TOWN OF EAST HAMPTON
AGENDA REPORT

AGENDA ITEM: 6a

Item to be presented by: Carol Ann Tyler
Assessor

DATE: October 23, 2012

SUBJECT: **ASSESSOR PICTOMETRY FLYOVER AND SKETCH MATCH**

DEPARTMENT: Assessor

BACKGROUND

The information we are currently using is from the 2006/2007 Pictometry flyover. These aerial views are now linked to the corresponding property on our on- line Assessor Data Base. The new flyover will be 4 inch tiles; we are now using 6 inch tiles. These four inch tiles will be much clearer with more detail. The sketches on our Vision Computer Assisted Mass Appraisal (CAMA) system will be matched to the flyover to ensure that the information we currently use for assessment purposes is the most accurate information available. Any discrepancies will be inspected and corrected with the intent of perfecting the grand list.

In the past, Pictometry imagery has been used for court appeals, locating the information on the water tower that was considered dangerous, the Main Street parking lot problem, PA 490 farm assessment that was being used as a commercial property and outbuildings that were never documented.

Pictometry is the only U.S. vendor that has the patents to capture imagery with the unique capabilities that they have invented for providing accurate measurements in oblique images. Pictometry is the only oblique provider of imagery whose sensor calibration is certified by the USGS. This vendor falls within Section 4(b) of purchasing ordinance as a sole source supplier and is exempt from bidding.

RECOMMENDED ACTION

Move to award the contract for the above-mentioned project to Pictometry International Corporation for their contract in the amount of $21,399 for the aerial flyover and $5,858 for the sketch match with our CAMA system Vision Government Solutions.

ALTERNATIVE ACTIONS

Not to award the contract.

FISCAL IMPACT $27,257. $28,000 was authorized for this project as part of the 2012-2013 capital budget.

Pictometry's Sole Capability for Retrieving, Displaying and Measuring on Geo-referenced Oblique Images.

Pictometry holds several patents on oblique display and analysis software that cover many of the unique aspects Pictometry invented. These patents are divisionals or continuations from US Patent 7,424,133, "Method and Apparatus for Capturing, Geolocating and Measuring Oblique Images." This patent covers the ability to measure the distance, height, elevation, and area in a displayed oblique image. This patent was challenged at the United States Patent Office by a competitor and the claims directed to the ability to measure within the oblique image were upheld. Notable other patents and their respective claims include:

US Patent 7,787,659 – Use of tessellated ground plane information with an oblique image that allows for greater accuracy when using the single image direct projection method to convert from pixels to locations as well as for linear and area measurements.

US Patent 7,995,799 – The ability to make distance measurements along the surface of the earth following the terrain instead of a straight line that ignores changing terrain.

US Patent 8,068,643 – The ability to select a measurement mode (including distance, height, elevation, area, etcetera) from a list of tools while viewing an oblique image and using the associated metadata and tessellated ground plane information, obtaining the corresponding measurements directly from the imagery.

US Patent 8,204,341 – The ability to use a geographic location, whether manually input or from an address lookup, to search a database of oblique images, each with metadata and ground plane data, in order to retrieve the image that contains that location and display the image to the user for analysis.

These patents protect the unique capabilities that Pictometry has invented for providing accurate measurements in oblique images. Pictometry has not licensed any other image capture company to use these technologies with their products. As such, Pictometry is solely capable of providing the above features and capabilities.

Stephen L. Schultz
Chief Technology Officer
Pictometry International Corp.

Pictometry
Intelligent Images

August 13, 2012

Ms. Carol Ann Tyler
Assessor
Town of East Hampton, CT
20 East High Street
East Hampton, CT 06424

Dear Ms. Tyler: :

Pictometry International Corp. is the only U.S. vendor that has the appropriate patents covering aerial oblique image capture and processing and unique proprietary knowledge and trade secrets associated with that technology. In fact, Pictometry *created* the oblique industry market with its revolutionary and novel technology. We are the only company that we know of that captures oblique imagery from a penta-camera system and processes the imagery to maximize the perspective of the obliques.

Some aerial imagery providers have tried to produce "quasi-oblique" imagery (based on rectification of oblique aerial images); however their results do not approximate the quality, clarity and accuracy of Pictometry's oblique images. While taking a photograph at an angle isn't in itself ground breaking, creating intelligent images through our patented and proprietary methods is what distinguishes Pictometry's technology, and makes it one-of-a-kind. Simply put, no other aerial imagery provider in the U.S. or Canada has our unique patented proprietary capabilities, or the infrastructure, organization, industry and technical expertise and professionalism.

Pictometry has a family of patents out that bear the title: "*Method and Apparatus for Capturing, Geolocating and Measuring Oblique Images*". Consider the following:

- 1993 - Our proprietary international oblique aerial digital imagery capture process is protected by United States Patent No. 5,247,356 (filed 2/14/1992 and terminates 2/14/2012), and the copyright and trademark laws of the United States. Pictometry was issued this patent in 1993 for its novel methodology of capturing oblique imagery and assigning geographic coordinates to each pixel in the image. This patent was the first of its kind and is the basis upon which Pictometry has become the industry standard in oblique imagery. It is the basis upon which Piotometry can justify that its methodology and images are sole source qualified.
- 1999 - The tessellated ground plane that allows for more accurate measurements is technology that is protected by United States Patent No. 7,424,133B2 (filed 11/5/2003 and terminates 11/4/2023), and the copyright and trademark laws of the United States
- Pictometry has filed a patent application to cover its new real-time imaging system - - this capability will certainly prove invaluable in disasters where metric oblique images will be available to emergency personnel, potentially within seconds of the image being captured
- Pictometry has ten other patents pending for various aspects of data-capture and oblique image processing

Finally please note that Pictometry is the only oblique provider of imagery whose sensor (camera) calibration is certified by the USGS.

Respectfully Submitted,
Linda K. Salpini
Senior VP Finance

Pictometry International Corp.
100 Town Centre Drive, Suite A, Rochester, New York 14623–4260 / 888-771-9714 / 585-486-0093 / 585-486-0098
info@pictometry.com

Pictometry
Intelligent Images

PICTOMETRY INTERNATIONAL CORP.'S CAPABILITIES

Pictometry International Corp. is the sole source and distributor for its Electronic Field Study™ Information System Software (EFS) and Client Image Warehouses used by its clients. The Pictometric® images and software are proprietary products produced in accordance with and therefore protected by United States Patent Nos. 5,247,356 and 7,424,133B2, the copyright and trademark laws of the United States. The method of data capture is also unique to Pictometry International.

THE UNIQUENESS OF PICTOMETRY

Pictometry International, located in Rochester, NY, is the worldwide leader in oblique aerial imagery. Its imagery and software is currently utilized by over 800 counties, several states and a growing list of international countries. Pictometry has spent its history creating the first oblique information system in the U.S. The company's patented imaging process produce geo-referenced, high-resolution Oblique (at an angle, 3D-like view) and Ortho (straight down) Intelligent Images® of counties and states. With its 17 technical developments either patented or in the process of being patented, it is uniquely positioned to meet the imaging needs of_____.

PICTOMETRY'S UNIQUE PRODUCT OFFERINGS

- Pictometry utilizes the full-frame oblique image capture method because it offers a natural undistorted oblique perspective, as opposed to other methods that require rectification and the distortion of the images.
- Pictometry's patented methodology allows the full-frame true-perspective oblique image to be fully metric, allowing users to measure distances, heights, areas, locations, bearings, and more. It also allows for the overlay of geographic data such as vector data, point data, and links to other geo-referenced or geo-positioned data.
- Pictometry utilizes a proprietary camera system custom-designed for aerial applications. These benchmark cameras and lenses are not available on the market for any other company to use.
- Pictometry has created its own custom capture multi-camera system to meet its own stringent demands of high reliability and strong photogrammetric properties. The highly accurate digital camera calibration procedure calculates the internal geometry of the camera, which allows Pictometry to correct misalignments and minimize radial distortion. Our sensor provides high MTF and high mechanical stability to the images of our customers. *This calibration process was licensed to USGS in 2003 and has been adopted as the standard calibration procedure used for all professional digital airborne cameras.*
- Pictometry has the only USGS-certified oblique aerial capture system in America. The oblique cameras have been certified by the USGS as capable of providing quality, consistent image data to support civil government programs at the performance level specified in the USGS Sensor Type Certification Report. **As well, the high quality of our AccuPlus and AccuPlus Lite orthogonal and mosaic images meet and/or exceed the standards set to by the USGS and are eligible for USGS funding.** A copy of the certification documents can be obtained from the USGS.
- The system uses custom designed lenses that have extremely flat fields of view and that are optimized for collecting imagery during the narrow leaf-off windows in many states. **Pictometry has the only USGS-certified oblique aerial capture system in America. The oblique cameras have been certified by the USGS as capable of providing quality, consistent image data to support civil government programs at the performance level specified in the USGS Sensor Type Certification Report.**

AGENDA
ITEM # 6b

LAW OFFICES
SULLIVAN, SCHOEN, CAMPANE & CONNON, LLC
646 PROSPECT AVENUE
HARTFORD, CONNECTICUT 06105-4286
(860) 233-2141

FACSIMILE – HARTFORD
(860) 233-0516
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MARK J. SOMMARUGA
CATHERINE M. THOMPSON†

*Also admitted in Massachusetts & Rhode Island
†Of Counsel

October 4, 2012

Dr. Judith Golden
Superintendent of Schools
East Hampton Board of Education
94 Main Street
East Hampton, CT 06424

Re: Summary of Teachers' Tentative Agreement

Dear Dr. Golden:

As requested, this is a summary of the tentative agreement with the East Hampton Education Association which was made on September 19, 2012. The highlights of this agreement include the Association's acceptance of the HDHP-HSA as the only health insurance plan with a premium cost share of 8, 9, and 10% in exchange for the general wage increase of 2.5% per year plus increment (1.4%, 1.2% and 1.1 % for each of the three years respectively). The anticipated insurance savings with regard to the switch to the HDHP-HSA, when compared to the anticipated costs of the current plans are extraordinarily good. These savings are explained in the attached Direct Cost Impact statement.

