

**TOWN OF WOODWAY
COUNCIL MEETING AGENDA
MONDAY, FEBRUARY 7, 2022
6:00 P.M.**

Meeting held virtually due to current COVID protocols

- | | | |
|-----------|------|--|
| 6:00 P.M. | | Call to Order, Flag Salute, & Roll Call |
| 6:00 P.M. | I | Bridge Report - Executive Summary |
| 6:10 P.M. | II | Approval of Payments –2021 Claims, February 7, 2022 Claims, January 2022 Payroll |
| 6:15 P.M. | III | Approval of Minutes – January 18, 2021 |
| 6:20 P.M. | | Public Comments* |
| 6:25 P.M. | IV | Council Reports |
| 6:30 P.M. | V | Mayor’s Report |
| 6:35 P.M. | VI | Town Administrator’s Report |
| 6:40 P.M. | VII | ROW Conversation Update |
| 6:55 P.M. | VIII | Study Session Planning |
| 7:05 P.M. | IX | Representatives to Town and Regional Organizations |
| 7:15 P.M. | X | Amendment to OVWSD Agreement for Twin Maples Stormwater Work |
| 7:20 P.M. | XI | Meeting Cancellation - February 22, 2022 |
| 7:25 P.M. | | Public Comments* |
| 7:30 P.M. | | General Council Discussion – Choice of Subjects |
| 7:35 P.M. | | Adjournment |

** Public comments: Those who wish to make a public comment for this meeting can do so via video or audio connection. Please keep yourself muted until the appropriate time. Phone callers can unmute themselves by dialing *6.*

Council agendas are subject to change before or during the council meetings upon motion. All times are approximate.

Anyone with a disability requiring special accommodations should contact the Town Clerk's Office at Town Hall or call (206)542-4443 before 1:00 p.m. the Thursday preceding the Council Meeting. For TDD relay service, call (206)587-5500, or outside the Seattle area #1-800-833-6388.



TOWN OF WOODWAY
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

Clerk Treasurer

The following transactions are approved for 2021 payment:

Claims checks #13692 through 13693.....\$34,575.72

This 31st day of December 2021.

Mayor

Councilmember

Councilmember

Councilmember

*The Pace Engineers check for \$33,939.42 is a replacement for check 13677, not an additional payment



TOWN OF WOODWAY
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

Clerk Treasurer

The following transactions are approved for 2022 payment:

Claims checks #13694 through 13716.....\$16,017.67

This 7th day of February 2022.

Mayor

Councilmember

Councilmember

Councilmember



TOWN OF WOODWAY
PAYROLL APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

Clerk-Treasurer

The following January 2022 Payroll transactions, for 6.75 FTE, are approved for 2022 payment:

EFT transactions #111 through 129.....\$65,490.16

This 31st day of January 2022

Mayor

Councilmember

Councilmember

Councilmember

* There were no comp time hours accrued in January 2022

TOWN OF WOODWAY
COUNCIL MEETING MINUTES

TUESDAY, JANUARY 18, 2022
6:00 P.M.

Meeting held virtually due to current COVID conditions

Members Present	<input checked="" type="checkbox"/> Mayor Mike Quinn	<input checked="" type="checkbox"/> Councilmember Andrew DeDonker
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur
Staff & Guests Present	<input checked="" type="checkbox"/> Town Administrator Eric Faison	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input checked="" type="checkbox"/> Town Engineer John Forba	<input type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input type="checkbox"/> Public Works Director Terry Bryant

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:04 p.m.

I - PRESENTATION: REPORT ON FEDERALLY MANDATED BRIDGE INSPECTION (EVERY FIVE YEARS)

Town Administrator Faison introduced Town Engineer John Forba, PACE Engineers, who presented the bridge inspection/load rating report. The main findings included:

- Regulatory requirements were updated in 2014 to include larger modern vehicles.
- The load rating will be updated into a database that ranks it against other infrastructure.
- The bridge is rated to accommodate most vehicles. A few uncommon vehicle types would theoretically overstress the bridge.
- They recommend posting a 32-ton weight limit for the bridge based on the findings noted above.

Patrick Murphy, PACE Engineers, gave additional information and shared that the next step would be to authorize a conceptual design study and create a maintenance plan. Discussion included how to arrive at a condition rating of the bridge, a request for a plain-language narrative of the report, how and where to post appropriate signage, and whether trucking companies use the load ratings and/or posted weight limits to plan their routes.

II - APPROVAL OF PAYMENTS – 2021 CLAIMS - AMENDED

Councilmember DeDonker moved to approve the 2021 claims checks #13668 through 13678, 13689 through 13691, and EFTs #1740, 1741, and 1751 totaling \$49,788.69. *Councilmember Brock* seconded the motion. The motion passed unanimously.

