residence zones, as defined by the zoning regulations of the Town of Watertown, and all uses associated therewith, either permitted as of right or as specially excepted uses.
2. Commercial Zone: General commercial zones, light commercial zones, neighborhood commercial zones, all as defined in the zoning regulations of the Town of Watertown, and all uses associated therewith, either permitted as of right or as specially excepted uses.
3. Industrial Zone. Industrial district, as defined by the zoning regulations of the Town of Watertown.
4. Impulse Noise. Sound of short duration, usually less than one (1) second, with an abrupt onset and rapid decay.
5. Daytime hours. Hours between 7:00 AM to 9:30 PM, Monday through Saturday, and the hours of 9:00 AM to 9:30 PM on Sundays.
6. Nighttime hours: All other hours not listed above are nighttime hours.
7. Decibel. A logarithmic unit of measurement used in measuring the magnitude of sound. The symbol is dB.
8. Noise. Any excessive sound or disturbance, the intensity of which exceeds the standards set forth in Section 12-41 of this Ordinance.
9. Noise Level. The sound pressure level in decibels as measured with a sound level meter using the A-weighting network. The level so read is designated dB(a) or dBA. A-weighted decibels, abbreviated dBA, or dBA, or dB(a), are an expression of the relative loudness of sounds in air as perceived by the human ear. In the A-weighted
system, the decibel values of sounds at low frequencies are reduced, compared with unweighted decibels, in which no correction is made for audio frequency.

10. Person. Any individual, firm, partnership, association, syndicate, company, trust, corporation, agency, or administrative subdivision of the state or other legal entity of any kind.

11. Premises. Any building, structure, land or portion thereof, including all appurtenances, and shall include yards, lots, courts, inner yards and real properties without buildings or improvements owned or controlled by a person.

12. Property Line. That real or imaginary line along the ground surface and its vertical extension which separates real property owned or controlled by any person from contiguous real property owned or controlled by another person, and separates real property from the public right of way.

13. Sound. A transmission of energy through solid, liquid or gaseous media in the form of vibrations which constitute alterations in pressure or position of the particles in the medium and which in air evoke physiological sensations, including, but not limited to, an auditory response when impinging on the ear.

14. Sound Level Meter. An instrument to take sound level measurements and which should conform, as a minimum, to the operational specifications of the American National Standards Institute for sound level meters.

Sec. 12-36. General Prohibition and Permitting
No person shall use, play or operate any loudspeaker or sound amplifying device in excess of the volume limits defined in Section 12-41; including, but not limited to radios, speakers, or public address systems, self-standing or attached from any stand, platform or any other structure or part of any structure which abuts or is adjacent to a public place or street, or to use, play or operate a loud speaker or sound amplifying device which is self-standing or attached to the outside of any building or premises abutting or adjacent to a public place or street, without first obtaining a permit from the Chief of Police or his designee in conjunction with the Zoning Enforcement Officer and paying an annual permit fee of $50.00, except for public functions or emergency use. The permit obtained shall list specific days and hours of operation as determined by the Chief of Police or his designee and the Zoning Enforcement Officer considering the needs of the applicant and the comfort of the public.

Sec. 12-37. Exemptions.
The following shall be exempt from these regulations.
1. Construction Equipment which is operated during daytime hours and has all proper permits/licenses/authorization from the appropriate office at the Town of Watertown or State of Connecticut;
2. Noise created as a result of, or relating to an emergency;
3. Noise from domestic power equipment such as, but not limited to, power saws, sanders, grinders, lawn and garden tools or similar devices operated in daytime hours;
4. Noise from snow removal equipment, provided equipment is maintained in good repair and exhaust is adequately muffled;
5. Noise created by any religious, governmental, educational or recreational activities permitted by law or for which a lease, license, or permit has been granted by the Borough, including but not limited to outdoor evangelistic meetings, parades, sporting events, concerts, and fireworks displays;

6. Noise generated by transmission facilities, distribution facilities and substations of public utilities providing electric power, telephone, cable television or other similar services and located on property which is not owned by the public utility and which may or may not be within utility easements.

7. Natural noise, without amplification, made by humans is not considered a violation, unless it is made to intentionally interfere with another person’s enjoyment of property.

1. All motor and recreational vehicles operated within the limits of the Town of Watertown shall be subject to noise standards and decibel levels as found in C.G.S. Title 14, § 14-80a.
2. No motor or recreational vehicle shall emit noise in excess of the noise levels as specified in Section 13-82 of this Ordinance.

1. The Watertown Police Department shall be responsible for investigating complaints of noise violations.
2. Any person aggrieved by an act constituting a violation of this chapter may complain to the police department who shall enforce this chapter.
3. The police are also authorized to enforce this chapter without any such complaint.