Listed below please find the details of all negotiated changes to the collective bargaining agreement organized by the nature of the change (financial impact, substantive, practical and minor).

Changes with a Financial Impact

Article 10
Health insurance benefits. All teachers will be required to participate in the High Deductible Health Plan with HSA with a cost share of 8% for the first year of the contract, 9% in the second year and 10% in the third year. Dental insurance cost share shall be 12%.

Also deleted unnecessary language about managed health care, revised the section on FSAs to refer to federal minimums and maximums (rather than listing amounts that change over time), and deleted a reference to a previous collective bargaining agreement.

A side letter addresses situation if an employee is not eligible for a Health Savings Account because the employee is Medicare eligible. In such an unlikely event, the Board shall make available a Point of Service plan and meet with the Association to establish an appropriate cost share for such employee.

Article 14
Voluntary assignments, currently compensated at $33 per hour will increase by 2.5% each year ($33.82, $34.66, $35.53).

Article 19
Payment for substitute work shall now be made during the pay period in which it occurs rather than quarterly. Currently at $27 per class, the rate will increase 2.5% per year ($27.67, $28.36, $29.07)

Article 41
Open house compensation (for attending more than one) shall increase by 2.5% each year from the current amount of $18 per open house to $18.45, $18.91 and $19.38.

Article 42
Added a new section on **professional development preparation and presentation.** When such work is assigned, it shall be compensated at a rate of $40.00 per hour and limited to 1.5 hours of preparation for every 1 hour of presentation.

Appendix B
Stipend schedule revised to reflect a 2.5% per year increase and to delete two positions no longer in existence.

Appendix C
Salary schedule revised to reflect 2.5% increase per year

Substantive Changes

Article 8
Definition of "masters degree" for the purpose of placement on the salary schedule is narrowed to actual masters degrees and no longer includes completion of 30 credits beyond a baccalaureate degree. This new definition applies prospectively.

Article 14
Redefined the 187th work day from an individually directed day to one that is based upon the district's professional development and support plan; Deleted language which was no longer applicable as it was limited to prior years.

Article 26
Change the name of the section to **"parental" leave** and permit non-tenured teachers to request leave for up to one full school year following the birth of a child.

Article 31
Add a provision in the section regarding **determination of assignments** to ensure that reasonable efforts will be made to have teachers who are in the first or second year of teaching remain in their assignment for a minimum of two years, including giving preference to such teachers to remain in their assignment over those who have more seniority in order to maintain the continuity of the assignment.

Article 46
Duration will be 3 years, ending June 30, 2016.

Practical Revisions

Article 6
Salary payments will be made by **direct deposit** only; Language clarification regarding when the **first paycheck** of the year will be deposited.

Article 20
Cell phones shall be available for use by teachers at each school.

Article 27
Payment for teaching a 6th class shall be made over 22 pay periods.

Article 33
Notice of vacancies shall be posted on the district website

Article 34
Board policies shall be **posted on the district website** and teachers shall be responsible for reading them.

Article 34
The Board may send employees the notices and documents required under the agreement in an **electronic, paperless format**.

Article 37
Board agenda to be provided to the Association President 24 hours in advance.

Side letter regarding Association President revised so that such person shall not be assigned supervisory duties as well as non-teaching duties.

Minor Revisions and Clarifications

Article 7
Replaced the term "BEST" with "**TEAM**."

Article 11
Added the term "**bank**" to the list of approved deductions. Added the phrase "Connecticut Education Association" to the **definition of the term "Association."**

Article 18
His/**her**

Article 23
Delete reference to **186th day** that no longer applies.

Article 27
Clarify and improve the language of the conference leave section.

Appendices A through J have also been revised to reflect the above changes.

Very truly yours,
/s/
Susan L. Scott

Encl.

DIRECT COST IMPACT

2012 Tentative Agreement for the Successor Agreement between
EAST HAMPTON BOARD OF EDUCATION
and
EAST HAMPTON EDUCATION ASSOCIATION

The direct cost impact estimates the increased costs and/or (savings) to the Board in actual dollars due to the changes to the collective bargaining agreement. Total net cost is provided for each year of the contract in actual dollars and as a percentage of the prior year's salary account.

Compensation

2012-2013 Salary Account: $12,016,740.00

	2013-2014	2014-2015	2015-2016
Gen. Wage Increase	300,419.00	312,215.00	323,862.00
Step Increment	171,440.00	153,653.00	140,791.00
Stipends-Curriculum	1,962.00	2,011.00	2,061.00
Stipends- Extra-Curric	5,182.00	5,132.00	5,445.00
Substitute time	402.00	414.00	426.00
Hourly payments	272.00	279.00	286.00
TOTAL COST:	**479,676.00**	**473,704.00**	**472,871.00**

Health Insurance

Pursuant to the current collective bargaining agreement, teachers are provided with three health plans: the PPO (at 17% cost share), the HMO (at 12% cost share) and the HDHP-HSA (at 6% cost share). Only one third of the teachers who take health insurance use the HDHP-HSA. The health insurance premium for 2012-13 is $2,711,339.00 of which the cost to the Board is $2,366,547.00.

The tentative agreement requires all teachers to switch to the HDHP-HSA and pay a cost share of 8% in the first year of the contract, 9% in the second year and 10% in the third year. The Board pays no portion of the employees' deductibles. By making this change in health benefits, the projected cost to the Board for health insurance in the first year of the contract will stay almost the same as this year's premium (a mere $724.00 more). The real savings of the change in insurance benefits is realized by comparing the projected costs of the HDHP-HSA only plan with the projected cost of the current selection of plans. Even when the employee cost share of the current plans is increased by 1% each year (which makes the comparison more accurate, since the 1% increase per year is consistent with the current trend in collective bargaining and would have been the minimum achieved in bargaining changes to the current plan), the anticipated savings of the HDHP-HSA are significant, as shown in the table on the next page.

Using a cost trend of 12% and the utilization rate as of July 1, 2012[1], the projected insurance savings due to the changes in the health insurance benefit are as follows:

	2013-2014 Cost to Board	**2014-2015 Cost to Board**	**2015-2016 Cost to Board**
PPO at 17, 18, 19% cost share for the three years; HMO at 12, 13, 14% and HDHP-HSA at 6, 7, 8%	2,650,533.00	2,934,586.00	3,248,644.00
HDHP-HSA only at 8, 9, 10% cost share	2,367,271.00	2,622,525.00	2,904,951.00
SAVINGS DUE TO COST AVOIDANCE	**(283,262.00)**	**(312,061.00)**	**(343,693.00)**

TOTAL NET COSTS

	2013-2014	**2014-2015**	**2015-2016**
Total Net Cost of New Contract After Insurance Offsets	196,414.00	161,643.00	129,178.00
Total Net Cost as a % of salary account of previous year	1.63 %	1.29%	0.99%

Total net cost after insurance offsets for all three years of the contract = 3.91% or an average of 1.30% per year.

[1] Insurance data and cost projections provided by Ovation Benefits

AGENDA
ITEM # 8a

RESOLUTION OF TOWN COUNCIL

Item .

RESOLVED, that the Town Council recommends that the Town of East Hampton appropriate $200,080 from unassigned General Fund balance for costs associated with renovations to the East Hampton High School. The appropriation may be spent for architectural, engineering, project management, construction management, legal fees and administrative costs related to pre-referendum project costs, including without limitation the preparation of schematic drawings and outline specifications for the project. The Board of Education shall be authorized to apply to the Commissioner of Education for, and to accept or reject, State grants for the project. The East Hampton High School Building Committee shall be authorized to act as a school building committee for, and to carry out, the project.

