



TOWN OF EAST HAMPTON

**Public Works Department
20 East High Street
East Hampton, Connecticut 06424
(860) 267-4747**

AGENDA
ITEM # 6a

Date: 9/29/14

Subject: Long Crossing Culvert Repairs

Department: Public Works

Background

At the request of the Town, Anchor Engineering prepared a bid package and solicited contractors through the CT DAS website for the purpose of repairing the Long Crossing Culvert at the point of crossing Pine Brook. NJR Construction LLC, submitted a base bid of \$104,000.00. Anchor Engineering estimates on call engineer Inspection, construction oversight and associated administration - \$17,000.00. Total anticipated cost of the project is \$121,000.00.

Recommended Motion

Resolved that the Finance Director be authorized to purchase from NJR Construction; materials and labor for repair and related work to the Long Crossing Culvert and from Anchor Engineering; on call engineering, inspection, construction oversight and administration.

Alternative Actions

Take no action, redesign, rebid

Fiscal Impact

The cost of the project is: \$121,000.00 plus work required as dictated by existing conditions.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, Sandra Wieleba, Town Clerk, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by Town of East Hampton
(Name of the Applicant)

at a meeting of its Town Council
(Governing Body)

duly convened on October 14, 2014 and which has not been rescinded or modified in
(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date) (Signature and Title of Official)

SEAL

WHEREAS, pursuant to CGS Section 4-66g

(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the Town of East Hampton make an application to the State for
(Applicant)

\$ 500,000 in order to undertake the Phase II of the Watrous Street Redevelopment Project
(Name and Phase of Project)

and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE

Town Council

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by CGS Section 4-66g
(State Statutory Reference)
2. That the filing of an application for State financial assistance by Town of East Hampton
(Applicant)

in an amount not to exceed \$ 500,000 is hereby approved and that

Michael Maniscalco, Town Manager

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

Town of East Hampton

(Name of Applicant)

3. That it adopts or has adopted as its policy to support the following nondiscrimination agreements and warranties provided in subsection (a)(1) of Connecticut General Statutes sections 4a-60 and 4a-60a, respectively, as amended by Public Acts 07-142 and 07-245, and for which purposes the "contractor" is Town of East Hampton and "contract" is said Assistance Agreement:
(Name of Applicant)

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved.

The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation.



Northeast Utilities Service Company
Corporate Property Management
P.O. Box 270
Hartford, CT 06141-0270
(860) 665-5000
(860) 665-6933 (Fax)

October 8, 2014

Michael Maniscalco, MPA
Town Manger
Town of East Hampton
20 East High Street
East Hampton, CT 06424

RE: Town Hall Property
20 East High Street (Rte. 66)
East Hampton, CT 06424

Dear Mr. Maniscalco:

We understand the Town is undertaking an effort to relocate the Town Hall complex from its present location. CL&P as the abutter is interested in working with the Town to ensure the future use of the property enables CL&P to continue to operate our adjoining Service Center in the most efficient way. Following up our discussion please accept this letter as our offer to the Town to acquire the subject property. The terms and conditions of our offer are as follows:

Seller: Town of East Hampton, Connecticut

Buyer: The Connecticut Light & Power Company.

Property: 20 East High Street ("Property") which is comprised of ±0.9 acre parcel of land with the Town Hall municipal building containing approximately 12,332 square feet (including the finished basement) currently occupied exclusively by The Town of East Hampton.

Purchase Price: **\$1,000,000 ALL CASH (based upon independent appraisal)**

Deposit: **\$50,000** cash, to be held in escrow by Seller's counsel upon execution of the Contract. Upon expiration of the Due Diligence Period the Deposit will either; a) be applied to the purchase price, or b) shall be refunded to Buyer if Buyer elects to terminate.

Due Diligence

Period: Buyer will have a due diligence period of 30 business days following execution of the Contract. Said due diligence will include, but not be limited to, environmental and geotechnical testing of the land and buildings, an engineering review of the building, and such other inspections/issues as Buyer deems appropriate. Seller agrees to cooperate fully with Buyer and its counsel in supplying access to its files and professionals in this regard. If for any or no reason, Buyer is not satisfied in its sole discretion with the results of its due diligence, Buyer may terminate the Contract and receive an immediate refund of the Deposit.

Closing: December 1, 2014 provided:

- Marketable Title to the Property will be delivered free and clear of all liens and encumbrances.
- If Seller/Buyer need more time to close, the closing date may be extended for up to 30 days.

Lease Back: Buyer agrees to grant Seller (Tenant) a Lease to allow Seller to occupy the subject property while the Town transitions to a replacement Town Hall facility. The lease will run for a period of three (3) years from date of closing through 12/31/2017, and will provide Tenant with a 90 day prior written notice to terminate for convenience at any time during the term. Seller shall pay Buyer the following base rent during the term:

- Years 1-2: \$0.00 per annum (NNN). Tenant shall be responsible and pay for all operating, maintenance, repairs, replacements and taxes on the property during the lease period.
- Years 3: \$100,000 per annum (NNN) in equal monthly payments of \$8,333. Tenant shall be responsible and pay for all operating, maintenance, repairs, replacements and taxes on the property during the lease period.

Environmental: Seller agrees to perform and complete any necessary environmental cleanup of the property at Seller's expense, covering all existing environmental issues, such that Buyer is assured to receive a clean environmental report at Closing including all appropriate documentation of same.

Brokerage: None.

Note: As an alternative, CL&P owns a ±4.6 acre wooded parcel located on the northerly side of Forest Street in East Hampton, CT. If the Town prefers to obtain this parcel as an alternative CL&P will convey the Forest Street parcel to the Town, and pay \$750,000 in cash for the Town Hall property.

This Purchase Offer is non-binding, and is intended as an outline of the business terms and conditions which will be incorporated into a legally binding Contract to be negotiated between Purchaser and Seller within 45 days of acceptance of this offer.

To avoid protracted negotiations that will consume unnecessary time we believe this offer provides favorable terms for both parties. We are committed to working closely with you and the Town to insure a smooth and professional transfer of title to the subject property. Any issues that arise during the contract period will be resolved fairly, promptly and amicably.

Thank you for the opportunity to submit this offer, and we look forward to working with you to achieve a mutually successful transaction.

Very Truly Yours,



Salvatore Giuliano
Manager, Real Estate
Property Management



AGENDA
ITEM # 13

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

October 9, 2014

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 \$6,546.65.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

138.28	+
8.87	+
26.33	+
2,140.60	+
2,608.84	+
615.13	+
116.29	+
136.78	+
90.51	+
9.77	+
79.42	+
48.31	+
27.14	+
3.00	+
13.54	+
21.27	+
403.22	+
22.66	+
36.69	+
6,546.65	*