Sec. 12-40. Inspections and Sound Measuring Procedures.
For the purpose of determining compliance with the provisions of this chapter, the following guidelines shall be applicable:
1. All personnel conducting sound measurements shall be trained in the current techniques and principles of sound measuring equipment and instrumentation.
2. Instruments used to determine sound level measurements shall conform to the sound level meters as defined by this Ordinance.
3. The general steps listed below shall be followed when preparing to take sound level measurements:
   a. The instrument manufacturer’s instructions for the preparation and use of the instrument shall be followed.
   b. The sounds level meter shall be calibrated before and after each set of measurements.
   c. The sound level meter shall be placed at an angle to the sound source as specified by the manufacturer’s instructions and at least four feet above the ground.
   d. Measurements shall be taken and documented at a point that is located approximately one foot beyond the boundary of the emitter’s premises.
emitter's premises include his/her individual unit of land or group of contiguous parcels under the same ownership as indicated by public land records.

Sec. 12-41. Noise Levels.
1. No person in a residential zone shall emit noise beyond the boundaries of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:
   Emitter's Zone: Residential
   Receptor's Zone: Industrial- 62 dBA
   Receptor's Zone: Commercial- 55 dBA
   Receptor's Zone: Residential/day- 55 dBA
   Receptor's Zone: Residential/night- 45 dBA

2. No person in a commercial zone shall emit noise beyond the boundaries of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:
   Emitter's Zone: Commercial
   Receptor's Zone: Industrial- 62dBA
   Receptor’s Zone: Commercial - 62 dBA
   Receptor’s Zone: Residential/day- 55 dBA
   Receptor’s Zone: Residential/night- 45 dBA

3. No person in an industrial zone shall emit noise beyond the boundary of his/her premises exceeding the levels stated herein and applicable to adjacent residential, commercial or industrial zones:
   Emitter’s Zone: Industrial
   Receptor’s Zone: Industrial- 70dBA
   Receptor’s Zone: Commercial- 66 dBA
   Receptor’s Zone: Residential/day- 61 dBA
   Receptor’s Zone: Residential/night- 51 dBA

Sec. 12-42. Background and Impulse Noise.
1. In those individual cases where the background noise levels caused by sources not subject to this chapter exceed the standards contained herein, a source shall be considered to cause excessive noise if the noise emitted by such source exceeds the background noise levels by five (5) db(A), provided that no source subject to the provisions of this chapter shall emit noise in excess of eighty (80) db(A) at any time and provided that this section does not decrease the permissible levels of other sections of this chapter.

2. No person shall cause or allow the emission of impulse noise in excess of eighty (80) db peak sound-pressure level during nighttime hours to any residential zone.

3. No person shall cause or allow the emission of impulse noise in excess of one hundred (100) db peak sound-pressure level at any time to any zone.

Sec. 12-43. Enforcement and Penalties.
1. The Watertown Police Department shall be responsible for issuing citations for violations of the provisions of this Chapter in accordance with the Code of Ordinances Section 1-12 et seq.

2. Any person in violation of the provisions of this chapter shall be fined $100.00 for the initial violation.

3. For any subsequent violation at the same premises, a $250.00 fine will be imposed.

4. For any violation of this Ordinance, the Waterton Zoning Department also retains the right to revoke the annual permit referenced above in Section 12-36 above.

Sec. 12-44. Appeal.
1. Whenever a fine is imposed under this Ordinance, the person fined may, within Ten (10) days from the date of the citation, appeal by filing a written notice of appeal to the Town's Hearing Officer. The filing of an appeal shall stay any fine imposed until such time as a decision is rendered on the appeal.

2. If no appeal is filed within ten (10) days of the Notice of Violation, an assessment and judgment shall be entered against the offender without further notice.

3. The provisions of this Ordinance may be enforced by citation and hearing as permitted by Conn. Gen. Stat. §7-152(c).

This ordinance shall take effect twenty-one days after publication pursuant to Charter Section 307.

Dated at Watertown, Connecticut this 5th day of December, 2022

Jonathan Ramsay, Chairman
Watertown Town Council

Introduced: 02-16-2021
Date of Public Hearing: 07-19-2021
Date of Approval of Ordinance by Town Council: 12-5-2022
Date of Publication: 12-15-2022
Effective Date of Ordinance: 01-05-2023
From: Paul Jessell <pjessell@sssattorneys.com>  
Sent: Tuesday, July 4, 2023 10:35 AM  
To: Mark Raimo <raimo@watertownct.org>  
Subject: Gazebo Fund

Mark

I have reviewed the original Declaration of the Watertown Centennial Memorial Fund created on December 29, 1980, as well as the Judgment of the Superior Court dated June 10, 1991, which modified the provisions of the original Declaration. Although the original Declaration contained a specific prohibition on the monies in the fund being given to the Town of Watertown any governmental body, the 1991 Judgment does state that on the dissolution of the fund, any remaining monies can be turned over to a 501(c)(3) entity, or the Federal Government or to a state or local government for public purposes. There is approximately $14,000 in the bank account for the fund.