FURTHER RESOLVED, that the Town Council hereby authorizes the Chairman of the Town Council to call a Special Town Meeting to be held on Thursday, November 1, 2012 at the East Hampton High School, in East Hampton, at 7:00 p.m., to act upon the foregoing recommendations.

East Hampton Public Schools
East Hampton, Connecticut

MEMO

Date: October 3, 2012

To: Mike Maniscalco

From: Kevin Reich

Subject: Financial Request for Building Committee

On Thursday, September 27, 2012, The Board of Finance voted to appropriate $200,080 from the fund balance for pre-referendum costs to fund architectural and consultant services as well as hire a construction manager to oversee the East Hampton High School Renovation Project. For your convenience, I have attached documents to support the Board of Finance's recommendations. Could this be placed on the Town Council's October 9, 2012 agenda?

If you have any questions, please contact me at 860-365-4000.

cc: Sharon Smith
Michele Barber
Jeff Jylkka
Matthew Walton
Judith A. Golden, Ph.D
Mark Laraia

East Hampton High School Renovation Project Pre-Referendum Budget Request		
Services	Fee	Services Rendered
Architectural Services	$61,5000 (Not to exceed)	The phase 1 scope of work for the East Hampton High School Project consists of a three-part process leading to a successful referendum. The design team will do the following: • Establish District Goals and Objectives • Evaluate the Existing School Facilities • Confirm Education Specifications and Space Program for the East Hampton High School • Investigate Multiple Development Scenarios
Environmental Construction Services	$5,800 (Not to exceed)	Eagle Environmental will provide a Pre-Renovation Hazardous Building Materials Inspection Report. The final report will provide an inventory of the identified hazardous building materials including location and quantity. The report will also include a cost estimate for abatement.
Legal Fees	$10,500	The fees are for legal expenses associated with development of contracts and contract negotiations with various vendors.
Project Management Services	$62,280 (Not to exceed)	Capitol Region Education Council (CREC) would provide pre-referendum services from project inception to an approved referendum. Services will include: • Management and coordination of all owner held contracts • Procurement of any other services required by the Building Committee including preparing RFQ/RFP process documentation • Coordinate and attend all project meetings with architect, construction manager, East Hampton High School or Board of Education staff • Review/consolidate all estimates and cost studies prepared by the project team • Review and analyze proposed designs to determine eligible, Ineligible and town's share of project • Attend Building Committee meetings • Assist the Building Committee with administration support
Construction Manager	$60,000	This individual will work closely with the Building Committee and with CREC (Project Management Services provider) to assist and monitor the the architectural firm doing the design phase prior to referendum.
Total	**$200,080**	

EAGLE
Environmental, Inc.

- Industrial Hygiene / IAQ
- Hazardous Building Materials
- Environmental Assessments
- Laboratory Services & Training

September 28, 2012

Mr. Kevin M. Reich
Assistant Superintendent of Schools
East Hampton Public Schools
94 Main Street
East Hampton, CT 06424

RE: Request for Proposal
Project #062512-HSAR
Environmental Consulting Services
Addition & Renovate-As-New at East Hampton High School
Eagle Proposal No. 12 - 225

Dear Mr. Reich:

It was nice talking to you this morning.

As requested, we have revised the Fee Proposal page of the Proposal dated July 2, 2012 changing the fee from "Lump Sum" to "Not-to-Exceed". The revised page is attached.

Please do not hesitate to contact us if you have any more questions. We look forward to the opportunity of working with the Town of East Hampton and East Hampton Public Schools on this project.

Sincerely,
Eagle Environmental, Inc

Ashis Roychowdhury
Executive Vice President

\\Eagle-server\PROPOSALS\Clients\E\East Hampton, Town of\2012\East Hampton HS - Revised Fee Proposal.doc

ATTACHMENT A

FEE SCHEDULE

FEE SCHEDULE:

PHASE ONE - FEES:

$ 5,800.00 NOT-TO-EXCEED

(Written Amount: Five Thousand Eight Hundred Dollars)*

* Includes analysis of up to one hundred thirty (130) PLM samples, five (5) PLM point-count and three (3) TEM-NOB asbestos samples, two (2) lead TCLP samples and the cost of retaining a roofer. Does not include inspection and cost of analyzing PCB "source" samples

$ 0.00 REIMBURSABLE EXPENSE (Not to Exceed)

(Written Amount: None)

Following are the hourly rates for different personnel categories:

Principal/Vice President	$130.00/hr
Licensed Environmental Professional (LEP)	$110.00/hr
Senior Project Manager	$100.00/hr
Project Manager/Licensed Project Designer	$ 85.00/hr
Senior Environmental Consultant	$ 70.00/hr
Licensed Asbestos Management Planner	$ 70.00/hr
Licensed Asbestos/Lead Inspector	$ 62.50/hr
Licensed Asbestos/Lead Project Monitor	$ 62.50/hr
AutoCAD	$ 60.00/hr
Clerical/Administrative	$ 40.00/hr

The S / L / A / M Collaborative

October 1, 2012

Mr. Kevin Reich Assistant Superintendent
Town of East Hampton
94 Main Street
East Hampton, CT 06424

RE: East Hampton High School – Fee Proposal

Architecture
Planning
Interior Architecture
Structural Engineering
Landscape Architecture
Construction Services

Dear Mr. Reich:

Thank you for your call Friday to discuss the current status of the project and our contract. We are looking forward to working with the Committee on this exciting project for the Town of East Hampton and students of East Hampton High School

Per our conversation, the lump sum Phase One fees as stated in our proposal dated June 6, 2012 is a not to exceed value for the scope of work described as is the value for reimbursable expenses.

If you have any further questions, please do not hesitate to call.

Sincerely,

The S / L / A / M Collaborative

Glenn R. Gollenberg, AIA
Principal

cc: Mr. Frank Grzyb
Ms. Amy Samuelson

Atlanta, GA

Boston, MA

Somerset Square
80 Glastonbury Boulevard
Glastonbury
Connecticut 06033-4415
Phone 860 657.8077
Fax 860 657.3141

mail@slamcoll.com
www.slamcoll.com

FEE PROPOSAL - EAST HAMPTON HIGH SCHOOL

The S/L/A/M Collaborative is pleased to submit our fee proposal, based on a Total Project Cost of $38,000,000 and an estimated Construction Cost of $28,500,000.

PHASE ONE - FEES

$56,500.00 LUMP SUM

(Fifty-six Thousand, Five Hundred Dollars)

$5,000.00 REIMBURSABLE EXPENSES (Not to Exceed)

(Five Thousand Dollars)

PHASE TWO - FEES

$247,500.00 SCHEMATIC DESIGN (Lump Sum)

(Two Hundred Forty-Seven Thousand, Five Hundred Dollars)

$ 412,500.00 DESIGN DEVELOPMENT (lump Sum)

(Four Hundred Twelve Thousand, Five Hundred Dollars)

$495,000.00 CONSTRUCTION DOCUMENTS (Lump Sum)

(Four Hundred Ninety-Five Thousand Dollars)

$82,500.00 BIDDING (Lump Sum)

(Eighty-Two Thousand, Five Hundred Dollars)

$412,500.00 CONSTRUCTION ADMINISTRATION (Lump Sum)

(Four Hundred Twelve Thousand, Five Hundred Dollars)

$1,650,000.00 TOTAL FEE

(One Million, Six Hundred Fifty Thousand Dollars)

$60,000.00 REIMBURSABLE EXPENSES (Not to Exceed)

(Sixty Thousand Dollars)

PROJECT SCHEDULE

PHASE ONE: Number of calendar days to complete Phase One's Scope of Work (Items #1-5) is 56 days.

SLAM can provide resources to meet any adjustment required for completion of Phase I Scope.

PHASE TWO: Bar Graph

- Please refer to Section 3 - Project Schedule of this proposal for Work Plan and Bar Graph
- List of Hourly Rates and Reimbursable Items follow
- Sample Insurance Certificate follows

HOURLY FEE SCHEDULE

The basic hourly fees for this firm are charged at the following rates:

Architecture

Principal	$200.00
Project Manager	$135.00
Cost Estimator	$110.00
Project Architect	$120.00
Design Architect/Sr. Design Architect	$120.00 / $135.00
Planner	$120.00
Staff Architect/Sr. Staff Architect	$85.00 / $105.00
Construction Representatives	$115.00
Support Staff	$75.00

Interior Design

Sr. Interior Designer	$120.00
Interior Designer	$85.00

Structural Engineering

Principal	$200.00
Structural Engineer	$125.00
Structural Design Staff	$105.00
Staff Engineer	$85.00

Landscape Architecture

Landscape Architect	$120.00
Landscape Design Staff	$85.00

All reimbursable consultants are billed at their regular rate plus 15%.

All reimbursable expenses are in addition to the charges for personnel and consultants and include actual expenditures made by the Architect, his employees, or his consultants in the interest of the project for the following incidental expenses:

1) Transportation and living expenses when traveling in connection with the project.

