



# **TOWN OF EAST HAMPTON**

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

AGENDA  
ITEM # 6a

Date: 5/7/14

Subject: Phase II/Phase III Bonded Road Paving Project

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 paving local roads as adopted by the Town Council on June 14, 2011. B&W Paving and Landscaping submitted a base bid of \$1,934,963.00 and line item alternate bid items.

## Recommended Motion

Resolved that the Finance Director be authorized to purchase from B&W Paving and Landscaping LLC; materials and labor for paving and related work as adopted by the Town Council for Phase II/Phase II Road Improvement Program and alternates as specified in the bid package.

## Alternative Actions

Discontinue road improvement project

## Fiscal Impact

The cost of the project is: \$1,934,963.00 plus work required as dictated by existing conditions. The estimate provided by the Town for the paving of these phases in 2011 was \$1,669,250.00, with negative offset of \$265,713.00 plus line item alternate bid items.

Town of East Hampton, CT

Fiscal Year 2012 Four-Year Road Improvement Program

As Adopted by the Town Council on June 14, 2011

Town of East Hampton  
Fiscal Year 2012 Road Improvement List

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
LONG HILL RD NO	Route 151	Route 66	0.84	0.84				Full Depth Reclaim	\$184,800	\$184,800
OLD CHESTNUT HILL RD	Chestnut Hill Rd	Route 196	0.72	0.72				Full Depth Reclaim	\$158,400	\$343,200
SMITH ST	Route 16	Walnut Ave	0.91	0.91				Overlay	\$91,000	\$434,200
KNOWLES RD	Route 151	End	0.09	0.09				Overlay	\$9,000	\$443,200
BLACKSMITH HILL RD	Route 151	End	0.31	0.31				Overlay	\$31,000	\$474,200
SHAD ROW	Knowles Rd	Knowles Rd	0.08	0.08				Overlay	\$8,000	\$482,200
SHIPYARD RD	Route 151	End	0.33	0.33				Overlay	\$33,000	\$515,200
BATES DR	Route 151	End	0.15	0.15				Overlay	\$15,000	\$530,200
COUNTRY LA	White Birch Rd	Berkshire Dr	0.41	0.41				Full Depth Reclaim	\$90,200	\$620,400
GLENWOOD DR	Crestwood Dr	End	0.13	0.13				Overlay	\$13,000	\$633,400
CRESTWOOD DR	Brewer Rd	Chapman Rd	0.45	0.45				Full Depth Reclaim	\$99,000	\$732,400
BIRCHWOOD RD	Brewer Rd	Elmwood Dr	0.26	0.26				Overlay	\$26,000	\$758,400
FERWOOD DR	Brewer Rd	Chapman Rd	0.44	0.44				Full Depth Reclaim	\$96,800	\$855,200
<b>Yearly Totals</b>				<b>5.12</b>					<b>\$855,200</b>	

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
ALDEN'S CROSSING RD	Route 16	Long Crossing Rd	0.19		0.19			Full Depth Reclaim	\$43,890	\$899,090
LONG CROSSING RD	Route 66	End	0.65		0.65			Full Depth Reclaim	\$150,150	\$1,049,240
HOG HILL RD	Route 151	Terp Rd	1.9		1.9			Full Depth Reclaim	\$438,900	\$1,488,140
BROWNING DR	Route 66	Byron Rd	0.12		0.12			Overlay	\$13,200	\$1,501,340
WHITTIER RD	Mark Twain Dr	Browning Dr	0.23		0.23			Overlay	\$25,300	\$1,526,640
WORDSWORTH RD	Mark Twain Dr	Browning Dr	0.05		0.05			Overlay	\$5,500	\$1,532,140
MARK TWAIN DR	Old Marlborough Rd	Hawthorne Rd	0.17		0.17			Overlay	\$18,700	\$1,550,840
CHAUCER RD	Stevenson Rd	Emerson rd	0.09		0.09			Overlay	\$9,900	\$1,560,740
HAWTHORNE RD	Emerson Rd	Park Rd	0.08		0.08			Overlay	\$8,800	\$1,569,540
EMERSON RD	Old Marlborough Rd	Hawthorne Rd	0.18		0.18			Overlay	\$19,800	\$1,589,340
BARRIE RD	Stevenson Rd	Emerson rd	0.07		0.07			Overlay	\$7,700	\$1,597,040
STEVENSON RD	Bryant Rd	End	0.12		0.12			Overlay	\$13,200	\$1,610,240
BRYANT RD	Stevenson Rd	Emerson rd	0.12		0.12			Overlay	\$13,200	\$1,623,440
LAKE DR	Mott Hill Rd	White Birch Rd	0.93		0.93			Full Depth Reclaim	\$214,830	\$1,838,270
<b>Yearly Totals</b>					<b>4.9</b>				<b>\$983,070</b>	

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
NORTH MAPLE ST	Route 66	End	0.62			0.62		Overlay	\$68,200	\$1,906,470
HURD PARK RD	Hurd Park	Town Line	0.69			0.69		Full Depth Reclaim	\$166,980	\$2,073,450
HOG HILL RD	Terp Rd	Route 16	0.84			0.84		Overlay	\$92,400	\$2,165,850
CANDLEWOOD DR	Lake Dr	End	0.16			0.16		Overlay	\$17,600	\$2,183,450
SOUTH MAIN ST	Wopowog Rd	Route 16	0.69			0.69		Overlay	\$75,900	\$2,259,350
CHEROKEE TR	Wangonk Tr	Namonee Tr	0.05			0.05		Overlay	\$5,500	\$2,264,850
SEMINOLE TR	Wangonk Tr	Lake Dr	0.15			0.15		Overlay	\$16,500	\$2,281,350
MOHICAN TR	Wangonk Tr	Lake Dr	0.13			0.13		Overlay	\$14,300	\$2,295,650
NAMONEE TR	Wangonk Tr	Mohawk Tr	0.26			0.26		Overlay	\$28,600	\$2,324,250
SOUTH WANGONK TR	Wangonk Tr	End	0.11			0.11		Overlay	\$12,100	\$2,336,350
WANGONK TR	Mohican Tr	Namonee Tr	0.25			0.25		Overlay	\$27,500	\$2,363,850
MINNETONKA TR	Wangonk Tr	Namonee Tr	0.1			0.1		Overlay	\$11,000	\$2,374,850
MOHAWK TR	Wangonk Tr	Lake Dr	0.17			0.17		Overlay	\$18,700	\$2,393,550
NAVAJO TR	Namonee Tr	End	0.09			0.09		Overlay	\$9,900	\$2,403,450
PRINCESS POCOTOPAUG TR	Route 66	Namonee Tr	0.15			0.15		Overlay	\$16,500	\$2,419,950
SEQUONIA TR	Namonee Tr	Namonee Tr	0.08			0.08		Overlay	\$8,800	\$2,428,750
TERP RD	Hog Hill Rd	End	0.49			0.49		Overlay	\$53,900	\$2,482,650
BAY RD	Spellman's Point Rd	End	0.38			0.38		Overlay	\$41,800	\$2,524,450
<b>Yearly Totals</b>						<b>5.41</b>			<b>\$686,180</b>	

Town of East Hampton  
Fiscal Year 2012 Road Improvement List

Road Name	From	To	Length	Year 1	Year 2	Year 3	Year 4	Treatment	Cost	Running Total
SPELLMAN'S POINT RD	Lake Dr.	Bay Rd	0.4				0.4	Full Depth Reclaim	\$102,000	\$2,626,450
COLLIE BROOK RD	Wopowog Rd	Tartia Rd.	1.35				1.35	Full Depth Reclaim	\$344,250	\$2,970,700
CRESCENT ST	Barton Hill Rd	End	0.17				0.17	Overlay	\$19,550	\$2,990,250
LAKE BLVD	Woodland St.	North Main St.	0.16				0.16	Overlay	\$18,400	\$3,008,650
ELLIS RD	Barbara Ave.	End	0.07				0.07	Overlay	\$8,050	\$3,016,700
BELLEVUE ST	Barbara Ave.	Lake Blvd.	0.07				0.07	Overlay	\$8,050	\$3,024,750
BOBBYS RD	North Main St.	End	0.08				0.08	Overlay	\$9,200	\$3,033,950
BARBARA AV	North Main St.	Ellis Rd	0.18				0.18	Overlay	\$20,700	\$3,054,650
MYRTLE RD	Barbara Ave.	End	0.09				0.09	Overlay	\$10,350	\$3,065,000
WOODLAND ST	Barbara Ave.	End	0.08				0.08	Overlay	\$9,200	\$3,074,200
KEIGHLEY POND RD	Route 151	Route 66	0.45				0.45	Overlay	\$51,750	\$3,125,950
DEPOT HILL RD	Route 66	Gadpouch Rd	0.89				0.89	Overlay	\$102,350	\$3,228,300
							<b>3.99</b>		<b>\$703,850</b>	



# ANCHOR

ENGINEERING SERVICES, INC.

T: 860.633.8770  
F: 860.633.5971  
www.anchorengr.com

41 Sequin Drive • Glastonbury, CT • 06033

April 11, 2014

Philip Sissick, Director of Public Works  
Town of East Hampton  
One Public Works Drive  
East Hampton, CT 06424

Re: Phase II and III Roadway Improvement Projects  
Bid Results & Recommendation of Award

Dear Phil,

As requested, we have compiled the results of the Phase II and III Roadway Improvement Projects bids received as a result of the Town's *Invitation to Bid*. Further, we have evaluated these results and our findings and recommendations are described below.

### Background

Notice of the Invitation to Bid was published on February 21, 2014. A pre-bid meeting was held at the Town Hall on March 4, 2014 and 10 contractors, sub-contractors, or suppliers attended the pre-bid meeting. Two addenda to the bid package were issued to all pre-bid attendees.

### Bid Opening

The bids were opened at the Town Hall at 2:00 PM on March 20, 2014. Three (3) bids were received. Each of the bidders completed the administrative requirements of the bid process, including:

- Attendance at the Mandatory Pre-Bid Meeting which was held on 3/4/14 at 10:00am
- Written Acknowledgement of Addendums No. 1 & No. 2
- Completed and Submitted Non-Collusion Affidavit
- Completed and Submitted Qualifications Statement
- Submitted Bid Security in the amount of five percent (5%) of their bid

### The bidders and the total base bid prices provided were:

- |                                 |                 |
|---------------------------------|-----------------|
| • B&W Paving & Landscaping, LLC | \$ 1,934,963.00 |
| • Tilcon Connecticut, Inc.      | \$ 2,082,500.00 |
| • American Industries, Inc.     | \$ 2,312,000.00 |

Our conclusion from this is that the scope of work was clear to the contractors and that the bids are competitively priced.

Mr. Philip Sissick  
April 11, 2014  
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A complete comparison of the tabulated bid prices is attached.

#### Consideration of the Bids

There were 13 line items that were summed to achieve the total bid price. There were an additional 13 Alternate line (2 deduct alternatives and 11 add alternatives) included in the Contractors bids. In general, each of the bids, and specifically the low bids, seemed balanced on the whole, that is, the prices provided for the line items seemed generally proportional to the value of materials and labor required to complete the work for that line item.

#### Consideration of the Apparent Low Bidder

B&W has provided a lengthy list of projects completed within the past 2-3 years within the State of Connecticut. Many of these projects were of a similar nature to that of the Town of East Hampton's. For similar paving projects, most were performed directly for CT municipalities. Many of the projects listed were of a similar project value...at least 5 of the projects were valued at between \$1,500,000 and \$2,500,000 and others were of a higher value.

We have "checked" some of the project references provided by B&W and we have not found reason to be concerned with the company's quality of work or business practices. While some of the feedback indicated that their work should be monitored and prep work checked carefully prior to paving and that their scheduling needs to be monitored closely, all feedback indicated that other municipalities were satisfied with the final product.

Specific feedback we received is described below.