It appears that although the fund has done some repairs to the Gazebo, the bulk of the maintenance and repair has been done by the Town of Watertown. I think that will continue, since there is really no mechanism for fundraising in existence at this time, nor is it likely one will be created.

I think the appropriate resolution is for the Town Council to make a new appointment to the Committee, and the History Museum (formerly the Historical Society) to do the same. I think they, along with Mr. Vaughn, should have a meeting and vote to dissolve the Fund and transfer the money to a Special Gazebo Fund to be established by Town Council Resolution so that the monies will be limited in purpose to repairs at the Gazebo. If or when those funds are expended, the Town Council can terminate the fund’s existence, and the Town will continue, as has been the case, to maintain the Gazebo.

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www.sssattorneys.com
CONTRACT OF SALE

WATERTOWN MAIN STREET, LLC

as Seller,

and

TOWN OF WATERTOWN

as Purchaser,

Dated:

July , 2023
THIS CONTRACT OF SALE (this "Agreement") is dated July ____ , 2023, between 

WATERTOWN MAIN STREET LLC a Connecticut limited liability company with an 
address of 184 Fern Avenue, Litchfield, CT 06759 ("Seller"); and the TOWN OF 

WATERTOWN a municipal corporation with its principal place of business at 61 Echo Lake 
Road, Watertown, CT 06795 ("Purchaser").

Seller and Purchaser, in consideration of the mutual covenants herein contained, hereby 
covenant and agree as follows:

Article 1. Description of Premises.

1.1 Description of Premises. This Agreement concerns the following premises:

(a) The parcel of land more particularly described on Exhibit A attached 
hereto being a portion of the property located at 666-686 Main Street, Watertown, CT and 
comprising approximately 7/10 of an acre (.7), more or less;

(b) All improvements made on the property pursuant to Paragraph 19 of this 
Agreement (collectively, the "Improvements");

(c) all right, title and interest of Seller in and to the land lying in the bed of 
any street or highway in front of or adjoining the Land, and all other appurtenances (excluding 
utility rights and easements and any equipment lying in the bed of any such street or highway 
owned or used by Seller) to the Land and Improvements (collectively, the "Appurtenances").

The Land, together with the Improvements on and the Appurtenances to the Land, are 
hereinafter sometimes collectively referred to as the "Premises."
1.2. **Conveyance of Premises.** Upon the terms and subject to the conditions of this Agreement, Seller shall sell to Purchaser and Purchaser shall purchase from Seller the Premises.

Article 2. **Purchase Price.**

2.1. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Premises is ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($1,500,000.00), payable in accordance with the provisions of this Article 2. The Purchase Price shall be paid to Seller by Purchaser at Closing.

2.2. **Adjustment of Cash.** The cash payment required at the Closing will be increased or decreased, as the case may be, to account for all items to be adjusted and apportioned in accordance with Article 10 below.

2.3. **Acceptable Funds.** All monies payable under this Agreement, unless otherwise specified herein, shall be paid by immediately available funds either wire transferred to an account designated by Seller or paid to Seller at Closing by certified check.

Article 3. **Governmental Approvals, Authorization of Conveyance and Use of Premises.**

3.1. **Understandings of the Parties.** Seller and Purchaser agree and acknowledge that:

(a) This Agreement, and the sale of the Premises to Purchaser as provided herein, are specifically conditioned upon the Seller meeting the following conditions (the "Seller’s Conditions"): (i) the receipt by Seller of all appropriate approvals necessary to improve the Premises for Purchaser’s intended use in accordance with the terms set forth in
Paragraph 19 this Agreement (the “Seller’s Conditions”), including approvals from the appropriate Town of Watertown departments and commissions, including, but not limited to, the Building Department, the Planning and Zoning Commission and the Inland Wetlands Commission as well as any subdivision approval, as required; and

(ii) the Seller completing the improvements set forth in Paragraph 19; and

(iii) the Seller terminating a certain Lease dated March 25, 2015 (the “Lease”) by and between Seller and Westbury Music, LLC (the “Tenant”) on terms mutually agreeable to Seller and Tenant and Tenant vacating the leased premises.

(b) This Agreement is also specifically conditioned upon Purchaser obtaining the following (the “Purchaser’s Conditions”):

(i) Town of Watertown Planning and Zoning Commission approval under General Statutes §8-24 for the purchase of the Premises.

(ii) Town of Watertown Town Council and the Town Meeting shall have approved the expenditure contemplated herein.

If either the Seller’s Conditions or the Purchaser’s Conditions are not satisfied on or before August 30, 2023, either party may terminate this Agreement by providing the other party with written notice of such termination on or before August 30, 2023. If neither party provides such notice on or before August 30, 2023, this Agreement shall remain in full force and effect.