2) Faxes and long distance telephone charges.

3) Regular postage and overnight delivery charges.

4) Expense of plotting drawings and drawing reproductions.

5) Fees paid for securing approval of authorities having jurisdiction over the project.

7) If authorized in advance by the Owner, the expense of overtime work requiring higher than regular rates; perspectives or models for the Owner's use; fees of specialty consultants for other than the normal civil, structural, mechanical or electrical engineering services.

8) The cost of additional insurance required by Owner above the normal levels already carried by Architect.

All reimbursable expenses are billed at actual cost plus 15%.

Invoices for services rendered are presented monthly; accounts over thirty (30) days are subject to a charge of 1.0% per month on the unpaid balance.

The above hourly rates are subject to change on May 1, 2013.

CREC
Capitol Region Education Council

John A. Mena
CREC Construction Division – Division Director
108 Charter Oak Avenue
Hartford, Connecticut 06106
Office Phone: 860.509.3732
Cell Phone: 860.250.9044
jmena@crec.org
www.crecconstruction.org

September 27, 2012

Mr. Kevin M. Reich
Assistant Superintendent
East Hampton Public Schools
94 Main Street
East Hampton, CT 06424

Ref: **East Hampton High School – Construction Project**
Owner's Project Management Services Proposal
Services & Components and Fee Cost Adjustments

Dear Mr. Reich:

As a follow-up to CREC's previously submitted proposal on September 17, 2012, we provide this letter to further explain our services and their respective components, outlining what will be performed under the three distinct phases: Pre-referendum, post-referendum, and project management plan (PMP) development. Also included is the fee cost adjustments associated with those services. The post-referendum and PMP development phases are services which follow the referendum approval, if the Building Committee desires to have CREC perform them.

Fee Cost Adjustments and Clarifications
Our not-to-exceed fee structure has changed since the month of September has now elapsed. Therefore, our costs have been adjusted accordingly. See attached. We have also eliminated any services directly related to construction management services (estimating, scheduling, and constructability).

We reiterate that the fee proposal submitted for your consideration is based on a not-to-exceed basis. As such, we will invoice based upon the number of hours worked, not exceeding the hours quoted in fee proposal. If time efficiencies are achieved, costs will be less.

Our services are eligible for reimbursement by the State of Connecticut, as part of the overall project costs. The current reimbursement rate for renovation projects for the Town of East Hampton is 52.50%.

Services and Respective Components
Our proposal and related services are structured in three main areas of Owner's Project Management service:

Pre-Referendum Services - Project Inception to an approved referendum (now until March 2013) which includes:

- Management and coordination of all owner-held contracts (e.g. Architect, Construction Manager, Environmental Consulting, etc.). We provide a single point of contact for the building committee.
- Procurement of any other services required by the Building Committee including RFQ and RFP process documentation (e.g. Construction Management services) as required by the State of Connecticut's reimbursement guidelines, and public notices including State Contracting Portal.
- Contract/agreement assistance, review, and negotiation for all owner-held contracts (e.g. Construction Management).
- Coordinate and attend all project meetings with architect, construction manager, East Hampton High School and Board of Education staff, and other project consultants. This includes the various schemes the architect will prepare and the construction manager will review for estimating and constructability.

- Coordinating effort for preliminary space programming exercises, to confirm facility size required for programmatic needs and student population.
- Review/Consolidate all estimates and cost studies prepared by the project team.
- Review of proposed designs and analyzing ineligible, limited eligible, and town share costs impacts/exposure, including space standards analysis.
- Assist in developing different cost options for building committee consideration.
- Building committee attendance.
- Assisting the building committee with clerical and administrative support (e.g. agendas, meeting minutes, communications, etc.).

Post Referendum Services - From an Approved Referendum to Grant Application Submittal (April thru June 2013), which includes:

- Management and coordination of all owner-held contracts as required, including meetings required to acquire information for educational specifications.
- Coordination with East Hampton Public Schools and its Board of Education, including necessary approvals.
- Assistance with compiling and completing a complete set of Educational Specifications:
    - Finalize project space program and descriptions
    - Site requirements
    - Architectural requirements
    - MEP requirements
    - FF&E requirements for all spaces, including technology equipment (including computers, printers, phones, etc.)
    - Establishment of design guidelines and standards
    - Commissioning requirements
    - Performance criteria
- Assistance with compilation and coordination of all activities and required documentation for a complete grant application.
- Preparation of the grant application and all related information (e.g. 8-year projected enrollment), review and submittal of a completed grant application to the State of Connecticut, Department of Construction Services by June 30, 2013.

Project Management Plan (PMP) Development - Assistance with Review and Development of Project Processes & Procedures, and Project Management Plan Development, which includes:

- Review and development of all building committee procedures.
- Assistance with stakeholder establishment.
- Project review processes and procedures, including design process review.
- Protocols and procedures related to the coordination among all town entities (e.g. Building Committee, Town of East Hampton, Board of Education, and East Hampton Public Schools).
- Establishment/setup of the master project schedule.
- Establishment/setup of the master project budget, including budget detail report that identifies all project budget costs, cash flow study, and state reimbursement model.

If you have any questions, please contact me at your convenience.

Sincerely,
CREC Construction Division

John A. Mena – Division Director

cc. S. Cruz-Serrano

Various Specialized Staff - Proposal

	Pre-Referendum Services												Post-Ref.	PMP Dev.	Pre-Ref. Service			Post Ref.			PMP Dev.		
	"2012"			"2013"											Total Hours	Hourly Rate	Total	Total Hours	Hourly Rate	Total	Total Hours	Hourly Rate	Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep											
Project Executive John Mena	20	20	20	20	20	20	20	20	20	20	20	20			120	$ 145	$ 17,400	60	$ 145	$ 8,700	60	$ 145	$ 8,700
Project Manager Jim Giuliano	32	32	32	32	32	32	32	32	32	32	32	32			192	$ 125	$ 24,000	96	$ 125	$ 12,000	96	$ 125	$ 12,000
Financial Management Cindy Martinez	8	8	8	8	8	8	0	0	0	0	24				48	$ 110	$ 5,280	0	$ 110	$ -	24	$ 110	$ 2,640
Estimating/Scheduling	0	0	0	0	0	0	0	0	0	0	0	0			0	$ 125	$ -	0	$ 125	$ -	0	$ 125	$ -
Clerical/Admin. Assistance	40	40	40	40	40	40	24	24	24	24	24	24			240	$ 65	$ 15,600	72	$ 65	$ 4,680	72	$ 65	$ 4,680
Subtotals															600		$ 62,280			$ 25,380			$ 28,020
Total Costs																							$ 115,680
State Reimbursement (52.50%)																	$ 32,697			$ 13,325			$ 14,711
Town Share Costs (47.50%)																	$ 29,583			$ 12,056			$ 13,310
Total Town Costs																							$ 54,948

Half Time PM and Project Executive

	Pre-Referendum Services												Post-Ref.	PMP Dev.	Pre-Ref. Service			Post Ref.			PMP Dev.		
	"2012"			"2013"											Total Hours	Hourly Rate	Total	Total Hours	Hourly Rate	Total	Total Hours	Hourly Rate	Total
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep											
Project Executive John Mena	20	20	20	20	20	20	20	20	20	20	20	20			120	$ 145	$ 17,400	60	$ 145	$ 8,700	60	$ 145	$ 8,700
Project Manager Jim Giuliano	80	80	80	80	80	80	80	80	80	80	80	80			480	$ 125	$ 60,000	240	$ 125	$ 30,000	240	$ 125	$ 30,000
Financial Management Cindy Martinez															0	$ 110	$ -	0	$ 110	$ -	0	$ 110	$ -
Estimating/Scheduling															0	$ 125	$ -	0	$ 125	$ -	0	$ 125	$ -
Clerical/Administrative Assistance															0	$ 65	$ -	0	$ 65	$ -	0	$ 65	$ -
Subtotals																	$ 77,400			$ 38,700			$ 38,700
Total Costs																							$ 154,800
State Reimbursement (52.50%)																	$ 40,635			$ 20,318			$ 20,318
Town Share Costs (47.50%)																	$ 36,765			$ 18,383			$ 18,383
Total Town Costs																							$ 73,530

AGENDA
ITEM # 8b

2ND DRAFT

TOWN OF EAST HAMPTON

Chapter _____ - Offenses and Miscellaneous Provisions

BLIGHT AND NUISANCE ORDINANCE

Sec. 1 Purpose

The purpose of this ordinance is to define, prohibit, and abate blight and nuisances and to protect, preserve, and promote public health, safety, and welfare; and to preserve and protect property values.

Sec. 2 Scope of Provisions

This ordinance shall apply uniformly to the maintenance of all residential, nonresidential, and undeveloped premises now in existence or hereafter constructed, maintained, or modified but shall exclude agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes, land dedicated as public or semi-public open space or preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

Sec. 3 Definitions

The following definitions shall apply in the interpretation and enforcement of this ordinance.