II - APPROVAL OF PAYMENTS – JANUARY 18, 2022 CLAIMS

Councilmember Brock moved to approve the January 18, 2022 claims checks #13667, 13679 through 13688, and EFT #44 totaling \$11,037.17. *Councilmember DeDonker* seconded the motion. The motion passed unanimously.

III - APPROVAL OF MINUTES – JANUARY 3, 2022 MINUTES

Councilmember DeDonker moved to approve the January 3, 2022 council meeting minutes. *Councilmember Thakur* seconded the motion. The Council discussed the wording of item 9 related to short-term rentals and amended that item. The motion to approve the January 3, 2022 council meeting minutes as amended passed unanimously.

PUBLIC COMMENTS

None.

IV - COUNCIL REPORTS

None.

V - MAYOR'S REPORT

- Several recent regional meetings were cancelled – nothing to report on.
- Received a few more comments about the snow response.
- Will send out a summary of the bridge report to residents.
- Several residents have added themselves to the volunteer list.

VI - TOWN ADMINISTRATOR'S REPORT

- Shared an update on Woodway's application to Snohomish County to correct the MUGA boundaries.
- The Town received a notice from a state granting agency regarding the location of the John Bush Play Area. He will be applying for a waiver to allow continued use of the playground within the Reserve. Discussion followed.
- Received a notice from the insurance adjustor regarding the Town's claim related to the water leak emergency in August 2021. The Town will receive approximately \$15,000 from WCIA, after paying the deductible. The Town paid the total costs of approximately \$60,000 in 2021 from the Town's REET revenues. This payment will partially offset that expense and will be recognized as revenue in 2022. He noted that this net \$45,000 in REET expenses will not affect the Town's General Fund, which is used to fund police, fire and most of the Town's other expenses. As a result, there will be no effect on the Town's long-term financial plan.
- His deposition for Olympic View Water & Sewer District's current lawsuit was postponed.

VII - RESOLUTION 2022-434: AUTHORIZED SIGNERS ON LARGE CHECKS

Clerk-Treasurer Napolitano presented the resolution and opened the discussion of appropriate thresholds. Councilmember Bogen suggested adding a separate larger threshold for payroll

transactions. The consensus of the Council was to add a \$15,000 transaction threshold for payroll transactions.

ACTION:

Councilmember Bogen moved to approve Resolution 2022-434: Authorized Signers on Large Checks as amended. *Councilmember Brock* seconded the motion. The motion passed unanimously.

VIII - RESOLUTION 2022-435: SURPLUS PROPERTY - AMENDED

Clerk-Treasurer Napolitano presented the amended resolution. Discussion included how to dispose of the items with an approximate cash value and whether the items needed to be replaced.

ACTION:

Councilmember Brock moved to approve Resolution 2022-435: Surplus Property as amended. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

IX - RESOLUTION 2022-436: FEE SCHEDULE

Mayor Quinn presented the resolution, explaining that the fee changes were only for fire department fees, based on their updated fee schedule. Councilmember Mitchell noted that the code reference under A on page 6 needed to be updated. Staff will make that change in the final version.

ACTION:

Councilmember Mitchell moved to approve Resolution 2022-436: Fee Schedule as amended. *Councilmember DeDonker* seconded the motion. The motion passed unanimously.

X - ORDINANCE 2022-635: HOLIDAY SCHEDULE

Mayor Quinn presented the ordinance that would add the federally-recognized and state-recognized holiday of Juneteenth to the Town's holiday schedule.

ACTION:

Councilmember DeDonker moved to approve Ordinance 2022-635: Holiday Schedule. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

XI - REPRESENTATIVES TO REGIONAL ORGANIZATIONS

Clerk-Treasurer Napolitano presented the draft list of representatives. Discussion included the Town's involvement in the Alliance for Housing Affordability and when to select the Mayor Pro Tem. Councilmembers volunteered for several positions; the list would be brought back at the next meeting for additional discussion and approval.

PUBLIC COMMENTS

None.

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

- *Councilmember Bogen* requested that Public Works clean up the Wachusett Road/N. Deer triangle.
- Two items for future meetings:
 - Brainstorming topics for a study session and deciding on a date/time.
 - Continuing discussion of the Town’s rights-of-way regulations/policies.