#### Reference Project: Town of Enfield - 2010 Road Reconstruction Program (\$2,596,546)

John Cabibbo, P.E. of the Town indicated that, "The quality of the work performed by B&W was generally acceptable. There are some issues with driveway aprons (not to layout spec) and bituminous curbing layout and installation. The project was substantially completed within the allotted contract calendar days...I am not aware of any unnecessary change order requests submitted by B&W. The only reservation is keeping a steady schedule."

#### Reference Project: Town of South Windsor - Pavement Restoration 2013 (\$1,744,619)

Jeff Doolittle, P.E. of the Town indicated that the Town was generally pleased with B&W's work. He indicated that the communication between their project manager and the Town and crew was poor at times, which is something to watch for. They did ask B&W to redo some prep work prior to paving, which they did without any issues. They had a few extras on the project, but nothing unwarranted. Overall, they would not discourage the Town of East Hampton from hiring B&W but suggested good oversight of their work to ensure a successful project outcome.

Mr. Philip Sissick  
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Reference Project: Town of Windham – Resurfacing of Various Streets and Parking (\$1,013,855)

Joe Gardner, P.E. of the Town indicated that, "They are a great firm. They have successfully paved roads in multiple years with no problems."

Recommendation

On the basis of the bid received and the generally favorable references, we recommend the contract be awarded by the Town of East Hampton to the low bidder B&W Paving & Landscaping, with a base bid amount of \$ 1,934,963.00. We also recommend that the work performed by B&W be monitored closely during construction to ensure compliance with the plans and specifications.

Please contact me should you wish to discuss the above.

Sincerely,



Matthew N. Brown, P.E.  
Associate

Enc.

Cc: Michael Maniscalco, Town Manager

BID TABULATION  
TOWN OF EAST HAMPTON  
PHASE II AND III ROADWAY IMPROVEMENTS PROJECTS  
BID OPENING: MARCH 20, 2014, 2:00 PM

ITEM NO.	BID ITEM	UNIT	Bidder		
			Tilcon	American Ind. Inc.	B&W
			BID UNIT PRICE	BID UNIT PRICE	BID UNIT PRICE
1	ALDENS CROSSING ROAD	LS	\$41,000.00	\$45,000.00	\$57,330.00
2	LONG CROSSING ROAD	LS	\$175,000.00	\$155,000.00	\$143,500.00
3	HOG HILL ROAD	LS	\$522,000.00	\$500,000.00	\$259,030.00
4	POCOTOPAUG LAKE ROADS (10 Roads Total)	LS	\$171,600.00	\$245,000.00	\$198,330.00
5	LAKE DRIVE	LS	\$224,500.00	\$189,000.00	\$150,030.00
6	NORTH MAPLE STREET	LS	\$124,500.00	\$153,000.00	\$160,980.00
7	HOG HILL ROAD	LS	\$154,200.00	\$149,000.00	\$167,380.00
8	SOUTH MAIN STREET	LS	\$121,700.00	\$159,000.00	\$148,430.00
9	POCOTOPAUG LAKE ROADS (11 Roads Total)	LS	\$218,300.00	\$323,000.00	\$315,330.00
10	HURD PARK ROAD	LS	\$155,500.00	\$145,000.00	\$132,330.00
11	CANDLEWOOD DRIVE	LS	\$23,500.00	\$49,000.00	\$45,350.00
12	TERP ROAD	LS	\$84,200.00	\$102,000.00	\$89,613.00
13	BAY ROAD	LS	\$66,500.00	\$98,000.00	\$67,330.00
Subtotal Base Bid			\$2,082,500.00	\$2,312,000.00	\$1,934,963.00
14	Deduct Alternative #1 - Reduce Item #5 work by 945 LF	LS	\$33,600.00	\$25,000.00	\$9,800.00
15	Deduct Alternative #1 - Reduce Item #10 work by 840 LF	LS	\$37,800.00	\$35,000.00	\$9,000.00
16	Add Alternative #1 - Single Catch Basin	EA	\$4,200.00	\$3,000.00	\$4,500.00
17	Add Alternative #2 - Double Catch Basin	EA	\$7,850.00	\$4,000.00	\$5,200.00
18	Add Alternative #3 - 15" HDPE Pipe	LF	\$136.50	\$100.00	\$85.00
19	Add Alternative #4 - 18" HDPE Pipe	LF	\$142.50	\$105.00	\$140.00
20	Add Alternative #5 - 24" HDPE Pipe	LF	\$148.50	\$125.00	\$140.00
21	Add Alternative #6 - Replace Overlay with Reclamation	SY	\$30.00	\$20.00	\$12.00
22	Add Alternative #7 - Replace Existing Bituminous Curbing	LF	\$20.00	\$10.00	\$16.00
23	Add Alternative #8 - New Bituminous Curbing	LF	\$10.00	\$9.00	\$6.00
24	Add Alternative #9 - Replace Existing Bituminous Apron	SY	\$55.00	\$60.00	\$27.00
25	Add Alternative #10 - New Bituminous Apron	SY	\$50.00	\$50.00	\$29.00
26	Add Alternative #11 - Replace Bituminous Sidewalk	SY	\$55.00	\$60.00	\$29.00
Bid Security Submitted			YES	YES	YES
2 Addendums Acknowledged			YES	YES	YES
Non-Collusion Affidavit			YES	YES	YES
Bidder Qualifications Statement			YES	YES	YES

## AGREEMENT

### BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between the Town of East Hampton (hereinafter called OWNER) B&W Paving & Landscaping, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project generally consists of all necessary work to complete roadway improvements as described on the Contract Plans and Specification. Improvement will include either full depth pavement reclamation, regrading, and installation of new bituminous concrete or installation of a new bituminous concrete pavement overlay after placement of a shim course of pavement. Additional work will include sawcutting existing bituminous concrete pavement, replacement of catch basin tops, resetting of existing catch basin tops, resetting of sanitary sewer manhole tops, installation of new bituminous concrete lip curbing, reconstruction of adjacent gravel and bituminous concrete driveway aprons and drainage improvements as shown on the plans or directed by the Owner

#### Article 2. ENGINEER

The Project has been designed by:

Anchor Engineering Services, Inc.  
41 Sequin Drive  
Glastonbury, Connecticut 06033  
Phone: (860) 633-8770

who is hereinafter called ENGINEER and who is to act as OWNER's representative from time to time, assume some duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER will perform most of the duties associated with processing applications for payments in lieu of ENGINEER.

#### Article 3. CONTRACT TIMES

- 3.1 The Work will be substantially completed within 120 calander days of issuance of Notice to Proceed as provided in paragraph 2.03 of the General Conditions and as modified by the Supplementary Conditions:

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER may suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER two hundred fifty dollars (\$250.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

- 4.1 In accordance with the Unit Price Schedule of the Contractor's Bid Proposal (BP-1 through BP-10)
- 4.2 The total estimated base price based on estimated quantities is \$1,934,963.00; Final payment will be based on actual quantities:

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Conditions and Supplementary Conditions.

- 5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

95% of Work completed (with the balance being retainage).

90% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 *Final Payment.* At the end of the One Year Correction Period, the CONTRACTOR shall submit to ENGINEER an Application for Payment of the retainage in accordance with paragraph 14.07 of the General Conditions.

#### Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

#### Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.0.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any

aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written solution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages A-1 to A-6, inclusive).
- 8.2 Exhibits to this Agreement (Exhibits A, B, C, D, E, ....).
- 8.3 Exhibit A – Contractor’s Certificate of Insurance
- 8.4 Exhibit B – Contractor’s Performance Bond & Payment Bond.
- 8.5 Exhibit C – Contractor’s Bid Proposal
- 8.6 Exhibit D – Bid Addenda #1 and #2
- 8.7 Exhibit E – Notice to Proceed
- 8.8 Exhibit F – Original Bid Documents
- 8.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.0.4 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.0.4 of the General Conditions.

#### Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement, in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 2014, (which is the Effective Date of the Agreement).

OWNER: Town of East Hampton

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: Michael Maniscalco, Town Manager

By: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices:

Address for giving notices:

20 East High Street

\_\_\_\_\_

East Hampton, CT 06424

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

BID TABULATION  
TOWN OF EAST HAMPTON  
PHASE II AND III ROADWAY IMPROVEMENTS PROJECTS  
BID OPENING: MARCH 20, 2014, 2:00 PM

			Bidder	Tilcon	American Ind. Inc.	B&W
ITEM NO.	BID ITEM	UNIT	BID UNIT PRICE	BID UNIT PRICE	BID UNIT PRICE	BID UNIT PRICE
1	ALDENS CROSSING ROAD	LS	\$41,000.00	\$45,000.00	\$57,330.00	
2	LONG CROSSING ROAD	LS	\$175,000.00	\$155,000.00	\$143,500.00	
3	HOG HILL ROAD	LS	\$522,000.00	\$500,000.00	\$259,030.00	
4	POCOTOPAUG LAKE ROADS (10 Roads Total)	LS	\$171,600.00	\$245,000.00	\$198,330.00	
5	LAKE DRIVE	LS	\$224,500.00	\$189,000.00	\$150,030.00	
6	NORTH MAPLE STREET	LS	\$124,500.00	\$153,000.00	\$160,980.00	
7	HOG HILL ROAD	LS	\$154,200.00	\$149,000.00	\$167,380.00	
8	SOUTH MAIN STREET	LS	\$121,700.00	\$159,000.00	\$148,430.00	
9	POCOTOPAUG LAKE ROADS (11 Roads Total)	LS	\$218,300.00	\$323,000.00	\$315,330.00	
10	HURD PARK ROAD	LS	\$155,500.00	\$145,000.00	\$132,330.00	
11	CANDLEWOOD DRIVE	LS	\$23,500.00	\$49,000.00	\$45,350.00	
12	TERP ROAD	LS	\$84,200.00	\$102,000.00	\$89,613.00	
13	BAY ROAD	LS	\$66,500.00	\$98,000.00	\$67,330.00	
Subtotal Base Bid			\$2,082,500.00	\$2,312,000.00	\$1,934,963.00	
14	Deduct Alternative #1 - Reduce Item #5 work by 945 LF	LS	\$33,600.00	\$25,000.00	\$9,800.00	
15	Deduct Alternative #1 - Reduce Item #10 work by 840 LF	LS	\$37,800.00	\$35,000.00	\$9,000.00	
16	Add Alternative #1 - Single Catch Basin	EA	\$4,200.00	\$3,000.00	\$4,500.00	
17	Add Alternative #2 - Double Catch Basin	EA	\$7,850.00	\$4,000.00	\$5,200.00	
18	Add Alternative #3 - 15" HDPE Pipe	LF	\$136.50	\$100.00	\$85.00	
19	Add Alternative #4 - 18" HDPE Pipe	LF	\$142.50	\$105.00	\$140.00	
20	Add Alternative #5 - 24" HDPE Pipe	LF	\$148.50	\$125.00	\$140.00	
21	Add Alternative #6 - Replace Overlay with Reclamation	SY	\$30.00	\$20.00	\$12.00	
22	Add Alternative #7 - Replace Existing Bituminous Curbing	LF	\$20.00	\$10.00	\$16.00	
23	Add Alternative #8 - New Bituminous Curbing	LF	\$10.00	\$9.00	\$6.00	
24	Add Alternative #9 - Replace Existing Bituminous Apron	SY	\$55.00	\$60.00	\$27.00	
25	Add Alternative #10 - New Bituminous Apron	SY	\$50.00	\$50.00	\$29.00	
26	Add Alternative #11 - Replace Bituminous Sidewalk	SY	\$55.00	\$60.00	\$29.00	
Bid Security Submitted			YES	YES	YES	
2 Addendums Acknowledged			YES	YES	YES	
Non-Collusion Affidavit			YES	YES	YES	
Bidder Qualifications Statement			YES	YES	YES	

**TOWN OF EAST HAMPTON  
AGENDA REPORT**

AGENDA ITEM: 66

DATE: May 13, 2014

SUBJECT: **Town & Board of Education Insurance/Risk Consultant**

DEPARTMENT: Town & Board of Education

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**BACKGROUND**

The Town of East Hampton has historically maintained a broker of record relationship with respect to our property and liability coverage. This relationship has resulted in the broker receiving a commission from the insurance carriers which was then included in our overall premium. The current year estimated commission is \$32,000.