3.2. Cooperation. Each party shall cooperate with the efforts of the other party (but without expense to the cooperating party) in seeking the approvals described in Section 3.1, including without limitation making available plans and personnel for hearings. Each party shall
give the other reasonable advance notice of the holding of any public hearings with third parties in connection with the efforts of the party seeking said approvals. Each party shall, at the other party’s request, provide the other with a copy of any applications or other written material sent or received in connection with seeking said approvals. Neither party shall be obligated to appeal a denial or deferral of any such approval that such party is seeking.

Article 4. The Closing.

4.1. Date, Place and Time of Closing. The transfer of title to the Premises under this Agreement is referred to as the “Closing.” The date on which the Closing shall occur under this Agreement is referred to as the “Closing Date.” The Closing shall be held at the offices of Purchaser, 61 Echo Lake Road, Watertown, CT 06795, commencing at 10:00 A.M. on the Closing Date, or as otherwise agreed by Seller and Purchaser. The Closing Date shall be on the date which is sixty (60) days following the later to occur of: (a) the date on which Seller provides Purchaser with written notice that Seller has satisfied the contingencies set forth in Section 3.1(a); and (b) the date on which Purchaser provides Seller with written notice that Purchaser has satisfied the contingencies set forth in Section 3.1(b). If said date is not a business day, the Closing Date shall be the second business day following said date. It is the intent of Seller and Purchaser to use reasonable efforts to cause the Closing Date to be no later than the date determined by the immediately preceding sentence, or at a date mutually agreed to by Seller and Purchaser.

4.2. Adjournment of Closing Date. If the Closing does not occur within 30 days after the scheduled Closing Date owing to the fault of Purchaser, Purchaser shall automatically be in
default under this Agreement and Seller shall have the right to terminate this Agreement. If the Closing does not occur within 30 days after the scheduled Closing Date owing to the fault of Seller, Seller shall automatically be in default under this Agreement and Purchaser shall be entitled to specific performance pursuant to Section 12.1 of this Agreement.

Article 5. **Acceptable Title and Clearing Title.**

5.1. **Acceptable Title.** Seller shall convey and Purchaser shall accept title to the Premises in accordance with the terms of this Agreement, subject to the liens, encumbrances and exceptions to title set forth on Exhibit A, and to the following:

(a) any restriction or limitations imposed or to be imposed by any governmental authority, including the zoning and planning rules and regulations of Watertown;

(b) taxes of the Town of Watertown which become due and payable after the Closing Date, which taxes Purchaser will assume and agree to pay as part of the consideration for the deed, Seller being responsible for installments due prior to the Closing for any taxes or municipal assessments and/or liens;

(c) encroachments of ledges, fences, hedges and retaining walls projecting from the Premises over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Premises; provided that title is not rendered unmarketable by such encroachments and that the Premises are not rendered unusable by Purchaser for Purchaser's intended purpose by such encroachments;

(d) public improvement assessments and sewer connection charges, or other assessments and/or any unpaid installments thereof, which assessments and/or installments
become due and payable after the Closing Date, which assessments and/or installments
Purchaser will assume and agree to pay as part of the consideration for the deed;

(e) any state of facts shown or which would be shown by an accurate survey
and physical inspection of the Premises; provided that title is not rendered unmarketable by such
fact(s) and that the Premises are not rendered unusable by Purchaser for Purchaser’s intended
purpose by such fact(s); and

(f) all rights of utility companies for the erection and/or maintenance of
water, gas, electric, telephone, sewer or other utility pipes, lines, poles, wires, conduits or other
like facilities, and appurtenances thereto, over, across and under the Premises, as shown on the
Watertown Land Records as of the date hereof; provided that title is not rendered unmarketable
by such rights and that the Premises are not rendered unusable by Purchaser for Purchaser’s
intended purpose by such rights.

5.2. Clearing Title. (a) Seller shall convey and Purchaser shall accept fee
simple title to the Premises in accordance with the terms of this Agreement, subject to: (i) the
exceptions referred to in Section 5.1 herein and Exhibit A; (ii) the standard printed exceptions in
the ALTA form of policy in use in the State of Connecticut; and (iii) such other matters as any of
the title insurance companies specified in subsection (b) below shall be willing to omit as
exceptions to coverage or to except with affirmative insurance coverage (including cost of
defense) against collection out of or enforcement against the Premises, provided such other
matters do not render the Premises unmarketable or unusable for Purchaser’s intended purpose.
Nothing shall constitute an encumbrance, lien or exception to title for the purposes of this
Agreement if the Standards of Title of the Connecticut Bar Association recommends that no
corrective or curative action is necessary in circumstances substantially similar to those presented in the title to the Premises. Seller shall not voluntarily create, or permit to be created, any further liens, easements or encumbrances against the Premises. Seller shall not be required to bring any action or proceeding or to incur any expense to cure any title defect, except as set forth in the preceding sentence and the obligation to obtain releases of any consensual monetary encumbrances affecting the Premises at the time of Closing.