ADJOURNMENT

Councilmember Mitchell moved to adjourn the meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:39 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Heidi K. S. Napolitano, Clerk-Treasurer,

Elizabeth Mitchell, Mayor Pro Tem

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

Town of Woodway
Representatives to Regional Organizations

Meeting date	2021			2022		
	Rep 1	Rep 2	Alt. Rep	Rep (1)	Rep (2)	Alternate Rep
Mayor Pro Tem	n/a	Mitchell	Bogen			
Richmond Beach Community Association		Whitson		Brock		
Salmon Recovery Council	Every other month, 3rd Thursday	Bogen	Whitson	Bogen	Brock	
Sno Co Department of Emergency Management	Quarterly	DeDonker		DeDonker		
Snohomish County 911 Small City Caucus Rep.	Once per year	DeDonker		DeDonker		
Alliance for Housing Affordability	Quarterly - before one of the SCT meetings on a fourth Wednesday (January, April, July, October)	DeDonker		DeDonker	Brock/Thakur	
Snohomish County Housing Affordability Task Force (HART)	only two meetings in 2020 - april & september	Bogen	DeDonker	Bogen	DeDonker	
Snohomish County Cities and Towns	Third Thursday of each month	Whitson	Quinn	All Council Members	Thakur	All Council Members
Conservation Futures Board - appointed through SCC organization		Quinn		Quinn		
Snohomish County Policy Advisory Board - appointed through SCC organization		Mitchell		Mitchell		
Snohomish County Technical Advisory Committee		none for 2021				
Snohomish County Tomorrow	Fourth Wednesday of each month, 6 to 8 pm	Quinn	Bogen	DeDonker	Bogen	
Snohomish Health District	n/a	City of Lynnwood Councilmember			City of Lynnwood Councilmember	
Solid Waste Advisory Committee	2nd Wednesday of each month	None				
South County Mayors	First Wednesday of each month	Quinn			Quinn	
State Audits of Town	n/a	Quinn		All Council Members		All Council Members
Washington Cities Insurance Authority (WCIA)	n/a	Napolitano	Mitchell		Napolitano	Mitchell

**INTERLOCAL AGREEMENT
TOWN OF WOODWAY AND OLYMPIC VIEW WATER AND SEWER DISTRICT
TWIN MAPLES 2020 STORMWATER AND WATER MAIN REPLACEMENT**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the Town of Woodway, Washington (the “Town”) and Olympic View Water and Sewer District (the “District”) (collectively, the “Parties”) as of the date entered below.

WHEREAS, Chapter 39.34 RCW authorizes two or more political subdivisions or units of local government of the State of Washington to cooperate on a basis of mutual advantage to provide for services and facilities;

WHEREAS, the District is undertaking a capital improvement project known as the Twin Maples 2020 Water Main Replacement Project (the “Project”);

WHEREAS, the District plans to replace in present alignment or by parallel construction (hereafter “replacement”) certain water utilities within the project limits of the Project as depicted in Exhibit A;

WHEREAS, the Town owns and operates storm utilities located within the project limits of the Project that are in need of replacement;

WHEREAS, integrating the stormwater utilities work needed by the Town into the Project would be more expedient, less expensive, and less disruptive to the public than undertaking this work separately;

WHEREAS, the Parties mutually desire to establish a formal arrangement under which the Town will pay the District in exchange for the District incorporating the Town’s stormwater utility work into the Project;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of defining their respective rights, obligations, costs and liabilities regarding this undertaking;

WHEREAS, the Town Council of the Town of Woodway has taken appropriate action to approve the Town’s entry into this Agreement;

WHEREAS, the Board of Commissioners of the District has taken appropriate action to approve the District’s entry into this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the Town and the District agree as follows:

TERMS

Section 1. Purpose. The purpose of this Agreement is to establish a formal arrangement under which the Town will pay the District to incorporate the stormwater utilities replacement work into the Project contract documents and to construct said replacement work in conjunction with the District's construction of the Project. The terms, conditions and covenants of this Agreement shall accordingly be interpreted to advance this purpose. This Agreement further seeks to allocate and define the Parties' respective rights, obligations, costs, and liabilities concerning the establishment, operation and maintenance of this undertaking.

Section 2. Term. This Agreement shall be effective upon its execution by the Parties hereto. Unless terminated in accordance with Section 3, this Agreement shall remain effective until the sooner of the following events: (a) the Town's written acceptance of and payment for all stormwater utilities work provided in accordance with the contract to the Town pursuant to this Agreement, or (b) December 31, ~~2021~~ 2022 when it shall expire automatically. The Parties may at their option renew this Agreement for a mutually agreed upon term by a writing signed by both Parties.

