

Chapter 237: MASS GATHERINGS

§ 237-1 Notification of Fire Marshal required; inspections.

All persons and organizations conducting or making facilities available for events as defined herein shall notify the Fire Marshal, in writing, of the time and place of the event at least five days prior to the date on which the event is to be held. The Fire Marshal may inspect the premises at which the event is to be held for compliance with firesafety laws prior to the event. Inspection is to be made for all firesafety features, including but not limited to exits, exitways, exit and emergency lights, interior finishes, capacity and temporary appliances such as lights and loudspeakers.

§ 237-2 Definition of "event."

As used herein, "events" are public assemblies including but not limited to dances, fairs, craft shows, auctions, plays, concerts and sporting events at which 50 or more people are expected to attend, not including, however, regular meetings of organizations open to members only.

§ 237-3 Applicability.

~~This chapter shall apply to indoor or outdoor facilities used for such events, including but not limited to schools, colleges, churches and facilities of fraternal organizations.~~

This chapter shall apply to indoor or outdoor facilities used for such events, including but not limited to schools and colleges. Indoor events at churches and facilities of fraternal organizations shall be exempt from this part of the ordinance.

§ 237-4 Assignment of fire fighters to event.

Nothing in this chapter shall prevent the assignment of fire fighters for duty at an event at the expense of the person or organization sponsoring the event.

§ 237-5 Penalties for offenses. [1]

Any person who violates any provision of this chapter shall be fined not more than \$100. Each day on which an event is held without notification to the Fire Marshal as required by this chapter shall be deemed a separate offense.

[1]:

Editor's Note: Added at time of adoption of Code (see Ch. 1, General Provisions, Art. I).



**LETTER OF COMMITMENT
CT Solar Challenge™
East Hampton, CT**

January 30, 2015

Dear Town of East Hampton,

We are happy to welcome you as a participant in the CT Solar Challenge™ (the Program), and look forward to working with you to encourage the adoption of solar energy.

By signing this Letter of Commitment, the Town of East Hampton (the Town) agrees to the terms, responsibilities and schedule described in Attachment A: Responsibilities for CT Solar Challenge™ Parties, Attachment B: CT Solar Challenge™ Schedule, and Attachment C: Pricing. A summary of the program follows.

The Town agrees to participate in the CT Solar Challenge™ and will actively promote the Program to its residents by using multiple forms of communication. The CT Solar Challenge™ will provide marketing material to the Town for distribution during the 6 month period commencing on the date of the first works shop.

The Town will provide a person or persons to act as the liaison and primary contact between the CT Solar Challenge™ and the Town.

The Town will provide meeting space, and will encourage attendance at solar workshops.

The Town will attempt to set a fixed permitting fee of \$100 for all residential systems installed under this program.

The Town shall not promote or endorse any program of a similar nature during the term of this agreement.

Solar Installer will offer East Hampton residents and business owners a price per Watt in a Tiered Pricing Structure. This price is for new residential or commercial Solar Photovoltaic systems installed in East Hampton. Contracts for these systems must be signed within the twelve (12) month period commencing on the date of the Launch Workshop the contract period.

Solar Installer will provide a Solar Photovoltaic System to the Town, at no charge. The size of the system will be 1 kW for every 100 pts earned, based upon 3pts per solarized home during the contract period.

All applications for permitting, rebates and utility interconnection will be the responsibility of Solar Installer. Rebate amounts are determined by Green Bank, and may change during the Program period.

Term

This Letter of Commitment shall take effect on the date the document is signed, and shall remain in effect for the duration of the program.

Termination

The Town's participation in the program may be terminated by the CT Solar Challenge™ with thirty (30) days written notice if the Town is in material breach of any term in this or the attached documents and such breach is not cured within the thirty (30) day period. The Town may terminate this Agreement in thirty (30) days written notice.

Compliance with Law

CT Solar Challenge™ & Solar Installer agree to comply with all applicable Federal and State rules and regulations.

Limitation of Liability

Neither Party shall be liable to the other Party for indirect, incidental, punitive, special or consequential damages arising out of this Letter, even if the Party has been informed of the possibility of such damages, including but not limited to, loss of revenues or profits, failure to realize expected savings, loss of business opportunity or data, or any similar losses. However, this limitation shall not apply to damages of any kind related to criminal, intentional, reckless or grossly negligent omissions or conduct on the part of either Party.