The purpose of the RFP is to solicit from prospective firms, Insurance and Risk Management Services and to identify the party most likely to successfully represent the Town and Board of Education in its desire to minimize rate increases for all Liability-Auto-Property (LAP) and worker's compensation insurances, analyze current plans and recommend future plans. It is also designed to select a firm best suited to help reduce loss drivers and identify additional ways to reduce insurance related expenses.

The Town's insurance broker currently places Property/Casualty insurance for it and the Board of Education from Trident Insurance Services, an administrator using AIG and Argonaut Insurance Company. Public officials and employment practices liability is insured through Indian Harbor Insurance Company. Worker's Compensation coverage for Town/BOE employees is purchased direct through CIRMA. Total premiums for the 7/1/2013-14 Town/BOE liability-auto-property coverage is approximately \$320,000, and 7/1/2013-14 Town Worker's Compensation premiums for the current fiscal year are \$270,000.

The following coverages are currently in force and are renewed annually:

- General liability
- Personal injury
- Automobile liability
- Uninsured/Underinsured motorists
- Law enforcement liability
- Public Officials liability
- School leaders liability
- Excess liability
- Property
- Automobile physical damage
- Equipment breakdown
- Crime
- Worker's Compensation for Town/BOE employees

**The selected firm will be able to provide the following services to the Town/BOE:**

- 1) Solicit proposals from qualified insurance carriers who are experienced and familiar with working with Connecticut municipalities on an annual or as needed basis.
- 2) Develop bid specifications to be submitted to the municipal marketplace for which proposals are sought.
- 3) Evaluate submitted proposals by insurance carriers relative to compliance with insurance specifications, cost and ability to perform as required including relative solvency.
- 4) Review worker's compensation injuries and make recommendations to control losses.
- 5) Provide a detailed report of solicited policy renewal options available to the Town of East Hampton.
- 6) Annual review of Workers Compensation prospective funding and underwriting renewal analysis including but not limited to the examination of claims experience, administrative services, legislative updates, network discounts, billing rate tiers resulting in effective and constructive negotiations with vendors
- 7) Assist the Town of East Hampton in determining funding mechanisms for new or newly discovered exposures.
- 8) Review current experience, claims, and market trends, and assist in negotiating cost savings & renewal premiums with insurance providers on an as needed basis.
- 9) Periodically review the liability and worker's compensation insurance plans, claims, and fees and provide a reasonability analysis in comparison with industry norms.
- 10) Ongoing risk/loss exposure identification, with suggestions for appropriate insurance and non-insurance treatment.
- 11) Audit all policies, endorsements, rating adjustments, etc.
- 12) Recommend proper limits, deductibles and coverage for exposures common to municipalities and specific to the Town of East Hampton; provide unbiased and advantageous alternatives.
- 13) Assist the Finance Department in the development of property and casualty and worker's compensation premium estimates to be incorporated into the annual budget, including attendance at leadership and/or public meetings.
- 14) Advise the Town of East Hampton on new developments in the field of municipal/education insurance and/or bonding.
- 15) Review and comment on carrier management reports/utilization. Meet with Town representatives and BOE as required.
- 16) Attendance at safety committee meetings as required.
- 17) Assist the Town by reviewing current loss prevention and reduction services, including but not limited to reviewing existing programs, training, and procedures.
- 18) Review of Certificates of Insurance provided by vendors and suppliers to the Town (some of these name The Town as an additional insured party); analysis of risk transfer options including indemnity agreements with Town vendors and contractors.
- 19) Upon request, provide timely, written interpretation of coverage.
- 20) Represent Town in communications with carriers regarding coverage issues.
- 21) When requested, assist in ascertaining replacement cost value for property.
- 22) Assisting in the settlements of disputes between the Town and the Town's insurers.
- 23) Review claim reserves

A committee consisting of the Finance Director, Board of Education Business Manager and Public Works Director interviewed the three firms and unanimously recommends USI Insurance Services LLC (USI). We believe that USI is highly skilled and fully knowledgeable of the municipal Property-Casualty and worker's compensation insurance field and will take a proactive approach in advising the Town on all aspects of its coverage. USI works with many Connecticut towns and school districts our size and provides the broadest and most detailed approach to finding ways to reduce our expenses inside and outside our insurance programs.

<b>Fiscal Year</b>	<b>USI</b>	<b>H.D. Segur</b>	<b>AFS&amp;V</b>
13-14	\$ -	\$ 2,500	\$ -
14-15	\$ 25,000	\$ 20,000	\$ 18,500
15-16	\$ 25,000	\$ 20,000	\$ 18,500

**RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to contract with USI Insurance Services LLC for Insurance/Risk Management Consulting Services.

**ALTERNATIVE ACTIONS**

Continue with our current broker relationship.

**FISCAL IMPACT** The cost for FY 14-15 and FY 15-16 is \$25,000 per year and shall be equally paid for by the Town and Board of Education.



**LEGAL NOTICE**

**Town of East Hampton**  
Connecticut 06424

**ANNUAL TOWN BUDGET MEETING**  
**TUESDAY, MAY 27, 2014**  
**TOWN HALL MEETING ROOM**  
**6:15 P.M.**

**TOWN COUNCIL**

Barbara W. Moore  
*Chairperson*

Kevin Reich  
*Vice Chairman*

Patience Anderson  
Ted Hintz, Jr.

George Pfaffenbach  
Mark Philhower  
Philip Visintainer

The electors of the Town of East Hampton and those entitled to vote at town meetings are hereby notified that the Annual Town Budget Meeting will be held in the Meeting Room at the East Hampton Town Hall at 20 East High Street in said Town of East Hampton on Tuesday, May 27, 2014, at 6:15 p.m., which meeting is held for the following purposes:

1. To take action pursuant to Section 7 - 7 of the Connecticut General Statutes to set the time and date for referendum by "YES" or "NO" vote on voting machines for the approval or disapproval of the Annual Budget for fiscal year 2014 - 2015 as recommended by the Town Council.
2. To discuss any other matter proper to come before said meeting.

**EAST HAMPTON TOWN COUNCIL**

Barbara Moore, Chairperson  
Kevin Reich, Vice Chairman  
Patience Anderson  
Ted Hintz, Jr.  
George Pfaffenbach  
Mark Philhower  
Philip Visintainer

Home



The Voice of Our Lakes

Home

## The Connecticut Federation of Lakes

is a nonprofit, volunteer organization created to share collective experiences in lake management and protection.

### ***Make Aquatic Invasive Species an Issue in the 2014 Legislative Session***

It is crystal clear that more needs to be done in Connecticut to address our aquatic nuisance species challenges and it is even clearer that what is lacking is adequate funding. In recent months CFL members have discussed this dilemma with State legislators. In response one of those legislators, State Senator Clark Chapin (30th District), organized an informational forum on AIS that was held for the Environment Committee at the Legislative Office Building on Tuesday, January 28, 2014.

Click [here](#) to watch the AIS forum for the Environment Committee.

It is critically important that State legislators hear from their constituents that Connecticut must find appropriate funds to better address this ever-growing problem. Please help get the word out. The link below will bring you to our webpage where you can find your legislator and download one of a variety of letters to use to get the word out.

[Make AIS an Issue this Legislative Session](#)



### ***New England Lakes Conference coming to Connecticut in June***

The New England Lakes Conference is coming to Connecticut this June 13 & 14, 2014 so mark your calendars now. The theme of the conference is **Green Ideas for Blue Lakes** with a focus on what homeowners can do to protect their lake.

#### **Register here!**

To register or for more information on the conference, including a preliminary program and overnight accommodations, click [here](#).

#### **Other Featured Links...**

#### **Dr. Stewart Chute of CT DPH discusses State's guidance for blue-green blooms in recreational freshwaters at Annual Meeting**

At the CFL's Annual meeting on April 16, 2014, Dr. Stewart Chute of the Connecticut Department of Public Health discussed the State's guidance for blue-green algal blooms in recreational freshwater with the members of the CFL. To see Dr. Chute's presentation, click [here](#).

#### **Be sure to read about Harmful Algal Blooms under HOT TOPICS.**

At a recent forum in Brookfield, CT presentations on Harmful algal blooms, cyanobacteria and public health here provided. To view those presentations, click [here](#).

#### **CT Lakes Grant Program**

The CT DEEP has asked the State Bond Commission to allocate \$687,805 dollars to the CT Lakes Grant Program. The CT Legislature authorized the funding in 2007 but it was never authorized by the State Bond Commission. To see the CFL's letter to Governor Malloy, who sets the agenda of the Bond Commission, click [here](#).

#### **CHANGES TO CFL Membership**

In efforts to increase membership and support the Board of the CFL voted to temporarily forego annual dues, provide free membership to interested parties, and transition to an electronic format for our newsletters. By clicking the On-line registration form below and filling in required fields you will become a member and receive the regular newsletters via email. Click here for more information.

[CFL Membership Registration](#)



### Who We Are and What We Do

The Connecticut Federation of Lakes is a non-profit, membership organization – of shoreline property owners, lake users, community associations and others – that cares about and works to protect and improve the health of lakes and ponds in Connecticut.

➤ **CFL is the voice for lakes in Connecticut.**

We work for all who enjoy the State's over 3,000 named lakes and ponds. These are beautiful yet fragile resources that yield immense recreational, commercial, environmental and aesthetic benefits.

➤ **CFL advocates for legislation and regulations**

at the state and local level. These actions help preserve, protect and enhance the health and quality of our lakes and ponds and the watersheds that surrounds them.

➤ **CFL increases public awareness** – especially among shoreline property owners and all lake users – of the emerging or continuing threats to the health of Connecticut's lakes and ponds and the actions that are needed to be "LakeSmart."

➤ **CFL helps shoreline property owners** and lake users organize into local, community associations so they can better focus on local priorities, and reach out to other residents and users to enlist their aid in protecting nearby lakes and watersheds.

Our mission is to work together – for you and with you – to achieve healthier lakes and watersheds across Connecticut.

To learn more or to join, contact us at:

[www.cflakes.org](http://www.cflakes.org)

## CONNECTICUT FEDERATION OF LAKES

### How You Can Help

- Take the "LakeSmart Pledge"
- Participate in the CFL's Secchi Disk Monitoring Program
- Support the CFL!

Donations in any amount are appreciated!

We invite you to learn more – or join with us as the Voice for Connecticut's Lakes! Just contact us online at: [www.cflakes.org](http://www.cflakes.org).

Please mail checks payable to the CFL and other inquiries to:

CFL  
PO Box 216  
Windsor, CT 06095

"The only way small lakes will receive the attention they deserve will be through the strengthening of private, non-profit lake management associations. Through their bylaws and budgets, they can accomplish what agencies cannot, which is to concentrate attention on a single place, rather than many, to protect their own little shared piece of heaven."

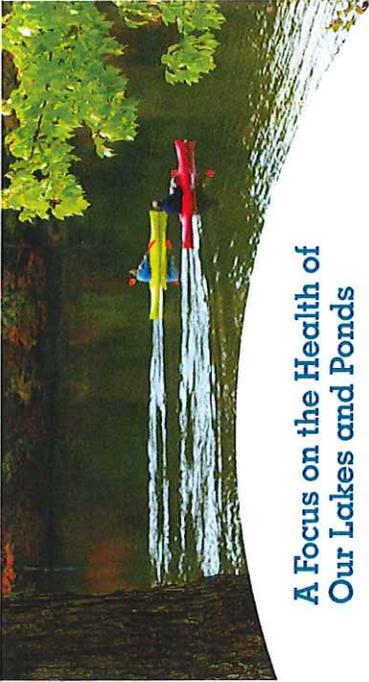
"I wrote a similar statement several years ago for my book *Beyond Walden* (2009). The statement is just as true today, if not more so. And the CFL is the single most effective means for building these essential groups in the state."