Section 3. Termination. Either Party may terminate this Agreement with or without cause by providing the other Party with thirty (30) days' written notice of its intent to terminate. Termination or expiration shall not alter the Town's payment obligations under Section 6 for services already rendered and costs expended on behalf of the Town, as well as for the normal and reasonable costs incurred by the contractor in terminating and closing out the Town's portion of the work and shall not alter the Parties' respective obligations under Section 10 of this Agreement.

Section 4. Obligations of the Town. The Town agrees to:

- A. Provide periodic payments to the District as set forth in section 6 below to reimburse the District for its outside costs of constructing the Town's stormwater utilities replacement work pursuant to Section 6 of this Agreement, and as follows:
 1. Engineering/Design. The Town shall reimburse the District for 100% of the District's outside costs for engineering/design to incorporate the design prepared by the Town's engineering consultant for the Town's stormwater utilities replacement work into the construction plans, specifications, and contract documents for the Project. The Town's share is estimated to be \$2,500.00 which is five percent (5%) of total engineering design costs, with the total actual cost to the Town for this work not to exceed \$5,000.00 without prior approval by Town of adopted change order, which approval shall not be unreasonably withheld.
 2. Construction. The Town shall reimburse the District for 100% of the District's actual outside costs for construction of the Town's stormwater utilities work based upon the contractor's bid, the actual quantities of materials installed, and the final actual costs of construction as follows:

- a. The Town stormwater utilities portion of the Project consists of bioretention retrofit work that includes the installation of two (2) raingardens, one (1) concrete drainage structure and associated storm drainage piping.
 3. Construction Engineering and Management. The Town shall reimburse the District for the Town's prorated share of the District's actual outside costs for construction engineering and management of the Project. The Town's prorated share of the construction engineering and management costs shall be computed by multiplying the District's actual outside costs for construction engineering and management times the percentage of the construction contract costs that the Town's utilities work is of the total construction contract costs for the Project. The Town share shall be \$2,035.00 (5%) of the construction engineering and management, not to exceed \$ 5,000.00 without prior approval by adopted change order, which approval shall not be unreasonably withheld.
 4. Administrative Costs. In addition to the above referenced costs, \$2,500 shall be added and billed to the Town for overhead costs for accounting, billing, and administrative services of the District.
 5. Change Orders. The Parties acknowledge that unforeseen circumstances may arise that necessitate change orders. The Town expressly authorizes the District to proceed with change orders not exceeding ten percent (10%) of the contracted amount without prior authorization. Any amount in excess of ten percent (10%) requires prior written authorization by the Town, which shall not be unreasonably withheld.
- B. Respond promptly to information requests submitted by the District or its agents regarding the stormwater utilities replacement work.
1. Design and Specification Approval. The Town shall review and provide written approval of any design and/or specification materials for the Project within 10 calendar days of delivery to the Town by the District.
- C. Upon satisfactory completion of the Town's stormwater utilities replacement work, the Town will provide written acceptance of the work to the District. Following project acceptance, the Town shall save, hold harmless and indemnify the District, its employees, officers and elected officials from and against any and all design and/or construction defects or workmanship. The Town's sole remedy shall be against the Contractor(s).

Section 5. Obligations of the District. The District agrees to:

- A. Incorporate the Town's engineering design, plans and specifications and stormwater utilities replacement work into the District's construction plans, specifications and contract documents for the Project.

- B. Assume responsibility for constructing the Town's stormwater utilities replacement work in accordance with the plans, specifications, and contract documents, including but not limited to securing all necessary consultants, contractors, and subcontractors. All construction contracts shall be procured through a formal competitive bidding process consistent with applicable State law for public works contracts for water/sewer special purpose districts and cities.
- C. Submit to the Town written invoices for payment in accordance with Section 6. Include copies of invoices or other documentation from consultants and/or contractors clearly indicating the Town's portion of the invoices.
- D. Assume lead agency status and responsibility for applying for and obtaining any and all regulatory permits necessary to complete the Project, including but not limited to right-of-way, SEPA and NEPA permits.
- E. Provide Town personnel reasonable access to the Project's construction area for purposes of inspecting and monitoring the progress of the work performed on the Town's stormwater utilities replacement work.
- F. Respond promptly to information requests submitted by the Town or its agents regarding the Project.
- G. Upon final acceptance by the Town, the District shall assign any warranty for the work performed on the Town's stormwater utility infrastructure to the Town.