Except as to indemnification obligations under this Section, the total liability of the Parties, their parents, subsidiaries, affiliates, officers, agents or employees for all claims of any kind arising from this Letter, whether in contract, tort, or otherwise, shall be limited to the value of the Town's earned photovoltaic system under this Letter.

Waivers

Covenants, duties, conditions and obligations contained in this Letter may be waived only by written agreement between the parties. Indulgence or forbearance in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

Counterparts

This Letter may be executed in two or more counterparts, and be different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute on and the same instrument.

Amendments, Entire Agreement, and Attachments

All conditions, covenants, duties and obligations contained in this Letter may be amended only through a written amendment signed by the Town, the CT Solar Challenge™, and Solar Installer Energy. The Parties agree and understand that this Letter and attachments supersede all other verbal and written agreements and negotiations by the parties regarding the Program.

If you accept these terms and conditions, please sign and return one original copy of this letter to:

CT Solar Challenge™
1 Research Drive
Suite 2
Branford, CT 06405
ATTN: Maggie Treichel, Director

We look forward to working with you!

Sincerely,

Maggie M. Treichel
Director

Accepted and Agreed

The Town of East Hampton

By (signature): _____

Name (print): _____

Title: _____

Date: _____

Accepted and Agreed

Selected Solar Installer

By (signature): _____

Name (print): _____

Title: _____

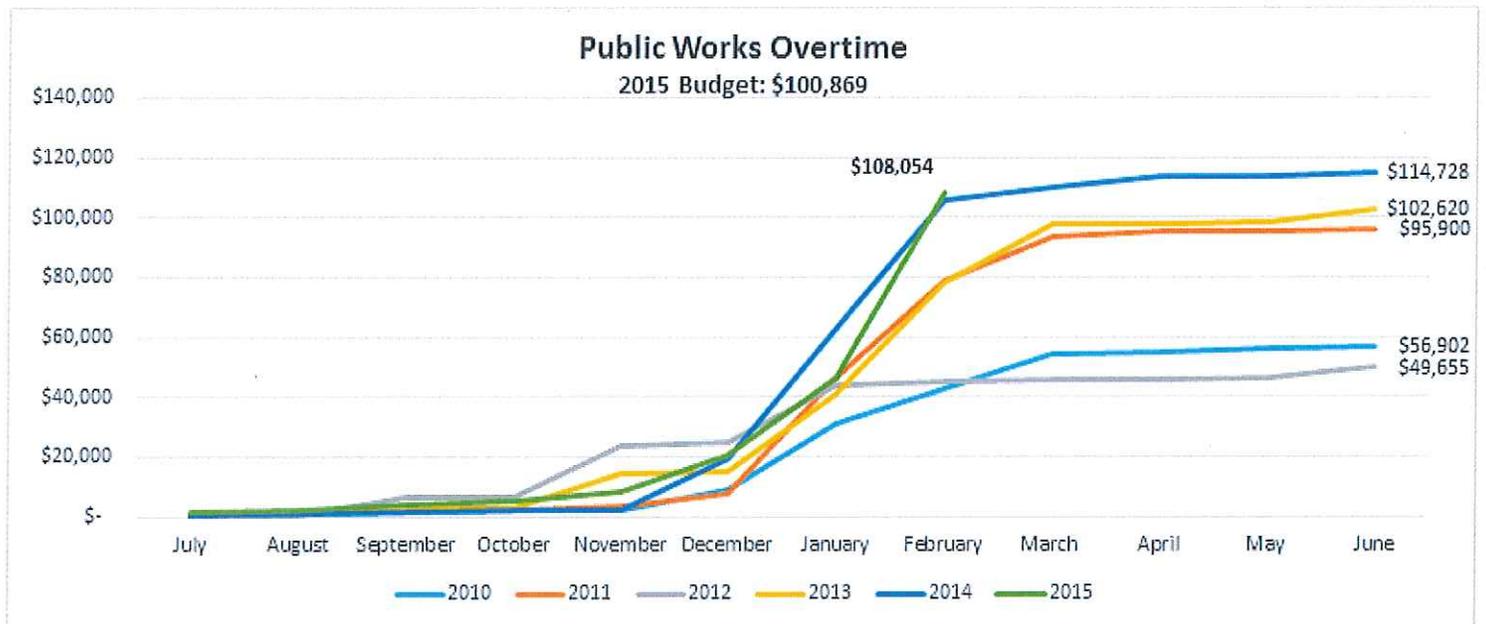
Date: _____

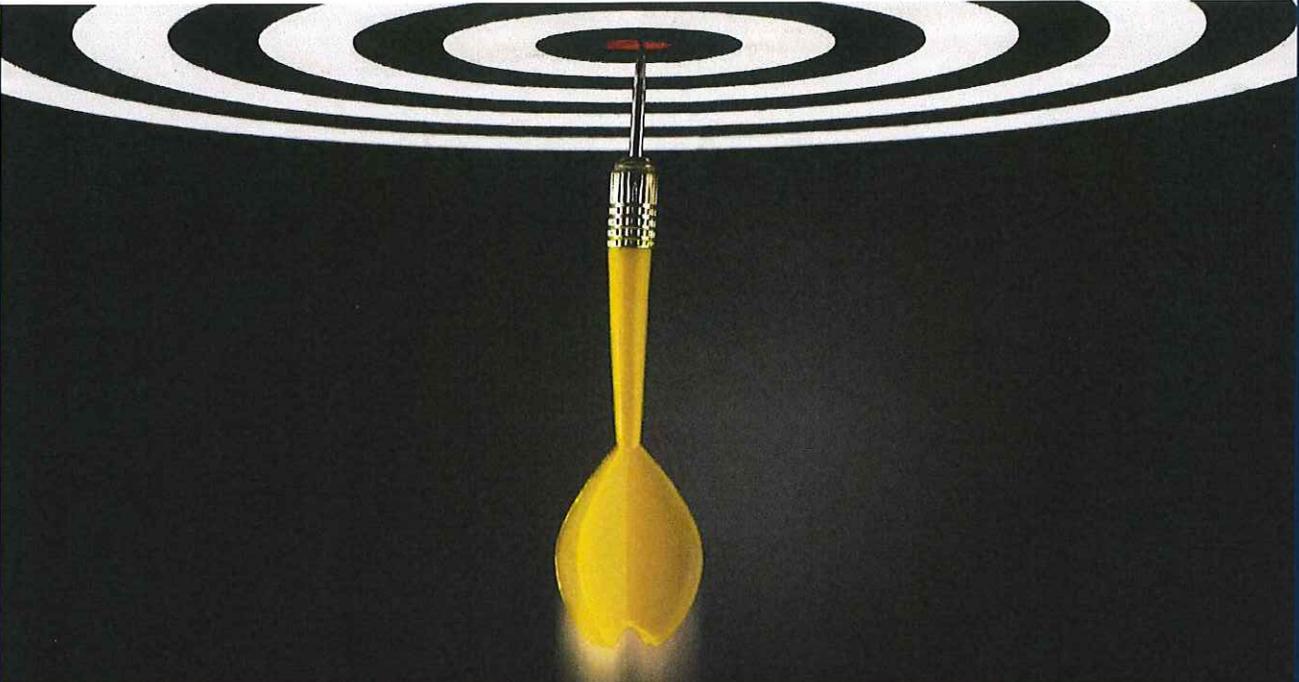


**ATTACHMENT B:
CT Solar Challenge™ Schedule
East Hampton, CT**

	Town of East Hampton signs Letter of Commitment
	Town chooses person(s) to be Liaison.
	Liaison begins developing list of potential volunteers.
2 weeks:	Set date and location of Launch Workshop.
	Town provides names of newspapers & publications to receive press releases and announcements.
	Town provides contact person for email lists that may be used for outreach.
	Town provides a list of local organizations and clubs (with contact info) to receive information, be approached for volunteers, and sponsor workshops.
	Town provides CTSC with locations where program information and signage may be posted.
4 - 6 weeks:	<p>Program is announced :</p> <ul style="list-style-type: none"> - Date and location of Launch Workshop & second Workshop are announced via press releases, email blasts, direct mail, etc. - CTSC website is announced and is available for people to sign up for site visits online. - Program information and signage posted throughout community. - Program information, logos and links posted on town website.
	- CTSC and volunteers take phone calls. (CTSC provides scripts and FAQs for volunteers).
6 - 8 weeks	Program kicks off at Launch Workshop. The date of Launch begins the 6-month period during which residents and business owners can sign contracts for solar installations.
10 -12 weeks	Second workshop is held.