Robert Thorson, PhD  
Faculty, University of Connecticut  
Columnist for Hartford Courant  
Author of *Beyond Walden* (2009)



# THE VOICE FOR CONNECTICUT'S LAKES

CONNECTICUT  
FEDERATION OF LAKES  
[www.cflakes.org](http://www.cflakes.org)



## A Focus on the Health of Our Lakes and Ponds

Connecticut's lakes and ponds are fragile ecosystems – and the environmental threats they face are varied and serious. These include:

- Overdevelopment of the shoreline and nearby watershed;
- Increasing amounts of storm water runoff and erosion;
- Nutrient-loading due to excessive use of lawn fertilizers and failing septic systems; and
- The proliferation of exotic species.

The good news – these threats are also manageable and some even reversible.

The CFL **alerts** the public to the increasing and evolving threat of environmental degradation. We **enlist** and **mobilize** similar-minded people at the local level and **collaborate** with other CT organizations with mutual goals and objectives so our efforts have more impact.

## CONNECTICUT FEDERATION OF LAKES

### ▶ EDUCATION

The CFL regularly hosts meetings of lake and watershed advocacy groups in CT to share information, coordinate efforts and establish priorities.

We collaborate with regional and national lake advocacy groups. We have served as the host for the prestigious North American Lake Management Society (NALMS) Conference in 2009 and have hosted major conferences of the New England chapter of NALMS.

The CFL coordinates closely with experts and regulatory authorities in the Connecticut Department of Energy and Environmental Protection (CT DEEP) and the CT Agricultural Experiment Station.

We bolster public awareness of the need to protect lakes and watersheds via an annual outreach effort each summer. The CFL distributes information materials, conduct attention-getting activities, and invite elected local officials to participate in our Lakes Awareness Week each summer.



## Our Accomplishments – How We Help

### ▶ ADVOCACY

The CFL heightened statewide awareness of the importance of lakes and ponds by successfully advocating for the inclusion of lakes and ponds in the *State's Plan of Conservation and Development*, assuring that each of the 169 municipalities consider the need to protect these important natural resources.

We successfully advocated and helped pass important legislation limiting the use of phosphorus fertilizers on lawns. This helps reduce a significant source of cultural eutrophication, or the nutrient enrichment of our lakes and ponds, which can result in the growth of noxious algae blooms.

The CFL was key in helping develop and pass legislation concerning the control of invasive aquatic plant species.

We successfully advocated for the need to broaden invasive species legislation to encompass newer threats from invasive animal species, such as zebra mussels.

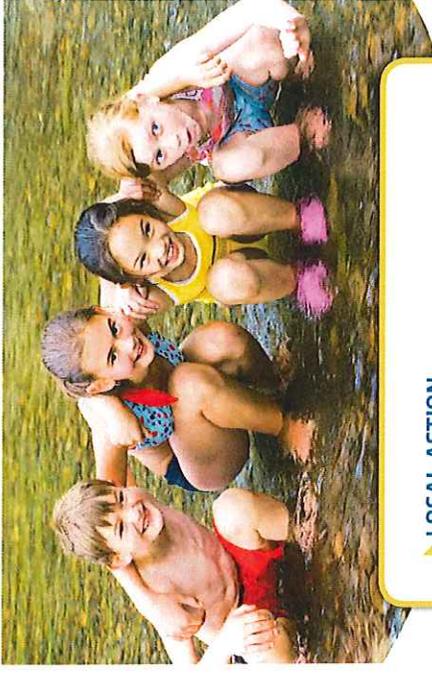
### ▶ LOCAL ACTION

The CFL helped CT DEEP develop a grant program to aid lake stakeholders who want to organize as a lake or watershed association. This provided support for start-up costs as well as funding for existing groups that wanted to become more active in protecting lakes and watersheds.

We aided the CT DEEP effort to develop and expand an innovative volunteer program to help stem the spread of invasive species. Volunteer Launch Monitors are trained in identifying invasive species and the proper method of inspecting and decontaminating boats, trailers and other marine gear.

The CFL monitors and shares successful efforts to bolster local land use regulations that are aimed at protecting lakes and watersheds. These include Plans of Conservation and Development, Zoning Regulations, and Inland Wetlands regulations for lakeside development and storm water management.

We assist lake groups in developing the capability to monitor water clarity long-term via unique tools called Secchi disks. Since 2004 we've also compiled and shared the water quality data to track regional and statewide trends.



Chatham Historical Society, Inc. Est. 1963  
6 Bevin Blvd.  
East Hampton, CT 06424

Sandy Doran, President  
Phone: 860-267-8953  
ChathamHistoricalSocietyCT.org



April 6, 2014

Water Pollution Control Authority

Gildersleeve Drive

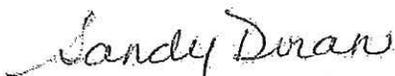
East Hampton, CT 06424

Dear Mr. Susco,

The Chatham Historical Society is requesting that the WPCA waive all of the fees for water and sewer hookups to the museum building on Bevin Boulevard.

Thank you very much.

Sincerely,



Sandy Doran, President

Chatham Historical Society

## Sirois, Cathy

---

**From:** Maniscalco, Mike  
**Sent:** Thursday, April 10, 2014 11:06 AM  
**To:** Sirois, Cathy  
**Subject:** FW: Request of Chatham Historical Soc  
**Attachments:** CHS request.pdf

Please add for Council meeting

### **Michael Maniscalco, MPA**

Town Manager  
Town of East Hampton  
20 E. High St.  
East Hampton CT, 06424

860-267-4468

Follow us on Twitter @EHTown\_manager

---

**From:** VINCENT SUSCO [<mailto:vsusco@sbcglobal.net>]  
**Sent:** Thursday, April 10, 2014 10:36 AM  
**To:** Maniscalco, Mike  
**Cc:** Sirois, Cathy  
**Subject:** Request of Chatham Historical Soc

Attached you find a request from the CHS to waive all connections fees associated with their water and sewer hookup.

The Sewer connection charge (\$2,500.00) will be discussed at the 5/6 WPCA. meeting and I presume they will waive it.

The WPCA cannot authorize the water action as that budget is controlled by the Town.

For the water connection charge (\$3,925.00) that will take TC authorization. Please make this request part of your Managers report for the 4/22 TC meeting.

If approved we will require a copy of the minutes waiving the charge.

*Town of East Hampton*  
Water Pollution Control Authority  
P.O. Box 218, 20 Gildersleeve Drive  
East Hampton, Connecticut 06424-0218  
Telephone (860) 267-2536, Fax (860) 267-9913

May 7, 2014

Mrs. Sandy Doran, President  
Chatham Historical Society  
6 Bevin Boulevard  
East Hampton, CT 06424

Re: Request of April 6, 2014 Water and Sewer Waiver

Dear Mrs. Doran:

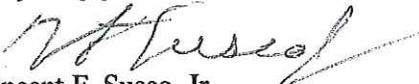
Thank you for your recent inquiry. Please allow me to update you.

Your request for a waiver from the Town's water connection charge (\$3,925.00) and the water Permit Fee (\$100.00) has been forwarded to the Town Council for action. The WPCA does not have the authority to grant that request.

Last evening the WPCA discussed your request for a waiver from the sewer connection charge (\$2,500.00) and gravity sewer permit fee (\$165.00). The WPCA has had previous requests for a waiver of municipal – owned and other tax-exempt properties that connect to the sewer system. Unfortunately, pursuant to Chapter 103 Section 7-255 of the Connecticut State Statutes that regulates Water Pollution Control Authorities we cannot waive the connection fee as your property must be charged under the same conditions as all other property owners. We must point out the Town properties such as the Volunteer Ambulance Association, Town Hall, Schools and even non-profits such as Churches and Epoch Arts have paid either a *Beneficial Assessment* or a *Connection Charge*.

I can tell you that operating fees such as the gravity sewer permit fee have been waived and I am pleased to inform you that the WPCA approved the permit fee waiver at last evenings meeting.

Very truly yours,

  
Vincent F. Susco, Jr  
Public Utilities Administrator

C: Michael Maniscalco, Town Manager  
Members of the WPCA

**TOWN OF EAST HAMPTON  
AGENDA REPORT**

Agenda Item: 9a

Item to be presented by: VFS

DATE: May 7, 2014

SUBJECT: 2014/15 Public Water System Operating Budget & Water Rate Recommendation  
First Reading

DEPARTMENT: WPCA

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RECOMMENDED ACTION –to approve the 2014/15 Operating Budget for the two Community Water Systems owned by the Town and operated by the WPCA

BACKGROUND – The operating budget for the two (2) public water systems has been recommended by the WPCA at its' regular scheduled meeting of May 6, 2014. As with past budgets it was developed based upon current operating conditions and known operational changes necessary to operate the systems as efficiently as possible. The recommended budget for both systems totals \$118,993.00 and represents an increase of 1.12% or \$1,315.00 over last year.

**Village Center Water System**

The VCWS continues to perform within parameters. Since being placed on line in 2009 we have experienced very few mechanical issues, however, this year we saw an increase in alarms as a result of the air stripper. These alarms did not affect water quality however, we have increased the budget should this be a trend that continues.

During the year we added one new customer at 97 Main Street bringing the total to 29 customers.

**Royal Oaks Water System**

ROWS continues to suffer from very poor raw water quality. During the year well pump #4 failed. The cost to reconditioning the well (Aqua Freed process), installing the Aqua Guard preventative well maintenance system, new pump and auto flush valve totaled \$18,481.48.

A Sanitary Survey was conducted by the Department of Public Health on July 10, 2013. There were no Regulatory Violations at the time of the survey.

The last of the original iron and manganese filters has been replaced. Bringing our treatment capacity up to 7.5 cubic feet, an increase of 2.5 times over what was originally installed by the developer. We will be contracting Subsurface Technologies of Rock Tavern, New York to perform well cleaning and rehabilitation of Well #3 and now well #4 in order to minimize the iron concentration in the raw water and preserve pump life.

During the year the system experienced two violations under the Safe Water Drinking Act, both were color exceedances. Color associated with rock wells is common in East Hampton. These events required the delivery of Tier 2 notices to all customers which was accomplished as part of

the monthly billing. Color violations are not associated with any health effects, however, they are indicators that a possible health concern may exist and require that we provide for additional disinfection which has become part of the standard operational procedure.

This budget reflects known operation adjustments and maintenance procedures that have become routine with the full build-out of the system. From time to time “failure to pay” does require termination of service, however, revenues continue to support the operation of the system.

WATER RATE RECOMMENDATION:

Based on the information provided in the Tighe & Bond 2013 Connecticut Water Rate Survey, typical 2013 annual water costs, for 72,000 gallons per year, in Connecticut ranged from a low of **\$161** per household to a high of **\$814**. The 2013 average was **\$467** per household, representing an 11.6% increase over the 2011 average. The 2013 median is **\$458** per household.

The 2014/15 budget of \$118,993.00 will require an increase in water rates. A proposed increase of 2.0% (\$0.25) in the Equivalent Meter Units and a 2.0% (\$0.11) in the Commodity Charge has been recommended by the WPCA bringing the charges for the new fiscal year to \$12.50/EMU and the commodity charge to \$5.45/1000 gallons. Projected annual cost of 72,000 gallons with the recommended rates is \$541.80. As in previous years we have reviewed the water rate structure of our pier group containing 6 water utilities (4 municipal and 2 private).

Comparable annual cost summary based upon 72,000 gallons:

- MDC Glastonbury Division (M) - \$629.00
- Connecticut Water Company (P) – Baker Hill/Spice Hill \$661.00
- Town of Colchester (M) - \$566.00
- Aquarion Water Company (P) – Boulder Road area \$561.00
- Town of East Hampton (M) - \$541.80**
- Town of Portland (M) - \$432.00
- Town of Middletown (M) - \$308.00

ALTERNATIVE ACTIONS – at the discretion of the Town Council

FISCAL IMPACT – variable depending upon the ultimate action of the Town Council.