(b) No later than Sixty (60) days from the date of this Agreement, Purchaser shall deliver to Seller and Seller’s counsel a copy of Purchaser’s title report or title insurance commitment for the Premises (and Purchaser’s survey, if any has then been obtained) and a written notice from Purchaser to Seller stating whether such title report or commitment (or survey, if obtained) reveals one or more defects that prevent Seller from conveying title in accordance with this Agreement. Purchaser’s failure to deliver said title report or title insurance commitment and written notice to Seller within Sixty (60) days from the date of this Agreement shall be deemed to be a waiver of Purchaser’s rights and remedies under this Article 5. Other than such defects expressly set forth in Purchaser’s timely written notice to Seller, Purchaser shall be deemed to have accepted the state of title shown on such report or commitment and survey, if a survey has been obtained. If Purchaser does so notify Seller of such defects and such defects relate to the marketability of title to the Premises and not to whether the Premises are useable for Purchaser’s intended purpose, Seller shall have 30 days following such notice to cure such defects or to locate a title insurance company licensed to do business in Connecticut and acceptable to Purchaser to insure title to the Premises at Purchaser’s expense without exception for such defects (or with affirmative coverage for such defects, including cost of defense). If the
cost of such insurance exceeds the Connecticut all-inclusive rate, Seller shall pay the excess
premium over the all-inclusive rate. If the cost of such insurance exceeds the Connecticut all-
inclusive rate by more than $1,000, Seller may cancel and terminate this Agreement, in which
event this Agreement shall be terminated except for Purchaser's surviving indemnity obligations.
If Seller shall accomplish same within such period and shall be able to convey title in accordance
with the terms of this Agreement and shall give notice to Purchaser, the Closing shall then occur.
If (i) Purchaser does so notify Seller of such defects and such defects render the Premises
unsuitable for Purchaser's intended purpose, or (ii) Seller shall not be able to cure or insure over
(as described above) a defect which relates to the marketability of title to the Premises and gives
such notice to Purchaser within such 30 day period, Purchaser, within ten business days after the
expiration of such 30 day period, shall elect either (x) to accept a deed to the Premises conveying
such title as Seller can give in accordance with all of the other provisions of this Agreement upon
payment of the Purchase Price; or (y) to cancel and terminate this Agreement, in which event this
Agreement shall be terminated except for Purchaser's surviving indemnity obligation.

Article 6.  [Title]

6.1.  [Title]  Purchaser and Seller each represents
and warrants to the other the following:

(a)  subject to Seller obtaining the approvals described in Section 3.1(a), and
subject to Purchaser obtaining the approvals described in Section 3.1(b), each party has sole
power and authority, respectively, to acquire and own or convey, as the case may be, the
Premises;
(b) the execution and delivery of this Agreement by the persons so acting on Purchaser’s or Seller’s behalf, respectively, have been authorized by all necessary formal action of each party, and this Agreement is the legal, valid and binding obligation of each party respectively, enforceable in accordance with its terms, except as provided in Section 3.1(a) with respect to Seller’s approval and in Section 3.1(b) with respect to Purchaser’s approval.

6.2. Inspection. (a) Except as set forth in Section 6.2(b) below, Purchaser represents and warrants to Seller the following: Purchaser has inspected the Premises, is fully familiar with the physical condition thereof and agrees that Seller has made no warranty or representation, express or implied, as to the condition of the Premises or any portion thereof or as to its permitted uses. Purchaser specifically acknowledges that it has made its decision to buy the Premises based solely on its own information and is not relying on Seller to provide Purchaser with any information, except as expressly specified herein.

(b) Purchaser may, within 30 days following the execution and delivery of this Agreement, and again upon Seller’s completion of the improvements contemplated under Section 19 of this Agreement, inspect the Land and any Improvements thereon. If Purchaser discovers a material environmental risk or liability with respect to the Premises that was introduced to the Premises by Seller subsequent to the expiration of the thirty (30) day period following the execution and delivery of this Agreement, or the improvements are not constructed by Seller pursuant to Section 19 below, Purchaser may terminate this Agreement. For purposes of this Section 6.2(b), a material environmental risk or liability shall mean the presence of hazardous materials on or the violation of an environmental law with respect to the Premises.
which Purchaser’s environmental engineer reasonably estimates to cost greater than $50,000 to remediate.

6.3. **Environmental.** Seller represents to Purchaser that Seller has no actual knowledge of (i) any hazardous materials or hazardous substances on the Premises, or (ii) any violation of any environmental law applicable to the Premises.

6.4. **Survival.** The representations and warranties in Section 6.1(a) and 6.1(b) shall survive the Closing for a period of six months subsequent to the Closing.