	Any contract for a new solar installation (on a residential or commercial property in East Hampton) that is signed with C TEC during the 12-month contract period will count toward increasing the size of the Town's earned system, regardless of whether or not the lead came from the CTSC program.
	Open house events.
	Progress is posted bi-weekly on Town website and outdoor "thermometer", from data supplied to Town by CTSC.
	Town will actively promote program throughout this six (6) month Challenge period.
	Additional workshops are offered on an as-needed basis.
	Last day to sign contracts for solar installations is 12 months from Launch Workshop date.
12 Months or Sooner	All resident system installations completed.
	System size earned by town is calculated and designed based on total installed kW.
	Installation of town system at selected site. Inspections and commissioning performed on new system.





Facility Priority List

- **PRIORITY PROJECTS:**

1. **Police Station**
2. **Town Hall**
3. **Fire Station Company #2**
4. **Center School**
5. **Fire Station Company #1 (renovation)**

RESOLUTION
The East Hampton Police Department Building Committee

WHEREAS: between the years 2005-2008, the Town of East Hampton conducted a major review of its Towns' Facilities, contracting with Friar Associates to lead this review;

WHEREAS: The Friar Report found that the Police Department Facility was lacking space and was in disrepair, impacting the efficiency and effectiveness of the services and safety delivered to the residents of East Hampton;

WHEREAS: minimal work has been done since 2008 to substantially change or enhance the Town's Police Facility;

WHEREAS: Eversource (formerly Connecticut Light and Power), located immediately behind the Town Hall/ Police Facility, has conducted a major expansion in East Hampton, causing additional parking and storage issues for the Town and Police Department;

WHEREAS: The Town Council of East Hampton commissioned a Building Evaluation Committee to review the Friar Report, review current condition of all Facilities and present their findings and recommendations to the Town Council. ~~report recommendations;~~

~~WHEREAS: The Facilities Evaluation Committee has presented its findings and recommendations to the Town Council and found the Police Department to be of a highest priority for a new facility;~~

~~WHEREAS: The Town Council accepts and understands the above mentioned recommendations;~~

NOW THEREFORE BE IT RESOLVED; the Town Council creates the East Hampton Police Department Building Committee with seven (7) total members whose charge shall be to design, build and/or renovate a Police Facility.

Membership shall be appointed by the Town Council with a term that will terminate at the completion of the project. The committee, made up of (7) members of the community, shall represent those who demonstrate knowledge of building, design, architecture, engineering and other related fields that will aid in the development and completion of a Police Facility.

Ex officio members of the committee will include the Town Manager, or his designee; the Chief of Police, or his designee; and a member of the East Hampton Police Union. (possibly add Finance Director)
 The Town Manager will budget for and provide staff to take notes and record minutes of meetings.

More specifically, the committee's charge shall be in two phases: ~~is charged with the selection of a site; the request for funding for the pre referendum design of a police facility; the selection of an architect; the development of specific plans and conceptual drawings; the provision of factual information for voters and; will provide a recommendation for funding to the Town Council for new construction, a renovation project or a lease agreement. When If funding is approved, the Committee is charged with the selection of a construction company and construction manager or clerk of the works.~~

~~FURTHERMORE BE IT RESOLVED, The Town Council has created the East Hampton Police Department Building Committee with the express intent to:~~

~~Phase I – Design and bring to referendum a recommended Police Facility~~

- ~~1. To determine and develop specific special and programming requirements for the Police Facility.~~
- ~~2. To request funding for the services of an Architect to assist in the pre-referendum design, including specific plans and conceptual drawings for the following options: new construction and/or a renovation project.~~
- ~~3. The Committee will review possible funding opportunities with the assistance and guidance of the Town's Finance Director.~~
- ~~4. The Committee shall make recommendations for funding and action steps to the Town Council for new construction, a renovation project or a lease agreement.~~
- ~~5. To provide renderings and information to the public of their chosen Police Facility to include size, cost and other important attributes necessary for a referendum.~~

~~Phase II – Upon successful passage at referendum the East Hampton Police Department Building Committee will be charged with~~

- ~~1. Selecting a contractor, construction manager or Clerk of the Works~~
- ~~2. Managing the project budget~~
- ~~3. Reporting no less than bi-monthly to the Town Council on progress~~
- ~~4. Turning the facility, once complete over to the Town of East Hampton.~~