# ***2014 – 2015 Public Water Systems Operation Budget***

***63-59-0000-XXXX VCWS  
63-59-0590-XXXX ROWS***

***Recommended by WPCA: May 6, 2014***

***First Reading Date: May 13, 2014***

***Public Hearing Date: June 3, 2014***

***Town Council Adoption: June XX, 2014***

*Drop in Location:*  
20 Gildersleeve Drive  
East Hampton, CT 06424

**East Hampton Water Pollution Control Authority**  
**Community Water Systems Fiscal Year Budget - 2014-15**

**REVENUES**

Residential Consumption Estimated

	<b>VCWS</b>	<b>ROWS</b>	
daily production (gals.)	7,500	10,000	
Est. daily cons./unit (gals.)	259	120	
Mthly. commodity cost (\$/1000gals.)	\$5.45	\$5.45	
Monthly commodity charge (\$)	\$40.88	\$54.50	
Monthly meter cost (1EMU = X.XX)	\$12.50	\$12.50	
<hr/>			
Per unit monthly cost (\$)	\$53.38	\$67.00	
Homes/units	29	83	
Estimated monthly revenue	\$1,548	\$5,561	
Est. <u>Residential</u> yearly revenue	<u>\$18,574.50</u>	<u>\$66,732.00</u>	<u>\$85,307</u>
	<b>Ctr. Sch.</b>	<b>Mem. Sch.</b>	
Monthly meter cost (15 EMU = \$X.XX)	\$187.50		
daily consumption (gals/day)	<b>500</b>		
Monthly commodity charge (\$)	\$81.75		
Monthly meter cost (20 EMU = \$X.XX)		\$250.00	
daily consumption (gals/day)		<b>2,000</b>	
Monthly commodity charge (\$)		\$327.00	
Estimated monthly revenue	\$269.25	\$577.00	
Est. <u>Institutional</u> yearly revenue	<u>\$3,231.00</u>	<u>\$6,924.00</u>	<u>\$10,155</u>
Estimated total revenue 13/14	\$21,805.50	\$73,656.00	\$95,462
Transfer From Annual Town Budget..... Village Water System			\$23,532
<hr/>			
Proposed fiscal year Operating Budget			\$118,993



## Community Water Systems Expense Budget 2014-15

### EXPENDITURES

	Approved 13-14 Budget	Proposed 14-15 Budget	\$ +/-	% +/-
5120 - PIT Seasonal PIR	5,128	5,128	0	0.00%
5220- Social Security (.062)	318	318	0	0.00%
5122 - Medicare (.0145)	74	74	0	0.48%
5319 - Meetings/Conf.	1,075	1,075	0	0.00%
5330 - Prof/Tech Services	7,600	5,786	(1,814)	-23.87%
5430 - Bldg & Equip. Mnt & Rep.	17,650	18,300	650	3.68%
5436 - UTT/Oper. Labor	26,250	27,038	788	3.00%
5520 - Prop/Liab Ins	3,087	3,087	0	0.00%
5530 - Communications	1,800	1,800	0	0.00%
5540 - Newspaper Advertising	150	150	0	0.00%
5580 - Travel	6,000	6,000	0	0.00%
5590 - Other Purch. Services	10,881	11,573	692	6.36%
5611 - Off Supp/Minor Equip/Material	200	200	0	0.00%
5615 - Uniform Allowance	300	300	0	0.00%
5622 - Electricity	18,900	18,900	0	0.00%
5627 - Motor Fuel (Veh & Gen)	1,250	1,250	0	0.00%
5680 - Chemicals	9,000	10,000	1,000	11.11%
5690 - Other Supp/Materials	900	900	0	0.00%
5744 - Computer Equip	75	75	0	0.00%
5810 - Dues & Fees	1,140	1,140	0	0.00%
5923 - Oper. Transfer to S.F.	2,500	2,500	0	0.00%
5980 - Res for Cap & NR	1,000	1,000	0	0.00%
5990 - Contingency	2,400	2,400	0	0.00%
<b>TOTAL</b>	<b>117,678</b>	<b>118,993</b>	<b>1,315</b>	<b>1.12%</b>



## 2014-15 Individual Water System Expense Breakdown

EXPENDITURES	25%			
	TCWS	ROWS	Mem Sch	Total
5120 - P/T Seasonal PIR	2,564	1,923	641	5,128
5220 - Social Security (.062)	159	119	40	318
5122 - Medicare (.0145)	37	28	9	74
5319 - Meetings/Conf.	500	406	169	1,075
Certification Training	125	125	75	
Conf./Seminars	375	281	94	
5330 - Prof/Tech Services	2,539	2,601	646	5,786
DOHS Water Quality Testing	2,329	1,811	621	
Misc. Engr.		500		
B102 Tank Insp/engr	n/a	n/a	n/a	
Annual Auditing Reports	210	290	25	
5430 - Bldg & Equip. M & Rep.	3,650	13,550	1,100	18,300
JF Labor	250	500		
well pump replacement	750	750	750	
Dist/WTP system maint.	1,500	500	150	
plumbing parts & repairs	400	800	200	
Greensand Solenoid Valves		2,500		
Greensand media changeout		2,750		
Emrg. Gen. Maint. & An. Insp.	750	750		
Storage tank cleaning				
Aqua Guard		5,000		
5436 - UTT/Oper. Labor	13,519	13,519		27,038
5520 - Prop/Liab Ins (Inc 10%)	1,543	1,301	242	3,087
5530 - Communications	900	675	225	1,800
5540 - Newspaper Advertising	75	75		150
5580 - Travel	3,000	3,000		6,000
5590 - Other Purch. Services	3,172	8,303	98	11,573
Billing Administration (112 cust.)	2,297	6,278	73	
Shut offs/Final bills	100	400		
Locate leaks/R & R meter & radio	150	300		
Flushing water mains 2X/yr	450	1,300		
Annual Cross Connection Report	175	25	25	
5611 - Office Supplies	100	75	25	200
5615 - Uniform Allowance	150	112	38	300
5622 - Electricity	9,450	9,450		18,900
5627 - Motor Fuel (Veh & Gen)	600	600	50	1,250
Veh. \$200/200/50 - Gen. \$400/400				
5680 - Chemicals	1,750	6,000	2,250	10,000
5690 - Other Supp/Materials	600	300		900
5744 - Computer Equip	25	25	25	75
5810 - Dues & Fees	570	521	49	1,140
AWWA	45	34	11	
CWWA	150	113	38	
DEEP Annual Diversion permit	250	250		
DEEP Generator Permit	125	125		
5923 - Oper. Transfer to S.F.	1,000	1,000	500	2,500
5980 - Res for Cap & NR	500	375	125	1,000
5990 - Contingency	1,200	900	300	2,400
<b>TOTAL</b>	<b>47,603</b>	<b>64,859</b>	<b>6,531</b>	<b>118,993</b>
Approved Operating Budget 13-14	50,984	56,034	10,660	\$ 117,678
"+/-	(3,381)	8,825	(4,129)	1,315
"+/-	-6.63%	15.75%	-38.73%	1.12%

## **Chapter 117. PURCHASING**

**[HISTORY: Adopted by the Town Council of the Town of East Hampton 10-30-2001 (Ord. No. 12.07). Amendments noted where applicable.]**

### **GENERAL REFERENCES**

Code of Ethics -See Ch. E.

#### **§ 117 -1. Declaration of policy.**

It is the intent of the Town to provide consistent rules for the purchase of equipment, services, supplies and materials to facilitate efficient municipal operations and to provide fairness to all parties, including but not limited to individuals, corporations, or government agencies whose equipment, services and supplies are purchased by the Town of East Hampton, including the Board of Education. Purchases shall be made considering price, quality and availability as important determining factors in the selection of equipment, services and supplies.

Where Federal or State law or regulations including grant requirements require other procedures, such other procedures will be followed in lieu of those specified within this policy.

#### **Responsibility for Compliance**

Compliance with this Purchasing Policy shall be monitored as follows:

- The Town Manager shall bear primary, non-delegable responsibility for ensuring compliance with this policy. The Superintendent of Schools shall bear primary, non-delegable responsibility for ensuring compliance with this policy for purchases made by the Board of Education (BOE).
- All employees, including Department Heads, supervisors and any other authorized personnel who make purchases for the Town are responsible for following the provisions outlined in this policy and the purchasing procedures manual when making purchases with Town funds.

#### **§ 117 -2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated as follows:

#### **BID / REQUEST FOR PROPOSAL (RFP)**

A notice in writing in a sealed envelope delivered to the Town Manager (or designee) or Superintendent of Schools (or designee), as the case may be, by a specified date, to be opened in public at a specified date and time by the Town Manager (or designee) or by the Superintendent of

Schools (or designee), as the case may be, whereby a vendor informs the Town of the price for which he/she shall furnish supplies, materials, equipment, or services to the Town.

**CAPITAL EQUIPMENT**

Equipment, including rolling stock, vehicles, machinery, etc., other than supplies, which is used to provide a service to the community.

**QUALIFIED**

Meeting such qualifications as the Town may set forth in its requests for bids, quotations, or proposals.

**QUOTATION**

A notice, in writing, whereby a vendor informs the Town of the price for which he/she will furnish supplies, materials, equipment or services to the Town. A written promise from a supplier, vendor, contractor or professional guaranteeing the cost of specific supplies, materials, equipment or services. Any and all quotes deemed not to be in the best interests of the Town may be rejected and any quote deemed to be in its best interests may be accepted.

**RESPONSIBLE**

Having the experience and financial strengths, in the reasonable judgment of the Town, necessary to perform in the delivery of services, materials, equipment or supplies.

**SERVICES**

Includes contractual services rendered to the Town by a vendor.

**SUPPLIES**

Goods in a manufactured state kept in the ordinary course of business for regular use or consumption.

**MATERIALS**

Basic ingredients in a relatively raw, unrefined or unmanufactured state that may be worked into a more finished form (i.e., sand, wood, asphalt).

**TOWN**

All Town agencies, including the Board of Education and excluding Town of Colchester-Town of East Hampton Joint Facilities (Joint Facilities).

**STUDENT EDUCATIONAL**

Shall mean tuition paid to public or private institutions as well as special education services provided to children as identified in the child's Individualized Educational Program (IEP).

**LEGAL SERVICES**

Services provided by firms and individuals licensed to practice law in the state of Connecticut.

## PROFESSIONAL ENGINEERING

A person or firm who is licensed to practice in the State of Connecticut and qualified by reason of his knowledge of mathematics, the physical sciences and the principles of engineering, acquired by professional education and practical experience, to engage in engineering practice, including rendering or offering to render to clients any professional service such as consultation, investigation, evaluation, planning, design or responsible supervision of construction, in connection with any public or privately-owned structures, buildings, machines, equipment, processes, works or projects in which the public welfare or the safeguarding of life, public health or property is concerned or involved.

### **§ 117-3. Purchases of capital equipment, services, materials and supplies.**

All purchases in excess of \$2,000 require a purchase order, standing purchase order or requisition. The following requirements shall govern the purchase of supplies, equipment and services:

- A. If the estimated value is less than \$10,000, the department or agency head may make the purchase after careful review of the most competitive price considering the quality of the proposed purchased items.
- B. If the estimated value is equal to or greater than \$10,000 but less than \$20,000, the purchase may be made with the approval of the Town Manager or his designee (or in the case of Board of Education purchases, the Superintendent of Schools or his designee) after the department head or agency head has received at least three written quotations, and the purchase shall be the lowest qualified and responsible quote. If for any reason three quotes are not obtained, the purchase may be made after providing written documentation for the files, indicating why three quotes could not be obtained.
- C. If the estimated value is equal to or greater than \$20,000, the purchase shall generally be made from the lowest qualified and responsible bidder using a sealed bid procedure described in § 117-5 below, with two exceptions hereafter described. The award shall be made by the Town Council or, in the case of Education purchases, the Board of Education, unless it is a joint bid with another Town agency, in which case the Council shall make the award. The first exception is where the proposal of the lowest qualified and responsible bidder exceeds the Town's budget for the item, in which case the Town may reject all proposals by majority vote of the Town Council or Board of Education, as the case may be. The second exception applies where it is deemed to be in the best interests of the Town of East Hampton to make the award to a bidder other than the lowest qualified and responsible bidder. This latter exception requires an affirmative vote of 3/4 of the elected membership of the Town Council at a regular or special meeting.
- D. Contracts for service and/or maintenance shall be acquired or bid in accordance with the provisions of this section. Such contracts may be entered for periods renewable on a month-to-month basis and shall be terminable upon written thirty-day notice by the Town/Board of Education or the vendor/supplier. Such contracts shall remain in effect until such termination and shall not require quotation or re-bid until such termination.