**Article 7. Condemnation.**

7.1. **Immaterial Taking.** If an immaterial portion of the Premises or of any Parcel is taken by eminent domain, this Agreement shall remain in full force and effect, Purchaser shall not have any right to terminate this Agreement as a result of said event, there shall be no reduction in the Purchase Price, and Seller shall assign to Purchaser all condemnation awards and payments in connection with such taking by eminent domain.

Any assignment of condemnation awards from Seller to Purchaser shall be reduced by the costs incurred by Seller as a result of the condemnation, including, without limitation, counsel fees and costs of interim protection, appraisals, repair and restoration.

7.2. **Material Taking.** If all or a material portion of the Premises is taken by eminent domain by any governmental authority other than Purchaser, Purchaser may terminate this Agreement by notice to Seller given not later than 30 days after receipt of notice of such taking and, in such event, this Agreement shall be canceled and terminated. If neither party so
terminates this Agreement the Closing shall occur as scheduled, and the provisions of Section 7.1 shall control the parties’ rights to the condemnation proceeds.

Article 8. Seller’s Closing Obligations.

At the Closing, Seller shall deliver the following to Purchaser:

8.1. Deed. A warranty deed, executed in proper form for recording so as to convey the title to the Premises, as required by this Agreement.

8.2. Affidavits. Such affidavits as Purchaser’s title insurance company shall reasonably require in order to omit from Purchaser’s title insurance policy all exceptions for unrecorded mechanics’ liens arising as the result of any materials or services requested by Seller and for tenants in possession and for purposes of updating any survey provided to Purchaser’s title insurance company, together with a certification that Seller is not a “foreign person” pursuant to Section 1445 of the Internal Revenue Code.

8.3. Transfer Taxes and Returns. As Purchaser is a municipal corporation, no real property conveyance taxes are due and payable in connection with this transaction. Seller shall deliver the appropriate conveyance tax return to Purchaser.

8.4. Other Required Documents.

(a) schedules containing the information required to calculate the apportionments described in Article 10 hereof;

(b) all other documents required by this Agreement to be delivered by Seller.

Article 9. Purchaser’s Closing Obligations.

At the Closing, Purchaser shall:
9.1. **Monies.** Deliver to Seller funds, complying with Sections 2.1 and 2.3, in payment of the Purchase Price payable at the Closing and items apportioned pursuant to Article 10 herein.

9.2. **Recordation and Filing.** Cause the deed to be recorded and cause all conveyance tax returns to be delivered to the appropriate government offices having jurisdiction over the Premises promptly after the Closing.

9.3. **Other Documents Required.** Execute and deliver all other documents required by this Agreement to be delivered by Purchaser.

Article 10. **Apportionments at Closing.**

10.1. **Items of Apportionment.** The following items shall be apportioned between the parties and paid at the Closing: real estate taxes and assessments levied against the Premises.

10.2. **Mistakes in Apportionments.** Any error in calculation or payment of the items apportioned at a Closing shall be corrected promptly upon discovery of the error. The foregoing obligation of the parties hereto shall survive for a period of six months subsequent to the Closing.

Article 11. **Broker Representations.** Purchaser represents to Seller that no broker or agent brought the Premises to Purchaser's attention or was, in any way, the procuring cause of this sale and purchase. Seller represents to Purchaser that no broker or agent has any exclusive sale or exclusive agency listing on the Premises.
Article 12. **Default by Seller.**

12.1. **Remedy.** In the event of a default by Seller under this Agreement, Purchaser shall be limited to the remedy of specific performance, and Seller shall not be liable for damages. Purchaser shall have the right, but shall have no obligation, to exercise its rights and remedies under this Section 12.1.

Article 13. **Default by Purchaser and Indemnification.**

13.1. **Remedy** In the event of a default by Purchaser under this Agreement, Seller shall, have the right to (i) sue for a specific performance; or (ii) terminate this Agreement and upon such termination, Purchaser shall not be liable to Seller for any damages, except for Purchaser’s obligations under Section 16.2 of this Agreement.

Article 14. **Notices.**

Except as otherwise specifically provided in this Agreement, all notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be deemed to have been properly given when delivered by overnight or similar courier service that obtains a receipt upon delivery from the named addressee only, or sent by registered or certified mail, return receipt requested (return receipt signed by the addressee only), postage pre-paid, addressed to the party to be notified at its address first above set forth or to such other address as such party shall have specified most recently by like notice. At the same time any notice is given to Seller, a copy thereof shall be sent as provided above to: Attorney David M. Barry, Jr., Jacobs,
Walker, Rice & Barry, LLC, 146 Main Street, Manchester, CT 06040. At the same time any notice is given to Purchaser, a copy thereof shall be sent as provided above to: Attorney Paul R. Jessell, Slavin, Stauffacher & Scott, LLC, 27 Siemon Company Drive, Suite 300W, Watertown, Connecticut 06795.