- ~~1. Request funds for design~~
- ~~2. Select an architect~~
- ~~3. Review possible funding opportunities~~
- ~~4. Develop and design a Police Facility~~
- ~~5. Provide renderings and information to the public of the new Police Facility to include size, cost and other important attributes~~
- ~~6. Provide a recommendation for funding and action steps to the Town Council~~

~~When if funding is approved, based on a favorable vote by the taxpayers, the East Hampton Police Department Building Committee is further charged to:~~

- ~~1. Select a site~~
- ~~2. Select a contractor, construction manager or Clerk of the Works~~
- ~~3. Manage the project budget;~~
- ~~4. Report no less than bi-monthly to the Town Council on progress;~~
- ~~5. And turn the new facility, once complete, over to the Town of East Hampton.~~

~~If referendum fails the first time or funding is not approved, the first time, the Committee has the authority to: the Town Council may by majority vote of the Council, extend the Committee charge to authorize them to:~~

- ~~1. Request additional funds for a redesign~~
- ~~2. Develop and design a different Police Facility~~
- ~~3. Provide renderings and information to the public of the new Police Facility to include size, cost and other important attributes.~~



AGENDA
ITEM # 10b

Office of PUBLIC WORKS
PHILIP SISSICK, CLT
psissick@easthamptonct.gov

MEMO

TO: Michael Maniscalco, Town Manager

FROM: Philip Sissick, Director of Public Works

DATE: 3/2/2015

RE: Road Reconstruction

As per our conversation, please find attached to this memo, a preliminary list of roads for review. These roads serve the majority of the population in the Town of East Hampton and provide a connection to the State Highways. Providing well-constructed roads between State Highways allows for safer public travel and a priority route for the Department of Public Works during emergency operations. Additionally, these roads bridge the gap between recently paved roads.

As you are aware the majority of the roads in Town were paved as a progression from gravel roads to what we have in the current state. As such, these roads were overlaid with bituminous asphalt over a poor road base which lacks the drainage infrastructure to convey water appropriately. A consequence of the poor drainage is the substantial frost heaves we have experienced this winter on our local roads. My suggestion is to take a comprehensive approach to the next phase of road rehabilitation, including green infrastructure to improve the quality of the water entering Lake Pocotopaug as well as the Salmon River Watershed.

My further recommendation is to allow for full reconstruction of these roads and establish project scope, realistic design, construction and inspection estimates including industry accepted contingency funds. While reconstruction is substantially more costly than repaving over existing conditions, the value realized when weighted over road longevity versus cost provides a road which endures over a greater timeframe.

Drop in Location:

One Public Works Drive
East Hampton, CT 06424

Road Name	From	To	Treatment
Spellman's Point Road	Lake Dr.	Bay Rd.	Full Depth Reclaim
Collie Brook Road	Wopowog Road	Tartia Rd.	Full Depth Reclaim
Crescent Street	Barton Hill Road	End	Overlay
Lake Blvd.	Woodland St.	N. Main St.	Overlay
Ellis Rd.	Barbara Ave.	End	Overlay
Bellevue St.	Barbara Ave.	Lake Blvd.	Overlay
Bobby's Rd.	N. Main St.	End	Overlay
Barbara Ave.	N. Main St.	Ellis Rd.	Overlay
Myrtle Rd.	Barbara Ave.	End	Overlay
Woodland St.	Barbara Ave.	End	Overlay
Keighley Pond Rd.	Rte. 151	Rte 66	Overlay
Depot Hill Rd.	Rte. 66	Gadpouch Rd.	Overlay
TOTAL			
Barton Hill	Rte.66	Rte. 196	Reconstruction
Oak Knoll	Barton Hill	Barton Hill	Reconstruction
Lake Drive	Clark	Mott Hill	Reconstruction
Lake Drive	White Birch	Lake Road	Reconstruction
Staeth	Lake Drive	Rte. 66	Reconstruction
N. Main Street	Clark Hill	Rte. 66	Reconstruction
Main Street	Rte.66	Rte 196	Reconstruction
Mott Hill Rd	Brewer	Lake Drive	Reconstruction



AGENDA
ITEM # 14

Office of the COLLECTOR OF REVENUE
NANCY HASSELMAN, CCMC
nhasselman@easthamptonct.gov

March 6, 2015

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$1,334.26.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

0.00	*
737.04	+
198.00	+
41.27	+
308.04	+
3.00	+
46.91	+
1,334.26	*