- E. Splitting of contracts to avoid any of the limits of this section shall be prohibited.
- F. Consulting services shall be acquired through a "Request For Proposals" process, unless a written justification is provided to the Town Council or Board of Education that a single source is uniquely qualified to provide the desired services.

**§ 117-4. Exemptions.**

The items listed below will not require sealed bids and are exempt from the requirements of §117-3, but do require **Town Manager** approval or, in the case of Education purchases, the Superintendent of Schools.

- A. Legal, physician, professional engineering and student educational services. Auditing services shall be exempt and shall be approved by the Board of Finance.
- B. Purchases made from any agency or office of the federal, state or local government or other governmental unit, or nonprofit organization or sole-source supplier shall be exempt.
- C. Nothing in this chapter shall prohibit the Town from purchasing items under state bids and/or contracts and/or participation in regional purchasing councils who have used a sealed bid procedure.
- D. Nothing in this chapter shall prohibit the Town from contracting for repairs of an immediate nature for health and safety reasons and to prevent damage or injury.
- E. Materials. When multiple suppliers of material are not within the transportable range the Public Works Department shall seek to obtain the best price within the transportable range.
- F. Existing maintenance or service contracts which have no fixed duration shall remain in effect on a renewable basis and shall not be subject to the acquisition and/or bid requirements outlined in §117-3 until such time as said contract is terminated in accordance with §117-3D.
- G. Purchases of used equipment where comparable bids are unavailable, and it has been determined by the Town Manager that the purchase of a particular piece of equipment is of good value to the Town, shall be exempt.
- H. Services furnished by a monopoly utility.
- I. Annual maintenance agreements that are provided by a specialized vendor for specialized types of equipment. i.e., telephone or computer system service contract.
- J. Those exempted or determined by law.

K. On-Line Reverse Auctions pursuant to State Public Act 08-141 approved June 5, 2008.

L. Items that will maintain consistency with other like items previously purchased.

M. The purchase of surety bonds and insurance shall be exempt

**§ 117-5. Sealed bid procedure.**

A. All requests for bids shall be advertised in a newspaper suitable for notifying multiple prospective bidders or advertised on the State of Connecticut Department of Administrative Services Web page. *Editor's Note: The Department of Administrative Services Web page can be accessed at [www.das.state.ct.us](http://www.das.state.ct.us).* When necessary, the Town shall also directly solicit potential qualified sources for bids. The goal shall be to obtain at least three bids. If, however, after due diligence has been exercised, fewer than three bids have been received, the Town may award the contract if it is in the best interest of the Town.

B. A copy of the invitation to bid or the legal notice will be posted at the Town Hall in the office of the Town Clerk until the bids have been opened.

C. Bid documents shall be available to all firms indicating an interest in bidding. A fee may or may not be charged for bid documents.

**D.**

**§ 117-6. Insurance and licensing requirements.**

All parties employed by the Town to perform work on Town-owned property shall carry the required level of insurance coverage, indemnity, and hold the Town harmless. The Town shall be named as additional insured on the insurance certificate. When required by law (such as the trades, etc.), all parties performing work for the Town shall have and maintain the required licenses and/or certifications to perform such work.

**§ 117-7. Waivers.**

With a vote of 3/4 of the elected membership of the Town Council, at a regular or special meeting, the Town Council may waive the bidding procedure with regard to any purchase upon finding that such waiver is in the best interest of the Town. Such waiver shall include in the record the reasons for the Council's action. Public notice shall be given at least seven days in advance of any vote to consider a waiver of the bidding procedure.

**§ 117-8. Nondiscrimination.**

*Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1).* Purchasing shall be conducted without regard to the political affiliation, race, sex, age, religion, national origin, disability, familial relationship or business associations of vendors and/or contractors. All purchasing will comply with the provisions of applicable state and federal laws pertaining to civil rights, equal opportunity and affirmative action.

**§ 117-9. Conflicts of interest.**

The Ethics Resolution as adopted and amended by the Town Council shall be applicable to this chapter. *Editor's Note: See Ch. E, Code of Ethics.*

**§ 117-10. LOCAL VENDOR PREFERENCE**

For all bids and quotes submitted for purchases, exceeding \$20,000, any qualified and registered local vendor who has submitted a bid or quote not more than 5% higher than the lowest qualified bid or quote will be awarded the contract or purchase order, so long as such local vendor agrees to provide the goods or services which are the subject of such contract or purchase order at the same price as the lowest qualified bid or quote received. In the event that more than one local vendor submits a bid or quote not more than 5% higher than the lowest qualified bid or quote, the award shall be to that local vendor originally submitting the lowest qualified bid or quote.

For purposes of this section, a qualified and registered local vendor is defined as one who maintains a principal place of business within the Town limits of East Hampton by occupying real property in which to conduct such business or by paying ad valorem taxes on business property to the Town. Evidence of the maintenance of such principal place of business may include the ownership or long-term lease of real estate from which the principal place of the business is operated or the payment of property taxes on the personal property of the business to be used in the performance of the bid. This section shall not apply in any situation where the preference created by this section would violate Federal or state law or any existing contracts.

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the Town and other municipalities or the State of Connecticut.

## Chapter 117. PURCHASING

[HISTORY: Adopted by the Town Council of the Town of East Hampton 10-30-2001 (Ord. No. 12.07). Amendments noted where applicable.]

### GENERAL REFERENCES

Code of Ethics -See Ch. E.

#### § 117 -1. Declaration of policy.

It is the intent of the Town to provide consistent rules for the purchase of equipment, services, ~~and~~ supplies and materials to facilitate efficient municipal operations and to provide fairness to all parties, including but not limited to individuals, corporations, or government agencies whose equipment, services and supplies are purchased by the Town of East Hampton, including the Board of Education. Purchases shall be made considering price, quality and availability as important determining factors in the selection of equipment, services and supplies.

Where Federal or State law or regulations including grant requirements require other procedures, such other procedures will be followed in lieu of those specified within this policy.

#### Responsibility for Compliance

Compliance with this Purchasing Policy shall be monitored as follows:

- The Town Manager shall bear primary, non-delegable responsibility for ensuring compliance with this policy. ~~For purchases made by the Board of Education, The Superintendent of Schools shall bear primary, non-delegable responsibility for ensuring compliance with this policy for purchases made by the Board of Education (BOE).~~
- All employees, including Department Heads, supervisors and any other authorized personnel who make purchases for the Town are responsible for following the provisions outlined in this policy and the purchasing procedures manual when making purchases with Town funds.

#### § 117 -2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated as follows:

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A notice in writing in a sealed envelope delivered to the Town Manager (or designee) or Superintendent of Schools (or designee), as the case may be, by a specified date, to be opened in

public at a specified date and time by the Town Manager (or designee) or by the Superintendent of Schools (or designee), as the case may be, whereby a vendor informs the Town of the price for which he/she shall furnish supplies, materials, equipment, or services to the Town.

### **CAPITAL EQUIPMENT**

Equipment, including rolling stock, vehicles, machinery, etc., other than supplies, which is used to provide a service to the community.

### **QUALIFIED**

Meeting such qualifications as the Town may set forth in its requests for bids, quotations, or proposals.

### **QUOTATION**

A notice, in writing, whereby a vendor informs the Town of the price for which he/she will furnish supplies, materials, equipment or services to the Town. A written promise from a supplier, vendor, contractor or professional guaranteeing the cost of specific supplies, materials, equipment or services. Any and all quotes deemed not to be in the best interests of the Town Joint Facilities may be rejected and any quote deemed to be in its best interests may be accepted.

### **RESPONSIBLE**

Having the experience and financial strengths, in the reasonable judgment of the Town, necessary to perform in the delivery of services, materials, equipment or supplies.

### **SERVICES**

Includes contractual services rendered to the Town by a vendor.

### **SUPPLIES**

Goods in a manufactured state kept in the ordinary course of business for regular use or consumption.

### **MATERIALS**

Basic ingredients in a relatively raw, unrefined or unmanufactured state that may be worked into a more finished form (i.e., sand, wood, asphalt).

~~Includes supplies and materials used in the daily operation of the Town.~~

### **TOWN**

All Town agencies, including the Board of Education and excluding Town of Colchester-Town of East Hampton Joint Facilities (Joint Facilities).

### **STUDENT EDUCATIONAL**

Shall mean tuition paid to public or private institutions as well as special education services provided to children as identified in the child's Individualized Educational Program (IEP).

## LEGAL SERVICES

Services provided by firms and individuals licensed to practice law in the state of Connecticut.

## PROFESSIONAL ENGINEERING

Means a person or firm who is licensed to practice in the State of Connecticut and qualified by reason of his knowledge of mathematics, the physical sciences and the principles of engineering, acquired by professional education and practical experience, to engage in engineering practice, including rendering or offering to render to clients any professional service such as consultation, investigation, evaluation, planning, design or responsible supervision of construction, in connection with any public or privately-owned structures, buildings, machines, equipment, processes, works or projects in which the public welfare or the safeguarding of life, public health or property is concerned or involved.

### **§ 117-3. Purchases of capital equipment, services, materials and supplies.**

All purchases in excess of \$2,000 -require a purchase order, standing purchase order or requisition. The following requirements shall govern the purchase of supplies, equipment and services:

- A. If the estimated value is less than \$105,000, the department or agency head may make the purchase after careful review of the most competitive price considering the quality of the proposed purchased items.
- B. If the estimated value is equal to or greater than \$510,000 but less than \$240,000, the purchase may be made with the approval of the Town Manager or his designee (or in the case of ~~the~~ Board of Education purchasesoperating budget, the Superintendent of Schools or his designee) after the department head or agency head has received at least three written quotations, and the purchase shall be the lowest qualified and responsible quote. If for any reason three quotes are not obtained, the purchase may be made after providing written documentation for the files, indicating why three quotes could not be obtained.
- C. If the estimated value is equal to or greater than \$240,000, the purchase shall generally be made from the lowest qualified and responsible bidder using a sealed bid procedure described in § 117-5 below, with two exceptions hereafter described. The award shall be made by the Town Council or, in the case of Education purchases~~the School operating budget~~, the Board of Education, unless it is a joint bid with another Town agency, in which case the Council shall make the award. The first exception is where the proposal of the lowest qualified and responsible bidder exceeds the Town's budget for the item, in which case the Town may reject all proposals by majority vote of the Town Council or Board of Education, as the case may be. The second exception applies where it is deemed to be in the best interests of the Town of East Hampton to make the award to a bidder other than the lowest qualified and responsible bidder. This latter exception requires an affirmative vote of 3/4 of the elected membership of the Town Council at a regular or special meeting.
- D. Contracts for service and/or maintenance shall be acquired or bid in accordance with the provisions of this section. Such contracts may be entered for periods renewable on a month-to-month basis and shall be terminable upon written thirty-day notice by the Town/Board of Education or the vendor/supplier. Such contracts shall remain in effect until such

termination and shall not require quotation or re-bid until such termination.

E. Splitting of contracts to avoid any of the limits of this section shall be prohibited.

F. ~~Consulting services shall be acquired through a "Request For Proposals" process, unless a written justification is provided to the Town Council or Board of Education that a single source is uniquely qualified to provide the desired services.~~

#### § 117-4. Exemptions.

##### Exceptions to bid requirements that do not require Town Council approval for purchase

The items listed below will not require sealed bids and are exempt from the requirements of §117-3, but do require Town Manager approval or, in the case of Education purchases, the Superintendent of Schools.

A. Legal, physician, professional engineering ~~and~~, student educational services.

~~A.~~ Auditing services shall be exempt and shall be approved by the Board of Finance.  
~~Consulting services shall be acquired through a "Request For Proposals" process, unless a written justification is provided to the Town Council or Board of Education that a single source is uniquely qualified to provide the desired services.~~

B. Purchases made from any agency or office of the federal, state or local government or other governmental unit, or nonprofit organization or sole-source supplier shall be exempt.