BLIGHTED PREMISES-Any building, structure, or parcel of land, except exempt property as defined below, in which at least one of the following conditions exists:

A. It is dilapidated as documented by the building official;

B. It is a fire hazard as determined by the fire marshal or as documented by the fire department;

C. It is determined by the building official or the health department that the condition of the building, structure, or parcel of land poses a serious or immediate danger to the safety, health, or general welfare of the community;

D. It is not being maintained in accordance to the State of Connecticut Building Code (2005);

E. It is a factor creating a substantial interference with the reasonable and lawful use and enjoyment of abutting premises or which blocks or interferes with the use of any public sidewalk and/or Private Street or right-of-way or any road sign.

DEBRIS - Material which is incapable of immediately performing the function for which it was designed, including, but not limited to: abandoned, discarded, or unused objects; junk comprised of machinery equipment or vehicles, automobiles, boats and recreational vehicles which are unregistered, missing parts, not complete in appearance and/or in an obvious state of disrepair; parts of vehicles; furniture, appliances, and tires which are in the public view

DILAPIDATED – Shall mean no longer adequate for the purpose or use for which it was intended or having fallen into partial or total ruin or decay.

EXEMPT PROPERTY - Any building or structure undergoing legal demolition, construction, remodeling, restoration, repair, or renovation permitted by the town, provided that the blighted condition will be corrected within the time established by the appropriate town official and further provided that the building or structure remains in compliance with required permits as issued by the Town of East Hampton.

Sec. 4 Nuisance

No person, firm, corporation, or other legal entity shall cause, allow or maintain any blighted premises, as defined in the preceding section, to be created or continued on any real property located within the Town of East Hampton. Any exempt property, as defined in the preceding section, shall not be considered a blighted premises, and therefore, not subject to the provision hereof.

Sec. 5 Minimum Standards

a) The provisions in this ordinance shall not be construed to prevent the enforcement of other statutes, codes, ordinances, or regulations which prescribe standards other than those provided in this ordinance.

b) In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance, regulation, or other code of the town or state, the provision which establishes the higher standard for the promotion and protection of the public health and safety, and property values shall prevail.

c) This ordinance shall not affect violations of any other ordinances, codes, or regulations existing prior to the effective date of this code, and any such violations may be governed and continue to be punishable under the provisions of those ordinances, codes, or regulations in effect at the time the violation was committed.

Sec. 6 Responsibility for Compliance

Any owner, lessee, or occupant of premises subject to this ordinance, may be jointly and severally obligated to comply with the provisions of this ordinance.

Sec. 7 Notice of Violations

a) Complaints may be submitted to the Building Official by members of the public. Such complaints must be in writing and signed.

b) Whenever the Building Official determines that there has been violations of any provision of this ordinance such official shall give notice of such violation to the person responsible therefore, as hereinafter provided. Such notice shall:

1) Be in writing;

2) Set forth the violations of this ordinance;

3) Specify a final date for the correction of any violation;

4) Be served upon the owner, lessee, or the occupant as the case may require; provided, such notice shall be deemed to be properly served upon such owner, lessee, or upon such occupant, if a copy thereof is posted in a conspicuous place in or about the dwelling affected by this notice; or if such person is served with such notice by any other method authorized or required under the laws of this state;

5) Contain an outline of remedial action which, if taken, will effect permanent compliance with the provisions of this ordinance; and

6) State that the penalties and enforcement provisions of this ordinance will become effective on the final date set for the correction of any violation.

Sec. 8 Penalties and Enforcement

a) Penalties

1) Each violation of this ordinance shall be considered a separate municipal offense.

2) Each day any violation continues shall constitute a separate offense.

3) Each separate offense under this ordinance may be punishable by a fine of one hundred dollars ($100.00) payable to the Town of East Hampton.

b) Enforcement

1) The building official in the Town Of East Hampton is authorized to issue a citation or summons for a violation of this ordinance.
2) If a citation is issued, further proceedings shall be in accord with the provisions of the Town's Citation Hearing Procedure Ordinance, as may be revised from time to time.
3) In addition thereto, the Town of East Hampton; is authorized to initiate legal proceedings in the superior court for the immediate correction of the violation(s), collection of any penalties, and the recovery of all costs including costs of remedial action(s) authorized by the court and reasonable attorneys' fees incurred by the Town of East Hampton to enforce this ordinance and should not preclude the Towns ability to recover or save from immediate damage.

All fines, court costs, costs of remedial action, and attorneys' fees, as ordered by the court, shall constitute a lien on the subject premises, as provided by CGS Section 7-148aa.

ORIGINAL DRAFT

DRAFT

TOWN OF EAST HAMPTON

Chapter _____ - Offenses and Miscellaneous Provisions

BLIGHT AND NUISANCE ORDINANCE

Sec. 1 Purpose

The purpose of this ordinance is to define, prohibit, and abate blights and nuisances and to protect, preserve, and promote public health, safety, and welfare; and to preserve and protect property values.

Sec. 2 Scope of Provisions

This ordinance shall apply uniformly to the maintenance of all residential, nonresidential, and undeveloped premises now in existence or hereafter constructed, maintained, or modified but shall exclude agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes, land dedicated as public or semi-public open space or preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

Sec. 3 Definitions

The following definitions shall apply in the interpretation and enforcement of this ordinance.

BLIGHTED PREMISES-Any building, structure, or parcel of land, except exempt property as defined below, in which at least one of the following conditions exist:

A. It is dilapidated as documented by the building official;

B. It is a fire hazard as determined by the fire marshal or as documented by the fire department;

C. It is determined by the building official or the health department reports that the condition of the building, structure, or parcel of land poses a serious or immediate danger to the safety, health, or general welfare of the community;

~~D. I~~ D. It is not being maintained in accordance to the State of Connecticut building code (2005)~~t is not being adequately maintained. The following factors may be considered in determining whether a building, structure or parcel of land is not being adequately maintained: missing or boarded windows or doors; collapsing or missing walls, roof, or floors; seriously damaged or missing siding; a structurally faulty foundation; garbage; trash; debris; abandoned or inoperable vehicles on the premises in violation of Section 14-1S0a of the Connecticut General Statutes (unless the premises is a junkyard legally licensed by the State of Connecticut); graffiti; and fire damage; or~~

~~E.~~D. It is a factor creating a substantial interference with the reasonable and lawful use and enjoyment of abutting premises or which blocks or interferes with the use of any public sidewalk and/or private street or right-of-way or any road sign.

DEBRIS - Material which is incapable of immediately performing the function for which it was designed, including, but not limited to: abandoned, discarded, or unused objects; junk comprised of machinery equipment or such as vehicles, automobiles, boats and recreational vehicles which are

missing parts, not complete in appearance and/or in an obvious state of disrepair; parts of vehicles; furniture, appliances, and tires which are in the public view

DILAPIDATED — Shall mean no longer adequate for the purpose or use for which it was intended or having fallen into partial or total ruin or decay.~~Any building or structure or part thereof that would not qualify for a certificate of use and occupancy or which is deemed an unsafe structure, and any dwelling or unit which is designated as unfit for human habitation as defined in the state basic building code.~~

EXEMPT PROPERTY - Any building or structure undergoing legal demolition, construction, remodeling, restoration, repair, or renovation permitted by the town, provided that the blighted condition will be corrected thereby and further provided that the building or structure remains in compliance with required permits as issued by the Town of East Hampton.

Sec. 4 Nuisance

No person, firm, corporation, or other legal entity shall cause or allow or maintain any blighted premises, as defined in the preceding section, to be created or continued on any real property located within the Town of East Hampton. Any exempt property, as defined in the preceding section, shall not be considered a blighted premises, and therefore, not subject to the provision hereof.

Sec. 5 Minimum Standards

a) The provisions in this ordinance shall not be construed to prevent the enforcement of other statutes, codes, ordinances, or regulations which prescribe standards other than are provided in this ordinance.

b) In any case where a provision of this ordinance is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance, regulation, or other code of the town or state, the provision which establishes the higher standard for the promotion and protection of the health and safety, and property values of the people shall prevail.

c) This ordinance shall not affect violations of any other ordinances, codes, or regulations existing prior to the effective date of this code, and any such violations may be governed and continue to be punishable under the provisions of those ordinances, codes, or regulations in effect at the time the violation was committed.

Sec. 6 Responsibility for Compliance

The owner, lessee, or occupant of premises subject to this ordinance, may be jointly and severally obligated to comply with the provisions of this ordinance.