Section 6. Payment Schedule. The Parties agree to the following billing and payment schedule:

- A. The actual costs incurred by the District to incorporate the design prepared by the Town's engineering consultant for the Town's stormwater utilities replacement work into the construction plans, specifications and contract documents for the Project has been estimated to be \$ 50,000.00. The Town shall tender payment to the District in the form of a check, money order or other certified funds, for actual costs incurred, for work approved by Town, which approval shall not be unreasonably withheld within 30 days after the invoice is submitted to the Town.
- B. For construction contract costs and for construction engineering and management costs incurred by the District for the Town's utilities work on the Project, the District shall within thirty (30) days submit an invoice to the Town for the Town's share of said expenses for the Town's utilities work. Said invoice shall contain a reasonably detailed explanation of the methodology utilized by the District in determining the Town's share of each expense. To the extent reasonably possible, the District shall document and tabulate separately the actual quantities of work installed to clearly identify the Town's portion of the Project construction costs for the Town's utilities work.

- C. Within thirty (30) days of receiving any invoice pursuant to subsection 6.B, the Town shall tender payment to the District in the form of a check, money order or other certified funds for the invoiced amount for work approved by the Town, which approval shall not be unreasonably withheld.
- D. In the event that the Parties disagree regarding the Town's share of any expense incurred by the District regarding the Project, the Parties may agree to submit the question for resolution by a mediator and in the event the disagreement cannot be resolved through mediation, through binding arbitration pursuant to the Rules of the American Arbitration Association.

Section 7. Town Reserves Right to Accomplish Work. If the contractor's bid for construction for the Town's stormwater utilities replacement work is unacceptable to the Town for any reason, the Town reserves the right to perform the Town's stormwater utilities replacement work through means separate from the District's construction contract, PROVIDED that by so doing, the Town's work does not in any way delay, disrupt or otherwise negatively impact the District's contract work for the Project or increase the costs to the District, therefore. If the Town's accomplishment of its utilities work separately does delay, disrupt, or otherwise negatively impact the District's contract work for the Project or increase the cost to the District therefore, the Town shall reimburse the District for all such increased costs incurred by the District.

Section 8. Ownership and Disposition of Property. The Town's stormwater utilities replacement work done pursuant to this Agreement shall become and remain the exclusive property of the Town upon completion. All other work constructed under the Project shall become and remain the exclusive property of the District upon completion.

Section 9. Administration; No Separate Entity Created. The General Manager for the District shall serve as the administrator of this Agreement. No separate legal entity is formed by this Agreement.

Section 10. Insurance. For the duration of this Agreement, each Party shall maintain the same coverage and amounts of insurance that it currently has. If either Party should make changes that decrease the coverage or amounts, that Party shall notify the other in writing at least 30 days before the effective date of the change.

Section 11. Release, Indemnification and Hold Harmless Agreement. Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives, contractors, or subcontractors, to the fullest extent required by the laws of the State of Washington. Except as otherwise specifically provided herein, each Party agrees to protect, indemnify and save the other Party harmless from and against any and all such liability for injury or damage to the other Party or the other Party's property, and also from and against all claims, demands and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of work performed under the terms hereof, caused by its own fault or that of its agents, employees, representatives, contractors or subcontractors.

The District specifically promises to indemnify the Town against claims or suits brought under Title 51 RCW by its own employees, contractors, or subcontractors, and waives any immunity that the District may have under that title with respect to, but only to, the limited extent necessary to indemnify the Town.

Section 12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in Snohomish County Superior Court.

Section 13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Town and any employee, agent, representative or contractor of the District, or between the District and any employee, agent, representative or contractor of the Town.

Section 14. No Third-Party Rights. This Agreement is intended for the sole and exclusive benefit of the Parties hereto and no third-party rights are created by this Agreement.

Section 15. Notices. Notices to the District shall be sent to the following address:

**Olympic View Water and Sewer District
General Manager
8128 228th St SW
Edmonds, WA 98026**

Notices to the Town shall be sent to the following address:

**Town of Woodway
Town Administrator
23920 113th Place W
Woodway, WA 98020**

Section 16. Duty to File Agreement with County Auditor. The District shall, after this Agreement is executed by both Parties, file this Agreement with the Snohomish County Auditor.

Section 17. Integration. This document constitutes the entire embodiment of the Agreement between the Parties and, unless modified in writing by an amendment to this Interlocal Agreement signed by the Parties hereto, shall be implemented as described above.

Section 18. Non-Waiver. Waiver by any Party of any of the provisions contained within this Agreement, including but not limited to any performance deadline, shall not be construed as a waiver of any other provision.

OLYMPIC VIEW WATER & SEWER DISTRICT

By: _____
Dave Barnes, General Manager

Date: _____

TOWN OF WOODWAY

By: _____
Michael S. Quinn, Mayor

Date: _____

ATTEST:

Heidi Napolitano, Town Clerk

APPROVED AS TO FORM:

Greg Rubstello, Town Attorney