C. Nothing in this chapter shall prohibit the Town from purchasing items under state bids and/or contracts and/or participation in regional purchasing councils who have used a sealed bid procedure.

D. Nothing in this chapter shall prohibit the Town from contracting for repairs of an immediate nature for health and safety reasons and to prevent damage or injury.

E. Materials. When multiple suppliers of material are not within the transportable range, ~~the Public Works Department shall be exempt from the requirements of § 117-3. In such case,~~ the Public Works Department shall seek to obtain the best price within the transportable range.

F. Existing maintenance or service contracts which have no fixed duration shall remain in effect on a renewable basis and shall not be subject to the acquisition and/or bid requirements outlined in §117-3 until such time as said contract is terminated in accordance with §117-3D.

G. Purchases of used equipment where comparable bids are unavailable, and it has been determined by the Town Manager that the purchase of a particular piece of equipment is of

good value to the Town, shall be exempt.

H. Services~~These~~ furnished by a monopoly utility.

I. Annual maintenance agreements that are provided by a specialized vendor for specialized types of equipment. i.e., telephone or computer system service contract.

J. Those exempted or determined by law.

K. On-Line Reverse Auctions pursuant to State Public Act 08-141 approved June 5, 2008.

L. Items that will maintain consistency with other like items previously purchased.

M. The purchase of surety bonds and insurance shall be exempt

**§ 117-5. Sealed bid procedure.**

A. All requests for bids shall be advertised in a newspaper suitable for notifying multiple prospective bidders or advertised on the State of Connecticut Department of Administrative Services Web page. *Editor's Note: The Department of Administrative Services Web page can be accessed at [www.das.state.ct.us](http://www.das.state.ct.us).* When necessary, the Town shall also directly solicit potential qualified sources for bids. The goal shall be to obtain at least three bids. If, however, after due diligence has been exercised, fewer than three bids have been received, the Town may award the contract if it is in the best interest of the Town.

B. A copy of the invitation to bid or the legal notice will be posted at the Town Hall in the office of the Town Clerk until the bids have been opened.

~~C. C.~~ Bid documents shall be available to all firms indicating an interest in bidding. A fee may or may not be charged for bid documents.

~~C. Special consideration shall be given to Bids from organizations which file taxes within the Town after bids are considered for qualification and responsibility.~~

**D.**

**§ 117-6. Insurance and licensing requirements.**

All parties employed by the Town to perform work on Town-owned property shall carry the required level of insurance coverage, indemnity, and hold the Town harmless. The Town shall be named as additional insured on the insurance certificate. When required by law (such as the trades, etc.), all parties performing work for the Town shall have and maintain the required licenses and/or certifications to perform such work.

**§ 117-7. Waivers.**

With a vote of 3/4 of the elected membership of the Town Council, at a regular or special meeting, the Town Council may waive the bidding procedure with regard to any purchase upon finding that such waiver is in the best interest of the Town. Such waiver shall include in the record the reasons for the Council's action. Public notice shall be given at least seven days in advance of any vote to consider a waiver of the bidding procedure.

**§ 117-8. Nondiscrimination.**

*Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1).* Purchasing shall be conducted without regard to the political affiliation, race, sex, age, religion, national origin, disability, ~~residence~~, familial relationship or business associations of vendors and/or contractors. All purchasing will comply with the provisions of applicable state and federal laws pertaining to civil rights, equal opportunity and affirmative action.

**§ 117-9. Conflicts of interest.**

The Ethics Resolution as adopted and amended by the Town Council shall be applicable to this chapter. *Editor's Note: See Ch. E, Code of Ethics.*

**§ 117-10. LOCAL VENDOR PREFERENCE**

For all bids and quotes submitted for purchases, exceeding \$20,000, any qualified and registered local vendor who has submitted a bid or quote not more than 5% higher than the lowest qualified bid or quote will be awarded the contract or purchase order, so long as such local vendor agrees to provide the goods or services which are the subject of such contract or purchase order at the same price as the lowest qualified bid or quote received. In the event that more than one local vendor submits a bid or quote not more than 5% higher than the lowest qualified bid or quote, the award shall be to that local vendor originally submitting the lowest qualified bid or quote.

For purposes of this section, a qualified and registered local vendor is defined as one who maintains a principal place of business within the Town limits of East Hampton by occupying real property in which to conduct such business or by paying ad valorem taxes on business property to the Town. Evidence of the maintenance of such principal place of business may include the ownership or long-term lease of real estate from which the principal place of the business is operated or the payment of property taxes on the personal property of the business to be used in the performance of the bid. This section shall not apply in any situation where the preference created by this section would violate Federal or state law or any existing contracts.

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the Town and other municipalities or the State of Connecticut.

**APPLICATION FOR APPOINTMENT OR RE-APPOINTMENT TO BOARDS,  
COMMISSIONS OR COMMITTEES**

Dear East Hampton Resident:

Volunteer involvement on boards, commissions and agencies is important to the vitality and success of local government. All citizens should consider at some time in their lives, contributing to their community with their service and talent. It takes more than living in a community to be part of it. Your Town needs volunteers to carry out local decision-making and to promote a quality of life that is important to our Town's future. Please take time to submit your name as a possible volunteer on a local board, commission or agency.

Sincerely,

**EAST HAMPTON TOWN COUNCIL**

Barbara Moore, Chairperson  
Kevin Reich, Vice Chairman      Patience Anderson  
Ted Hintz, Jr.                      George Pfaffenbach  
Mark Philhower                    Philip Visintainer

**RETURN TO: OFFICE OF THE TOWN MANAGER**  
20 East High Street  
East Hampton, CT 06424

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
1<sup>st</sup> Choice: \_\_\_\_\_  
2<sup>nd</sup> Choice: \_\_\_\_\_  
3<sup>rd</sup> Choice: \_\_\_\_\_

☎ Home: \_\_\_\_\_ ☎ Work: \_\_\_\_\_ ☎ Cell: \_\_\_\_\_

Email Address: \_\_\_\_\_

- |  |  |
|--|--|
| 1. Parks & Recreation Advisory Board                   | 12. Economic Development Commission            |
| 2. Planning & Zoning Commission                        | 13. Town Cemetery Board                        |
| 3. Water Pollution Control Authority                   | 14. Middle Haddam Historic District Commission |
| 4. Board of Fire Commissioners                         | 15. Design Review Board                        |
| 5. Inland/Wetlands Watercourse Agency                  | 16. Ethics Commission                          |
| 6. Northern Middlesex County Cable TV Advisory Council | 17. Brownfields Redevelopment Agency           |
| 7. Housing Authority                                   | 18. Commission on Aging                        |
| 8. Housing Code Board of Appeals                       | 19. Arts & Cultural Commission                 |
| 9. Building Code Board of Appeals                      | 20. Agriculture Commission                     |
| 10. Conservation-Lake Commission                       | 21. Public Safety Facility Committee           |
| 11. CT River Assembly                                  | 22. Other (please specify)                     |

If you have any questions or require additional information, please contact the Town Manager's Office at 267-4468. Please read and complete all three pages of this application, sign and return to the Town Hall at the above listed address.



## Acknowledgement and Signature Section

**I ACKNOWLEDGE** that as part of my application I shall disclose all communications of any kind or nature with any Town Official or Town Employee relating to Town's regulatory or statutory activities involving any financial or business interest of the applicant and/or his immediate family that has a monetary value of not less than \$250 (or is intended to generate a financial gain of not less than \$250) in any calendar year and is not common to the citizens of the Town;

**I ACKNOWLEDGE** that I have not been found in violation of any state, municipal or professional code of ethics or conduct;

**I ACKNOWLEDGE** that I have not been convicted of a Class A misdemeanor, a felony, pled guilty or *nolo contendere*<sup>2</sup> to a felony, or accepted a deferred judgment or deferred prosecution to a felony charge;

**I FURTHER ACKNOWLEDGE** that I will notify the Town Council and the Ethics Commission in a detailed written letter identifying any changes in the above stated or acknowledged facts;

**CERTIFICATION OF ACCURACY:** I state, under penalty of dismissal from and cause for removal from applied for Commission, Board or Committee, that the information contained in this form filed with the Town of East Hampton Town Manager's Office, is, to the best of my knowledge and belief, true, accurate and correct.

---

**Print Name**

---

**Signature**

---

**Date<sup>3</sup>**

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Upon completion of form and signature, please return to the East Hampton Town Manager's Office listed on page one.

1. Must be a registered voter and bona fide resident of East Hampton to serve on Boards, Commissions or Committees
2. *Nolo contendere*: Latin for "no contest". In a criminal proceeding, a defendant may enter a plea of *nolo contendere*, in which he does not accept or deny responsibility for the charges but agrees to accept punishment. The plea differs from a guilty plea because it cannot be used against the defendant in another cause of action.
3. Application expires one (1) year from the date of file stamp by the Town Manager's or Town Clerk's Office.

**HALLORAN  
& SAGE LLP**  
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Arnold I. Menchel  
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Timothy J. Grady  
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Reshona C. George  
Casey D. O'Connell  
Cherie M. Rosemond  
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Andrea N. Moffitt  
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Noel I. Bishop  
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Joseph T. Sweeney

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Alan S. Rubenstein  
Lawrence P. Weisman  
Leslie E. Grodd  
Vincent S. Tirola  
Brad N. Malicki  
Michael Cruz  
Laurel A. Ryan\*\*  
James C. McGuire

\*Admitted in Washington, DC and California only  
\*\* Admitted in New York and Massachusetts only  
\*\*\*Admitted in Maryland only

April 21, 2014

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



Re: Request For Tax Refund – 73 Waterhole Road

Dear Mike:

You have asked for our opinion regarding the efforts of the current owners of 73 Waterhole Road to obtain a partial tax refund from the tax payment made on January 30, 2014 of \$3,021.31 which represented the second half of the tax payment due based upon the assessment for the Grand List of October 1, 2012. This request follows the efforts by the owners to challenge the decision of the assessor not to adjust the 2012 assessment by way of an appeal to the Board of Assessment Appeals – which appeal was denied. We previously had been asked to advise the Assessor and the Finance Director as to whether an adjustment of the assessment of the subject property for the Grand List of 2012 was appropriate – and opined it was not. A copy of our memorandum, dated November 8, 2013 is attached for your reference.

The current owners now seek to obtain a refund by way of an application to the Tax Collector and Town Council pursuant to the provisions of Section 12-129 of the Connecticut General Statutes. That statute allows an application for a refund to be submitted based upon one of the following five conditions:

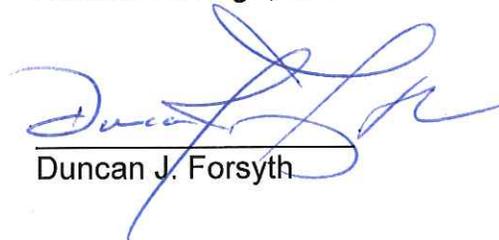
1. Property tax is paid in excess of principal of such tax as entered in the rate book of the tax collector;
2. The taxpayer pays in excess of the legal interest, penalty or fees pertaining to the principal tax payment;
3. The taxpayer is exempt by statute;
4. The taxpayer paid a tax in excess of that which should have been assessed based upon a clerical error on the part of the assessor or board of appeals;

5. The taxpayer is entitled to a refund based upon the issuance of a certificate of correction.

In this instance, the property owners seem to be basing their application on a claim of clerical error on the part of the assessor as discussed in the attached memorandum. However, it is our belief that the failure to adjust the valuation of the property was due to the failure of the prior property owner to properly advise Town officials of the demolition of buildings on the property, and not a clerical error on the part of the Assessor. Once the Assessor was duly notified of the demolition, an adjustment in assessment was made for the October 1, 2013 Grand List. Therefore, the current property owners do not fall within any of the five categories referenced above and thus, we believe, are not eligible for a partial refund of taxes assessed in conjunction with the October 1, 2012 Grand List. Rather, the current property owners should address this issue with their seller.