Comment [MM1]: No control or authority

Sec. 7 Notice of Violations

a) Complaints may be submitted to the Building Official by members of the public. Such complaints must be in writing and signed on forms provided by the town.

b) Whenever the Building Official determines that there has been a violation of any provision of this ordinance, except as to abandoned or inoperable vehicles, such official shall give notice of such violation to the person responsible therefore, as hereinafter provided. Such Notice shall:

1) Be in writing;

2) Set forth the violations of this ordinance;

3) Specify a final date for the correction of any violation;

4) Be served upon the owner, lessee, or the occupant as the case may require; provided, such Notice shall be deemed to be properly *served* upon such owner, lessee, or upon such occupant, if a copy thereof is posted in a conspicuous place in or about the dwelling affected by this Notice; or if such person is *served* with such Notice by any other method authorized or required under the laws of this state;

5) Contain an outline of remedial action which, if taken, will effect permanent compliance with the provisions of this ordinance; and

6) State that the penalties and enforcement provisions of this ordinance will become *effective* on the final date set for the correction of any violation.

~~c) Whenever the Building Official determines that there has been a violation of this ordinance pertaining to an abandoned or inoperable vehicle(s), the Building Official shall *give* notice of such violation to the owner of the property on which such vehicle so remains in compliance with Section 7(b), except that:~~

Comment [MM2]: Maybe remove

Comment [MM3]: Arising solely and exclusively

~~1) The Notice shall specify that said owner has thirty (30) days to correct the violation by removing the vehicle; and~~

~~2) Notice of the alleged violation shall be published in a newspaper having substantial circulation in the Town of East Hampton.~~

~~d) Any person notified in accordance with this section who fails to correct any violation by the date specified in said Notice shall be in violation of this ordinance and subject to its penalties and enforcement procedures. Any person in violation of this ordinance pertaining to abandoned or inoperable, vehicle(s) shall be subject to the removal and disposition of such vehicle(s) thirty (30) days after notice of the alleged violation in accordance with Section 7(c) above.~~

~~e) In the absence of the Building Official the First Selectman shall designate a qualified replacement to perform the duties of the Building Official under this ordinance.~~

Comment [MM4]: Lump together vehicles in its own section

Sec. 8 Penalties and Enforcement

a) Penalties

1) Each violation of this ordinance shall be considered a separate municipal offense.

2) Each day any violation continues shall constitute a separate offense.

3) Each separate offense under this ordinance may be punishable by a fine of one hundred dollars ($100.00) payable to the Town of East Hampton.

b) Enforcement

1) ~~Any police officer~~The building official in the Town Of East Hampton is authorized to issue a Citation or summons for a violation of this ordinance.

~~1)~~2) If a Citation is issued, further proceedings shall be in accord with the provisions of the Town's Citation Hearing Procedure Ordinance, as may be revised

Comment [MM5]: Who issues the citation? Building official

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from time to time.

~~2)~~3) In addition thereto, the Town of East Hampton; is authorized to initiate legal proceedings in the superior court for the immediate correction of the violation(s), collection of any penalties, and the recovery of all costs including costs of remedial action(s) authorized by the court and reasonable attorneys' fees incurred by the Town of East Hampton to enforce this ordinance and should not preclude the Towns ability to recover or save from immediate damage.

Comment [MM6]: Should not preclude the towns ability to recover or save from immediate damage

~~3) Notwithstanding anything herein to the contrary, special consideration may be given to individuals who are disabled and who demonstrate both that the violation results from an inability to maintain an owner-occupied residence and that no person with that ability resides therein. Such special consideration shall be limited to the reduction or elimination of fines and/or an agreement that the Town or its agents may perform the necessary work and place a lien against the premises for the cost thereof in accordance with the provisions of this Ordinance.~~

All fines, court costs, costs of remedial action, and attorneys' fees, as ordered by the court, shall constitute a lien on the subject premises, as provided by CGS Section 7-148aa.

Comment [MM7]: New Britain 7-43 through 45

Lien for costs and expenses incurred by the Town of East Hampton.

Whenever the owner fails to comply with an order or citation to repair, board, or demolish a building, sign, or structure and/or remove the blighting condition and the Town of East Hampton has made repairs, boarded, or demolished the building, sign, or structure and/or removed the blighted condition after the owner's failure to do so, reasonable costs incurred by the Town of East Hampton shall be a lien against the real property in accordance with section 49-73b of the Connecticut General Statutes.

The lien shall be recorded with the records of land evidence of the municipality, and the lien shall incur legal interest from the date of recording. The costs incurred the Town of East Hampton, plus interest thereon, in the repair, boarding or demolishing of a building, sign or structure and/or removal of the blighting condition, shall be added to the amount of taxes due on the real property where the building, sign or structure was located.

Violations and penalties.

(a) Each violation of any provision of this article shall be considered a separate offense hereunder and each day any violation of any provision of this article shall continue shall constitute a separate offense hereunder.

(b) Violations of the provisions of this article shall be punishable by a fine of one hundred dollars ($100.00) for each day a violation exists and continues and will commence on day of notice. If prior notice to the property owner is mandated by state code, then the fine will commence for each day beyond the notice period as long as the blighted conditions persists. The fine will double if not paid within ten (10) days of issuance.

(c) No fee or fine shall be due while a reconsideration, hearing or appeal is pending in the matter; however, such action shall not prevent further accumulation of the penalty if the order is upheld.

(d) The imposition of any fee or fine under this article shall not be construed to prevent the enforcement of other laws upon the premises nor to prevent the initiation of other enforcement measures or penalties.

(e) A one (1) percent per day interest charge shall be applied for failure to pay, within forty-five (45) days, any fine charged for violation of this article. Failure to pay any fee or fine arising from the enforcement of this article shall constitute a debt in favor of the city and shall constitute a lien upon the real estate against which the fee was imposed from the original date of such fee. Each such lien may be continued, recorded and released in the manner provided by the Connecticut General Statutes for continuing, recording and releasing property tax liens. Each such lien shall take

precedence over all other liens and encumbrances filed after the effective date of this article to the fullest extent permitted by law, except taxes, and may be enforced in the same manner as property tax liens.

Enforcement.

(a) *Enforcement.* The director of licenses, permits and inspections and his/her designee, the director of health and his/her designee, the police chief and his/her designee and the fire marshal and his/her designee shall be responsible for enforcement of this Code.

(b) *Complaints.* Any individual affected by the action or inaction of an owner of a dwelling unit or other space subject to the provisions of this article, any civic organization, and any appropriate municipal agency may file, in writing, a complaint of violation of any of these sections with the Town of East Hampton.

(c) *Investigation.* The Town of East Hampton shall undertake an investigation of the complaint by conducting an inspection of the property. If, in the course of such inspection, the inspector observes a condition which he/she believes may constitute a violation of a code which falls under the jurisdiction of another city agency or department, he/she shall notify the appropriate agency or department and request that agency or department to conduct an inspection and provide to the director of licenses, permits and inspections a copy of said report together with any actions which are necessary to abate conditions which constitute a violation(s) of the provisions of this article.

(d) *Orders to take corrective action.* The Town of East Hampton shall track all investigations pursuant to subsection (b) of this section and shall maintain a record of all violations of building, housing, zoning, fire or health codes or any of the conditions in subdivisions (1) or (2) of subsection (c) of section 7-42 identified by any city department. If these records reveal any premises to be blighted premises, as defined in subsection (c) of section 7-42, and prior notice to the property owner is mandated under the relevant state code then the Town of East Hampton shall serve a notice of violation and an order to correct such violation on the owner of the property by certified mail or in-hand service by any proper officer or indifferent person. If the owner cannot be identified or if the address is unknown, copy of such notice shall be published in a newspaper having general circulation in the municipality, as well as being posted on the Town of East Hampton website. The order shall require the owner to abate and/or correct any condition which contributes to classification of the property as a blighted premises pursuant to this article in the manner specified in said order within the statutorily mandated notice after the date on which said order is sent to the owner by certified mail or by in-hand service or published in a newspaper. A copy of the order shall be placed on the land records to serve as notice to any subsequent purchaser of the existence of a violation on the premises.

(e) *The notice from the Town of East Hampton.* It shall include 1) the allegations against him or her and the amount of fines, penalties, costs or fees due; 2) that the individual may

(a) *Creation* of *blighted premises committee.* The mayor or his designee shall convene a blighted premises committee consisting of the director of licenses and permits, the fire marshal, a representative of the police department, the director of health, a representative of the office of the corporation counsel, the director of municipal development and any other city staff as deemed appropriate.

(b) *Responsibilities* of *the blighted premises committee.* The blighted premises committee shall be responsible for:

(1) Creating and maintaining a list of blighted premises within the Town of East Hampton;

(2) Coordinating interdepartmental cooperation and action in inspections of blighted premises and in the enforcement of the provisions of this article;

(3) Developing and implementing specific strategies to eliminate blighted premises within

the city.

(c) *Submit annual reports.* The blighted premises committee shall prepare and submit a containment facility is being drained, all valves installed to facilitate the drainage of water shall be kept in the closed position at all times.

(d) All tanks and containment facilities shall be maintained free of all rust and corrosion.