Article 15. **Assignment.**

Purchaser shall not assign this Agreement without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion. Upon any such assignment, Purchaser and the assignee shall be jointly and severally liable for Purchaser’s obligations under this Agreement.

Article 16. **Access to Premises.**

16.1. **Access.** Seller shall permit Purchaser and Purchaser’s representatives, upon reasonable prior notice whenever practicable, to enter the Premises at reasonable hours for the purpose of inspecting the Premises and conducting examinations thereof prior to Closing, provided that same shall not violate any regulations of governmental authority applicable to the Premises or Seller’s ownership thereof.

16.2. **Purchaser’s Obligations.** Purchaser shall: (a) to the extent feasible, restore the Premises to their condition prior to the making of any borings or tests if such borings or tests are made; (b) indemnify, defend and hold Seller harmless with respect to any damage or claims for damage made against Seller as the result of any of Purchaser’s activities on the Premises prior to the Closing; (c) obtain and maintain general liability insurance in an amount not less than.
$1,000,000, and provide Seller with evidence of such insurance; and (d) promptly discharge any mechanics’ or materialmen’s liens filed against the Premises as the result of any activities undertaken on Purchaser’s behalf. Purchaser’s obligations under this Section 16.2 shall survive any termination of this Agreement.

16.3. Notices. Any notices required of Purchaser under this Article 16 shall be transmitted to Seller by overnight delivery and by email as follows, or to such other address as Seller shall have specified by notice given under Article 14:

Watertown Main Street LLC  
184 Fern Avenue  
Litchfield, CT 06759  
Attn: Mark Greenberg  
Email: mark@markgreenbergrealestate.com

Article 17. Survival and Delivery of Deed.

17.1. Survival. Except as otherwise provided in Article 10 and Section 6.4 of this Agreement, no representations, warranties, covenants or other obligations of Seller set forth in this Agreement shall survive the Closing, and no action based thereon shall be commenced after the Closing.

17.2. Delivery of Deed. The delivery of a deed to the Premises by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder with respect to the Premises, except those obligations of Seller under Section 6.4 and Article 10 that are expressly stated to survive the Closing.

18.1. Entire Understanding. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and, all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

18.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

18.3. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

18.4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18.5. Liability. If there shall be more than one person, firm or corporation comprising Purchaser, such persons and entities shall be jointly and severally liable hereunder.

18.6. Construction. As used in this Agreement, the singular shall include the plural and the plural shall include the singular, as the context may require. Each and every provision of this Agreement has been mutually negotiated, prepared and drafted, each party has been represented by legal counsel, and, in connection with the construction of any provision hereof or deletions
herefrom, no consideration shall be given to the issue of which party actually negotiated, prepared, drafted or requested any provision or deletion.

18.7. **Execution and Delivery.** Delivery of this Agreement for inspection or otherwise by Seller to Purchaser and/or its attorneys shall not constitute an offer or create any rights in favor of Purchaser or others and shall in no way obligate or be binding upon Seller, and this Agreement shall have no force or effect unless and until the same is fully executed and delivered by the parties and fully-executed copies exchanged by the parties hereto.

Article 19. **Seller Improvements.**

As part and parcel of this Agreement, Seller agrees that it will take all steps necessary to accomplish the following:

(a) Subdivide the Premises from Seller’s other property at 666-686 Main Street, Watertown.

(b) Perform demolition of the building on the property in accordance with town and state requirements. In the event that any hazardous materials are encountered in the demolition of the building, Seller shall be solely responsible for all remedial actions required by local authorities or the Department of Energy and Environmental Protection.

(c) Perform all site work, grading, drainage, paving and striping to create a parking lot in accordance with the designs provided by the Purchaser, approved by Seller and attached hereto as Exhibit B.

(d) Provide all easements and other documents necessary to grant Purchaser and the public access to the parking lot across the remaining property of the Seller, with
access to Woodruff Avenue and Main Street across accessways already existing and in use by the Seller, all in form and substance mutually agreeable to Seller and Purchaser.

(e) Install conduit to the future location of the Parkingboxx Smart Parking Meter (the "Parking Meter") in the location(s) indicated on the designs attached hereto as Exhibit B. Seller shall have no obligation to install and make operational such Parking Meter.

(f) Install conduit to the future location of the EV charging stations in the location(s) indicated on the designs attached hereto as Exhibit B. Seller shall have no obligation to install and make operational such EV charging stations.

(g) All work to be done at the sole cost and expense of the Seller, except where grant monies may become available to pay some of the expenses. All work to be done in a workmanlike manner in accordance with state and local building and constructions codes and completed to the reasonable satisfaction of the Purchaser.