We hope that you find the above analysis helpful. If you, or any member of the Town Council, have any questions please feel free to contact us.

Very truly yours,  
Halloran & Sage, LLP



Duncan J. Forsyth

MEMORANDUM FROM THE LAW OFFICES OF  
HALLORAN & SAGE LLP  
225 Asylum Street  
Hartford Connecticut 06103

TO: Carol Ann Tyler  
Jeff Jylkka

FROM: Duncan J. Forsyth

DATE: November 8, 2013

RE: 73 Waterhole Road

You have asked us to provide some guidance on the issue of whether the assessment for 73 Waterhole Road for the Grand Lists of 2008 through 2012 should remain as previously set. It is our understanding that while a demolition permit application for the subject property was filed with the Town on, or about, June 19, 2008, no confirmation of demolition of structures on the property was received by the assessor's office until September 26, 2013. Without notification that a change in the nature of subject property had occurred, we do not believe there would be any basis for the assessor to adjust the valuation of the property until the Grand List of October 2013. . "The power of assessors to alter assessments exist only during the lawful period for the performance of their duties, before the [municipal grand] lists are completed and filed....before the broad authority conferred on them by the statutes is exhausted, assessors have 'abundant power to correct omissions or mistakes, clerical or otherwise, independently of [§ 12-60].'...Once assessors have completed their duties as prescribed by statute, however, they have 'no authority to alter a list except to remedy a clerical omission or mistake.'...Evidently, the purpose of [§ 12-60] was to give the 'assessors or Board of Relief a limited continuing authority to correct clerical omissions or mistakes irrespective of whether their larger jurisdiction had been termination.'" *National CSS, Inc. v. Stamford*, 195 Conn. 587, 594 (1985)

In this instance, there does not appear to have been any clerical omission, or mistake, on the part of the assessor as no notification of the completion of demolition was provided until September 26, 2013. Therefore, we do not believe there is a basis to adjust the assessment for any year prior to October 2013.

If you have any questions, please do not hesitate to contact us.

**PRIORITIES & OBJECTIVES 2013 - 2014**

Project Name	Measures	Estimated Start Date	Completion Date	Percent Complete	Notes
<b>FINANCE &amp; ADMINISTRATIVE MANAGEMENT</b>					
Capital Policy - A policy to provide direction to staff and elected officials regarding capital expenditures, when capital expenditures are made and the process for approval of capital expenditures. (J. Jylkka)	Fully develop and present the policy to the Board of Finance and Town Council for approval	7/1/2013	Est. 12/31/2013	100%	Draft given to BOF and comments received. A workshop scheduled October 12th with possible adoption October 21st by BOF. Document would then go to Council. Draft given to new BOF members. Council reviewed the policy and has given it back to the BOF for revisions.
Purchasing Ordinance Revision - Revised the purchasing ordinance to bring it up to 21st century standards while allowing flexibility for future changes. (J. Jylkka)	In coordination with the Board of Finance develop revisions for the purchasing ordinance.  Propose a purchasing ordinance to the Town Council for acceptance and approval.	7/1/2013	3/1/2014	85%	Letter to be prepared for Board of Finance for comments. 2 month comment period. To Board of Finance in February with comments by March. Draft given to Board of Finance. A draft incorporating suggested changes to Board of Finance for April meeting. Present to Council for May 13th meeting.
Long term & Short term capital plan - Create a short term (5yr) capital plan to include all foreseen expenses and justification as to why they will be expenses. Identify a long term (10yr) capital plan to include long term capital expenses and justifications. (J. Jylkka)	Develop plans through a coordinated effort of department heads  Present the developed plans to the Capital Committee, Board of Finance, Board of Education and Town Council	7/1/2013	Est. 12/31/2013	45%	Short term will coincide with Capital Policy. Short term almost complete. Long term in progress. Need equipment information. Fire Department information received.
Fines & Fees town wide review - Conduct a formal department by department review of fines and fees. Evaluate those fines and fees in comparison to administrative and service delivery costs and make recommendations. (J. Jylkka/T. Shulman)	Survey of all department fines and fees.  Evaluation of associated administrative costs.  Review of regional fines and fees  Recommendation for possible adjustments by Town Council.	7/1/2013	6/30/2014	60%	Reviewing past worksheets. Determine State statute on some items. Goal is compliance. Information provided to other departments for updates. To Board of Finance in March. Fire Marshal/Building/Transfer Station. Currently reviewing information from other towns. Data complete. Pick fines and fees to benchmark against. Report to be prepared for Council.

## PRIORITIES & OBJECTIVES 2013 - 2014

Project Name	Measures	Estimated Start Date	Completion Date	Percent Complete	Notes
<b>PUBLIC WORKS &amp; FACILITIES</b>					
<p>Facility evaluation &amp; infrastructure improvement plan - Conduct an internal evaluation of the facilities through the surveying of staff. Use the accumulated data to develop an improvement plan for facilities. (M. Maniscalco)</p>	<p>Comprehensive survey of all Town staff.</p> <p>Comprehensive basic facility review including: productivity, efficiency and potential consolidation, , age, HVAC review, safety. Combine results into an improvement plan.</p>	7/1/2013	6/30/2014	100%	<p>CIRMA survey and staff survey in process. 38 responses to the survey were received. Draft report prepared. Report given to Town Council.</p>
<p>Development &amp; Implementation of maintenance plan for Village center - Work with Public Works to define the maintenance responsibilities within the village center and develop a seasonal maintenance plan to ensure the village center remains clean and well maintained. (P. Sissick)</p>	<p>Review of Town owned property in the village center.</p> <p>Documentation of seasonal upkeep required for Town owned spaces through a formal maintenance plan. Implement the plan.</p>	9/1/2013	6/30/2014	100%	<p>Look at POCD to identify Village Center. Maintenance plan drafted. Map completed.</p>
<p>Coordinated Fleet maintenance - Work with the Town mechanic to develop an interdepartmental plan for fleet maintenance to ensure the longevity and efficiency of equipment. (S. Cox/P. Sissick)</p>	<p>Town wide audit of town owned vehicles including age, mileage and condition.</p> <p>Development of a standard maintenance plan for all vehicles. RFQ for outsourced automotive repair services.</p>	9/1/2013	6/30/2014	80%	<p>Inventory of licence plates/vehicles prepared. RFQ to papers 1/17. Truck - no RFP. New document re: maintenance. Draft documents for replacement plan &amp; inspection/maintenance plan prepared. The final step is mileage/condition of vehicles/rating system.</p>

## PRIORITIES & OBJECTIVES 2013 - 2014

Project Name	Measures	Estimated Start Date	Completion Date	Percent Complete	Notes
<b>HUMAN RESOURCES</b>					
Organizational evaluation - Conduct a department by department staffing study and identify overlapping duties and places for efficiencies. (M. Maniscalco)	Comprehensive workload study.	8/1/2013	6/30/2014	100%	Consultant hired and information provided to him. Presentations were held with staff and surveys were distributed. Surveys are due October 21st. Meetings scheduled for November 20th and 21st for department heads and supervisors. Additional meetings will be held on December 11th. January presentation. Don Jacobs to present to group in January then to Council. January 28 meeting with management group. Meetings to be held February 25th with staff and Council. Final report given to Council.
Long term staffing plan - Develop a long term plan for future staffing and attrition. (M. Maniscalco/L. Seymour)	Evaluation of exempt and non-exempt staff. Presentation of findings to the Town Council.  Use data from the Organizational Evaluation regarding workload, productivity and efficiencies. Identify the most cost effective and appropriate methods for right sizing staff to meet the needs of the community. Formally present findings to the Town Council.		6/30/2014	80%	In process
Develop a comprehensive staff professional development strategy - Based on each staff members skills and abilities create an individualized professional development plans. (L. Seymour)	Create an annual review for professional development program.  Implement program for all staff within the Town.	8/1/2013	6/30/2014	100%	Survey being developed for staff. There will be a follow up after the organizational evaluation. Document sent out to department heads.

## PRIORITIES & OBJECTIVES 2013 - 2014

Project Name	Measures	Estimated Start Date	Completion Date	Percent Complete	Notes
<b>PUBLIC SAFETY</b>					
Implementation of SOP - Work collaboratively with Town Council and Police Union to accept and implement new Police Department Standard Operating Procedures. (S. Cox)	Acceptance and operation under new SOP	7/1/2013	2/28/2014	100%	Review of Chapters 9 & 10 to be scheduled. Changes will be reviewed with the attorney week of December 9th. Written response by Wednesday. Executive Summary to be prepared for Council for March 11th meeting. Approved by Council. Education of staff to occur in April.
Development of long range plan for development of the PD - Long range phased plan with clear objectives that will bring the Police Department up to speed with 21 <sup>st</sup> century standards. (S. Cox)	Conduct a formal needs assessment of the department.  Prioritize needs and develop phased plan.  Presentation of plan to Board of Finance and Town Council	7/1/2013	6/30/2014	100%	Community survey has been distributed. Review Draft. MV efforts. Plan is being finalized. Present to Council April 8th then to Board of Finance April 21st. Going to Council April 22nd.
Inter-departmental public safety coordination - A plan to implement and develop interdepartmental coordination in an effort to bring a more holistic approach to complex public safety issues. (M. Maniscalco/S. Cox)	Conduct quarterly meetings with representatives of all first responder agencies to promote and implement coordination.	TBD - Oct ?	6/30/2014	100%	Hurricane drill held on November 2, 2013 and another drill is scheduled for June 21, 2014. Quarterly emergency management meetings held October 3, 2013 and March 4, 2014. The next quarterly meetings are tentatively set for June 17, September 16 and December 16. Set up after action meetings as needed.

## PRIORITIES & OBJECTIVES 2013 - 2014

Project Name	Measures	Estimated Start Date	Completion Date	Percent Complete	Notes
<b>LEISURE</b>					
Expand outreach - Through the use of social media, surveys and a new website reach out to new audiences to increase participation and interest in recreational activities throughout town. (R. Checko)	Development and maintenance of a Facebook and twitter page.	10/30/2013	6/30/2014	100%	Facebook is launched. There was an increase in program participation.
Develop new recreational programming - Identify new and creative programming that will entice new audiences and retain old audiences. (R. Checko)	2% increase in overall participation of programs Coordinated through all Leisure activity departments survey current participants for new desired programming. Implement no cost and low cost proposed programming. Develop staffing and funding plans for other potential programming and present those plans to the Town Manager and Council for implementation.	8/1/2013	6/30/2014	100%	Fall & Spring/Summer brochure. Recreational programming survey underway. Ongoing
Recreation space report - Using the Town owned property report review and identify additional recreational property needs. (R. Checko)	Review current Town owned land report for gaps in service availability. Develop a needs report and present it to the Town Manager and Town Council.	9/1/2013	6/30/2014	100%	Draft report prepared.

Updated 5/5/2014

Household Hazardous Waste Collection Totals  
 Participating Towns  
 Estuary Region

**Satellite Collection**  
**20 Gildersleeve Rd, East Hampton, CT**  
**May 3, 2014**

TOWN	# Households	\$43.50/HH	# Vehicles
Chester	0	\$ -	0
Clinton	3	\$ 131	1
Deep River	0	\$ -	0
Essex	0	\$ -	0
Haddam	3	\$ 131	2
Killingworth	0	\$ -	0
Lyme	0	\$ -	0
Old Lyme	0	\$ -	0
Old Saybrook	0	\$ -	0
Westbrook	0	\$ -	0
Cromwell	27	\$ 1,175	13
Durham	6	\$ 261	6
East Hampton	142	\$ 6,177	114
Middlefield	20	\$ 870	9
Middletown	17	\$ 740	15
Portland	42	\$ 1,827	41
<b>Total</b>	<b>260</b>	<b>\$ 6,525</b>	<b>201</b>



AGENDA  
ITEM # 13

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

May 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 \$708.51.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

0 • 0

20 • 77 +  
128 • 60 +  
291 • 33 +  
119 • 84 +  
116 • 87 +  
31 • 10 +  
708 • 51 \*