AGENDA
ITEM # 8C

East Hampton Alert Notification System

Purpose

The Town of East Hampton Emergency Alert System "Ever Bridge" has the capability of calling East Hampton residents that have signed up for services or are listed in the white pages. This policy has been developed in an effort to direct staff in the use of this system.

Scope

This Policy applies to all Town Staff, Officials and First Responders.

Policy

The East Hampton Alerts Notification System shall be implemented to notify the public whenever an emergency is declared, status of a declared emergency, the location of essential resources and how they may be obtained.

All residents who have registered on the town emergency alert system, through the town website (easthamptonct.org), and/or who are in the white page telephone listings shall be notified provided they have completed all available contact information.

Definitions

Ever Bridge- The Emergency Alert system at the disposal of the Town of East Hampton. This system allows the Town to disseminate information through phone numbers provided by residents and the white pages.

Emergency Situation- The following circumstances shall be considered an "emergency" for the purpose of implementing the Alerts Notification System:

- Tornado warnings;
- Hurricanes;
- Winter storms where essential services and utilities may be effected
- Emergency evacuations;
- Road closures for a period of two (2) hours or more during the day that will affect rush hour traffic;
- Other emergency situations identified by the Chief of the Fire Department or Chief of Police and approved by the Director of Emergency Management Services and/or Town Manager. (When the Town Manager or Emergency Management Director are unavailable the Council Chair may authorize the use of the Emergency Alert system).

Procedure

A. To use the Emergency Alert System, first, determine if the situation falls within one of the following categories:
   i. Tornado warning;
   ii. Prolonged road closure greater than 2 hours during the day that will inhibit rush hour traffic;
   iii. Disseminating information about potential landfall of a Hurricane;
   iv. Information about shelter access including location, times and services available;
   v. Emergency evacuations;
   vi. Winter Storms, where a major impact on the supply of electricity and other essential services for an extended period of time is to be expected;
   vii. Emergency situations as requested by the Fire Department or the Police Department Chief and approved by the Emergency Management Director and/or Town Manager;
   viii. Any other situation as deemed necessary by the Town Manager or Emergency Management Director.

Procedure continued...

B. Contact the Emergency Management Director or Town Manager and provide the appropriate information including:
   i. Reason for emergency;
   ii. Requests for any actions or precautionary measures;
   iii. Where and how to seek help;
   iv. How individuals with special needs may seek assistance.

C. The Emergency Management Director or Town Manager will authorize the activation of the Emergency Alert System, if appropriate.

D. After the use of the Emergency Alert System the Emergency Management Director must provide a report identifying:
   i. The incident the system was used for;
   ii. The information provided;
   iii. The number of residents called;
   iv. The number of residents reached.

ORIGINAL DRAFT

EAST HAMPTON TOWN COUNCIL

Ever Bridge Emergency Alert

Purpose

The Town of East Hampton Emergency Alert System "Ever Bridge" has the capability of calling East Hampton residents that have signed up for services or are listed in the white pages. This policy has been developed in an effort to direct staff in the use of this system.

Scope

This Policy applies to all Town Staff, Officials and First Responders.

Policy

Use of the Town's Emergency Alert system should be deployed under the following circumstances:

- Tornado warning;
- Prolonged road closure;
- Dissemination of information before and after a Hurricane;
- Shelter information;
- and for winter storms where essential services and utilities may be under threat.

Furthermore, the Police, Fire, Emergency Management or Town Manager may deploy the emergency alert system when they have determined an emergency situation, that might affect a significant number of residents, is about to or has occurred.

Definitions

Everbridge- The Emergency Alert system at the disposal of the Town of East Hampton. This system allows the Town to disseminate information through phone numbers provided by residents and the white pages.

Emergency Situation- A situation where human lives or property are in danger.

Tornado Warning- a classification identified by the National Weather Service.

Potential landfall of Hurricane- A National Weather Service identified hurricane that will potentially impact the Town of East Hampton.

Procedure

A. To use the Everbridge system, first, determine if the situation falls within one of the following categories:
   1. Tornado warning:
   2. Prolonged road closure greater than 2 hours during the day that will inhibit rush hour traffic;
   3. Disseminating information about potential landfall of a Hurricane
   4. Information about shelter access including location, times and services available;
   5. Emergency evacuations;
   6. Winter Storms, where a major impact on the supply of electricity and other essential services for an extended period of time is to be expected;
   7. Emergency situations as requested by the Fire Department or the Police Department Chief;
   8. Any other situation as deemed necessary by the Town Manager or Emergency Management Director.

B. Contact the Emergency Management Directors and provide them with the appropriate information including:
   1. Reason for emergency;
   2. Requests for any actions or precautionary measures;
   3. Where and how to seek help.

TOWN OF EAST HAMPTON
AGENDA REPORT

Agenda Item #: 9a

Item to be presented by: Jeff Jylkka

DATE: October 23, 2012

SUBJECT: 2011-2012 End of Year Transfers

DEPARTMENT: General Government

BACKGROUND

Annually, as the Town is nearing completion of the annual audit staff prepares transfers in order to zero out any departmental budget deficits. The transfers are an indication of a government's budget practices and principles. These transfers also serve as a communication tool to the legislative body indicating what department(s) overspent their annual appropriation.

The Board of Finance at their October 15, 2012 meeting recommended that Town Council approve the attached 2011-2012 year end budget transfers.

See attached for detail.

RECOMMENDED MOTION

Resolved that the Town Council approve the attached budget transfers for the 2011-2012 fiscal year.

ALTERNATIVE ACTIONS

Not to approve the appropriation or amend.

FISCAL IMPACT

There is no fiscal impact. This is a budget adjustment only.

FY 2011-2012 General Government
Year-End Transfers

Agenda Item:

	Department	ORG	Object #	Object Name	Transfer From/To	Comment
	TRANSFER FROM					
1	Town Council	01020000	5330	Professional/Tech. Services	3,700	Fees for town Manager less than budgeted
2	Tax Collector	01060136	5120	Part Time/Seasonal Salaries	10,840	Vacant part-time position
3	Finance Department	01060135	5590	Other Purchased Services	3,521	Funds for grant writer not used
4	Tax Assessor	01060137	5120	Part Time/Seasonal Salaries	3,353	Vacant part-time position
5	Tax Assessor	01060137	5590	Other Purchased Services	2,529	Reduction in field inspector services
6	Town Clerk	01070000	5316	Computer Consulting Services	2,000	Work not needed
7	Registrars	01080000	5550	Printing/Binding	4,615	Assumed one additional referendum and one recount
8	Registrars	01080000	5590	Other Purchased Services	3,980	Assumed one additional referendum and one recount
9	General Insurance	01090000	5260	Worker's Compensation	9,671	Favorable rates
10	Employee Benefits	01110000	5250	Unemployment Compensation	9,699	Former employee off unemployment
11	Conservation & Lake	01430000	5330	Professional/Tech. Services	10,529	Planned spending on professional for lake postponed
12	Public Works - Admin.	01510000	5220	Social Security	1,804	Mild winter - tied to Public Works overtime
13	Public Works - Town Garage	01530000	5620	Heating Oil	1,910	Mild winter
14	Motor Fuel	01540000	5627	Motor Fuel	4,440	Mild winter
15	Community Center	01670000	5622	Electricity	9,000	Energy conservation project
16	Community Center	01670000	5620	Heating Oil	3,800	Mild winter
				TOTAL	**85,391**	
	TRANSFER TO					
17	Legal Fees	01040000	5330	Professional/Tech. Services	49,309	Above average activity
18	Board of Assessment Appeals	01060138	5130	Overtime Salaries	431	
19	Probate	01100000	5446	Probate District #14	379	
20	Police - Admin	01210211	5330	Professional/Tech. Services	9,851	Daigle I.A. report
21	Police - Patrol	01210212	5130	Overtime Salaries	1,618	Officer injuries
22	Animal Control	01210214	5120	Part Time/Seasonal Salaries	8,700	Original budget was not sufficient to cover costs
23	Fire Marshal	01220223	5120	Part Time/Seasonal Salaries	1,035	Bevin Bell fire
24	Community Services	01350000	5410	Public Utilities	400	
25	Building Department	01410000	5130	Overtime Salaries	1,757	Overtime as a result of an employee on leave
26	Building Department	01410000	5590	Other Purchased Services	2,895	Employee on leave. Temp assistance needed
27	Engineering	01520000	5330	Professional/Tech. Services	9,006	Christopher Brook culvert replacement
28	Septage Disposal	01570000	5410	Public Utilities	10	
				TOTAL	**85,391**	

The above transfer is needed in order to zero out departmental deficits for the fiscal year end 2011-2012. This transfer also serves as additional communication to the Board of Finance and Town Council as to the operational areas in the budget that were over and under spent.