(h) The plans and specifications attached hereto as Exhibit B shall control regarding the work to be performed, unless superseded or supplemented by instructions from the Watertown Town Manager, the Director of Public Works or the Town Engineer.

(i) In no event shall the total amount due to Seller for the property and all of the required work exceed the contract amount stated above absent an express written authorization from the Purchaser, including all required local approvals.
IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement as of the date first above written.

Seller:
WATERTOWN MAIN STREET LLC

By: ________________________
Mark Greenberg
Its Member

Purchaser:
TOWN OF WATERTOWN

By: ________________________
Mark A. Raimo
Its Town Manager
EXHIBIT A
PROPERTY DESCRIPTION

All that certain piece or parcel of land together with all improvements thereon, located in the Town of Watertown, County of Litchfield and State of Connecticut, as shown on a map or plan entitled, "PROPERTY SURVEY PREPARED FOR MARK GREENBERG 685 MAIN STREET WATERTOWN, CONNECTICUT Dealer: 4-10-00 Scale: 1"=30' Proj. No.: 007447A2 Map No.: 7447 Sheet: 1 OF 1 Drawn By: J.W. 07/17/00 REVISE PARKING LOT STRIPE CCA LLC ENVIRONMENTAL - CIVIL - ENGINEERING - SURVEYING 40 Old New Milford Road Brookfield, CT 06804 (203) 775-5207 33 Village Green Drive Litchfield, CT 06759 (860) 567-3179 KENNETH S. HRICA, R.L.S. CT LIC. #18668", which map or plan is on file in the Office of the Town Clerk of Watertown, to which reference may be had. Said piece or parcel of land is more particularly bounded and described as follows:

Commencing at a point located on the westerly line of Main Street, said point being located in the northeasterly corner of the premises herein conveyed, which point is further located in the southeasterly corner of land now or formerly of John R. Buso; thence running S 21° 17' 00" E, 2.41 feet to a point; thence running S 39° 57' 34" E, 19.02 feet to a point, said last two courses running along the westerly line of Main Street; thence running S 61° 20' 25" W, 158.65 feet to a point; thence running S 23° 32' 28" E, 119.63 feet to a point, said last two courses running along land now or formerly of Webster Bank; thence running S 42° 55' 34" E, 34.57 feet to a point; thence running S 42° 55' 34" E, 18.31 feet to a point; thence running N 53° 22' 01" E, 186.97 feet to a point located in the westerly line of Main Street, said last three courses being along land now or formerly of Caroline J. Horzel; thence running S 39° 57' 34" E, 90.00 feet along the westerly line of Main Street to a point; thence running S 56° 35' 26" W, 183.71 feet along land now or formerly of Charles F. Labas Jr. to a point; thence running S 56° 33' 04" W, 6.00 feet along land now or formerly of The Hyde & Watson Foundation to a point; thence continuing S 56° 33' 04" W, 152.51 feet along land now or formerly of J. Leonard Spodek to a point; thence running S 35° 55' 41" E, 143.39 feet along land now or formerly of said Spodek and the EXIST BRICK BUILDING "POST OFFICE", 143.39 feet to a point located in the northerly line of Woodruff Ave.; thence running S 56° 37' 56" W along the northerly line of Woodruff Ave., 36.82 feet to a point; thence running N 35° 18' 05" W, 197.62 feet to a point; thence running S 56° 02' 25" W 72.00 feet to a point, said last two courses being along land now or formerly of Greater Watertown Federal Credit Union; thence running S 56° 02' 25" W, 53.52 feet to a point; thence running S 56° 02' 25" W, 22.91 feet to a point, the last two courses being along said Greater Watertown Federal Credit Union; thence running N 19° 47' 23" W, 201.05 feet along land now or formerly of Helen A. Agnew to a point; thence running N 74° 48' 10" E, 150.00 feet to a point; thence running N 17° 03' 40" W, 112.72 feet to a point; thence running N 81° 13' 00" E, 68.29 feet to a point; thence running N 64° 38' 00" E, 215.89 feet to the point or place of beginning, said last four courses being along land now or formerly of said Buso.
Said premises are conveyed together with the following:

1. Passway rights in common with others, as granted in Bargain and Sale Deed from Helen McGowan Campbell to Tofie A. George and John J. George dated January 19, 1961 and recorded February 8, 1961 in Volume 136 at Page 434 of the Watertown Land Records.

2. Passway privileges as more particularly described in Volume 115 at Page 505 and Volume 102 at Page 535 of the Watertown Land Records.


Said premises are conveyed subject to the following:


14. Riparian rights of others in and to a brook crossing through/under said premises.


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 17th day of July, 2023.

__________________________________________
Jonathan Ramsay, Chairman
Watertown Town Council

At a regular meeting of the Watertown Town Council held on July 17, 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.

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<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>
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<td>32.50</td>
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Susan King, Clerk of the Town Council