APPROVED:
BOARD OF FINANCE: 10-15-2012

TOWN COUNCIL:

TOWN OF EAST HAMPTON
AGENDA REPORT

Agenda Item #: 9b

Item to be presented by: Jeff Jylkka

DATE: October 23, 2012

SUBJECT: Board of Education 2011-2012 Additional Appropriation (Special Education Excess Cost Grant)

DEPARTMENT: Education

BACKGROUND
The above additional appropriation is needed to cover additional costs relating to special education tuition and related services. Annually, the State of CT reimburses the Board of Education for these additional costs. The Town does not budget for the revenue and the Board of Education does not budget for the related expenditures. Annually, the amount of the grant is re-appropriated back to the Board of Education. The accounting/budgeting for this revenue is consistent with previous years and has no affect on actual revenues or expenditures, as this is a budget only adjustment. The Board of Finance recommended that Town Council approve the additional appropriation at their October 15, 2012 meeting.

RECOMMENDED MOTION
Resolved, that the Town Council approve the additional appropriation below from state grant revenue.

Estimated Revenue			
State Agency Placement Excess Cost	01962510-4404	$	**464,501**

Appropriation			
REGULAR INSTRUCTION-SPEC ED - Tuition Private	01951000-5563	$	**464,501**

Source of Funds
State of Connecticut Excess Cost Agency Placement Grant. The BOE received a total of $464,501 during the 11-12 fiscal year.

ALTERNATIVE ACTIONS
Not to approve the appropriation.

FISCAL IMPACT
There is no fiscal impact. This is a budget adjustment only.

AGENDA
ITEM # 9C

TOWN OF EAST HAMPTON
AGENDA REPORT

Item to be presented by: Jeff Jylkka
Finance Director

DATE: October 23, 2012

SUBJECT: Fiscal Year 2011-2012 Capital Reserve Fund Transfer

DEPARTMENT: Capital Reserve Fund

BACKGROUND

It is anticipated that the General Fund will have an overall surplus of approximately $796K. This surplus is a product of unspent budgets and revenues that were in excess of estimates. Overall expenditures for the Town are estimated to be underspent by $480K. The Board of Education will be returning slightly over $4K. The major driving factors for the Towns surplus were the mild winter, staff vacancies and not having to utilize the contingency account (see below).

Revenues exceeded estimates by $312K. The main drivers for this were the receipt of the FEMA storm reimbursement grant of $70K and better than average tax and interest collections $249K.
The surplus can be calculated as follows:

	Amount (In thousands)
Expenditure surplus:	
Town	$480
Board of Education	4
Revenue surplus	312
TOTAL	**$796**

While a surplus is not unique to the Town, this surplus affords us the opportunity to address capital needs that have been discussed among staff and local leaders. Last year the Town addressed a much needed radio upgrade with surplus funds.

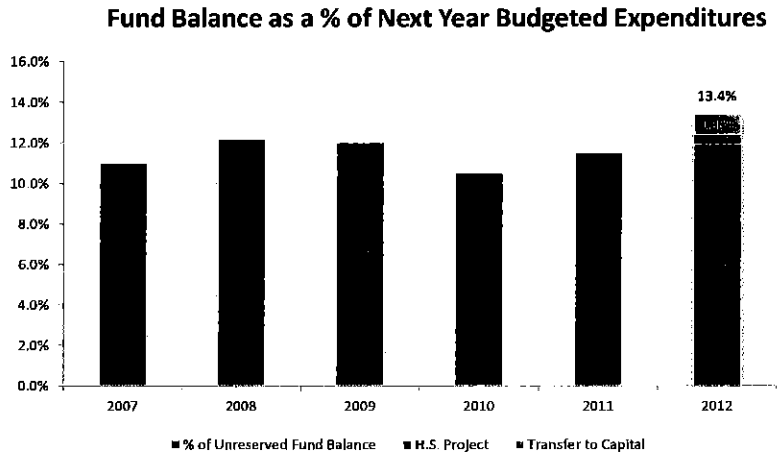
The Board of Finance and Town Council may choose to move surplus *expenditure* funds to the Capital Reserve Fund. If the funds are not transferred then the money simply goes into fund balance and can be accessed through the additional appropriation process in the future.

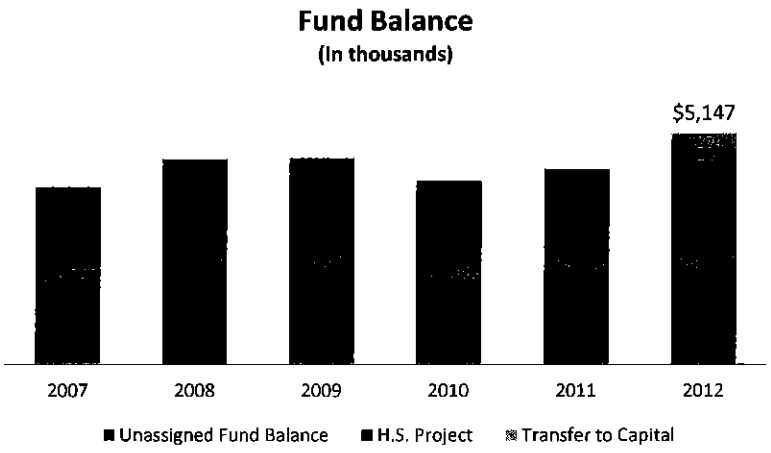
The following accounts have been identified to be transferred to the Capital Reserve Fund below:

- Contingency $100,000
- Health Insurance $100,000 (Employee vacancies and better than budgeted rates)
- Town Manager $36,000 (Town Manager vacancy)
- Public Works (Overtime) $42,000 (Very light winter)
- Debt Service – Interest $49,400 (Issued notes to finance Memorial School project in 2013 rather than 2012)
- Road Materials $13,990 (Very light winter)
- Library $16,000 (Staff vacancy)
- Refuse Removal $17,100 (Less refuse generated)

TOTAL **$374,490**

If approved, our 2011-2012 General Fund net income will be approximately $422K, or close to half of the total surplus. Fund balance before the transfer will be approx. 13.4% of the 12-13 budget and 12.4% after. There is also a $200,080 additional appropriation request for the High School Renovation project that, if approved, will reduce the fund balance to 11.9%. A fund balance history is below:





The Board of Finance at their October 15, 2012 meeting recommended that $374,490 be transferred to the Capital Reserve Fund (#50) to be allocated to the following projects: 1) $150,000 Debt sinking; 2) $224,490 Emergency Preparedness/Disaster Recovery. They also recommended that the specifics of the Emergency Preparedness / Disaster Recovery project be recommended by the Board of Finance and approved by Town Council prior to any funds being expended.

RECOMMENDED ACTION

Resolved, that the Town Council, approve the budget transfer of $374,490 from the accounts identified below to the Capital Reserve Fund (#50). Further resolved, that the transfer be allocated to the following projects: 1) $150,000 Debt sinking; 2) $224,490 Emergency Preparedness/Disaster Recovery. Further resolved, that the specifics of the Emergency Preparedness/Disaster Recovery project be recommended by the Board of Finance and approved by Town Council prior to any funds being expended.

TRANSFER FROM

01110000	5210	Employee Benefits	Medical Insurance	$ 100,000
01120000	5990	Contingency	Contingency	100,000
01720722	5830	Debt	Interest	49,400
01510000	5130	Public Works	Overtime Salaries	42,000
01010000	5110	Town Manager	Full Time Salaries	36,000
01680681	5110	Library	Full Time Salaries	16,000
01550000	5690	Road Materials	Other Supplies/Materials	13,990
01560000	5435	Transfer Station	Refuse Removal	7,600
01560000	5440	Transfer Station	Rental	5,400
01560000	5130	Transfer Station	Overtime Salaries	4,100
				$ 374,490

TRANSFER TO

01810000	**5924**	**Capital reserve**	**$ 374,490**

ALTERNATIVE ACTIONS

- Not approve the transfer. Funds would become part of fund balance and would be accessible through the additional appropriation process or the annual budget.
- Modify the amount to be allocated to a particular project. The total amount transferred should not exceed the $374,490.
- Recommend the transfer as presented be approved at Town Meeting. The following language would be required:

  FURTHER RESOLVED, that the Town Council hereby authorizes the Chairman of the Town Council to call a Special Town Meeting to be held on Thursday, November 1st, 2012 at the East Hampton High School, in East Hampton, at 7:00 p.m., to act upon the foregoing recommendations.

FISCAL IMPACT

Funding is from unspent budgets in the 2011-2012 fiscal year. The transfer would reduce total fund balance by $374,490.

AGENDA
ITEM # 13

Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton

October 19, 2012

To: The East Hampton Town Council

Documentation of tax refunds are available in the tax office for your review if you so desire. The total refunds equal $4,031.12.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

0.C	
77.91	+
9.56	+
44.80	+
18.57	+
220.04	+
3,036.41	+
116.92	+
41.51	+
45.86	+
23.17	+
250.99	+
145.38	+
4,031.12	*