

# TOWN OF EAST HAMPTON AGENDA REPORT

AGENDA ITEM:   6a  

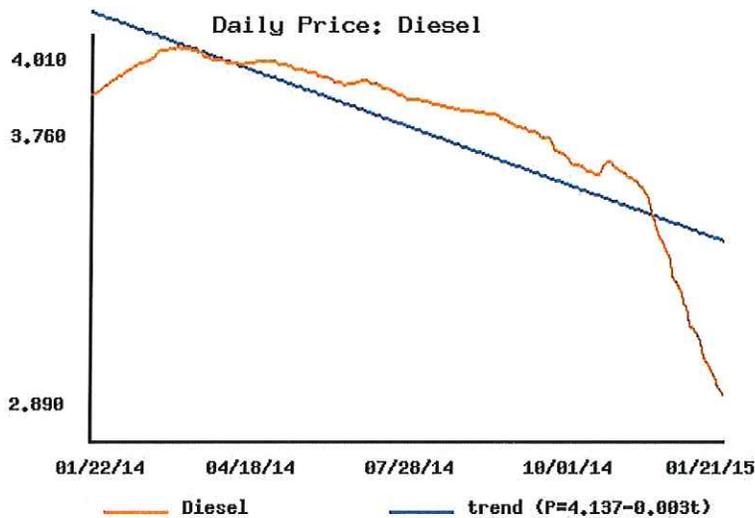
DATE: January 27, 2015  
 SUBJECT: Town & Board of Education diesel fuel  
 DEPARTMENT: All

**BACKGROUND**

In April 2014 the Town Council awarded a contract to purchase heating oil and diesel fuel from East River Energy through June 30, 2015. Below are the estimated gallons that are purchased annually.

Product	Contract Period	Contract Gallons
Ultra Low Sulfur Diesel Fuel (Town-Town Garage)	7/1/2014-6/30/2015	36,000
Ultra Low Sulfur Diesel Fuel (BOE-Nichols Bus)	7/1/2014-6/30/2015	31,500

Over the past year the price of diesel has declined significantly.



Our current supplier has offered to extend our contract and lock in pricing past June 30, 2015. Given the sharp decline in the market it would advantageous for the Town to take advantage of this offer. Locking in also provides us with budget certainty.

**RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to extend the current contract with East River Energy and to lock in diesel pricing through (date to be decided by Town Council).

**ALTERNATIVE ACTIONS**

Wait for the contract to expire in June 2015 and participate in the Capital Region Purchasing Council bid.

**FISCAL IMPACT** The cost for all diesel for the 2015 fiscal year is estimated to be \$194,000. Barring any sudden increases in the market it is estimated that the Town will be able to save approx. \$1.00 per gal. This translates into approx. \$65,000.

## SURVEY POLICY

Town of East Hampton

Approved by the Town Council: \_\_\_\_\_

**Purpose:** The responsibility for oversight of the use of taxpayer dollars rests with the Town Council. Furthermore, it is the job of the Town Council to set policy and direction for the Town of East Hampton. The Town Council would like to ensure all actions and efforts of the Town are consistent and focused in moving the Town in a consistent direction.

**Policy:** All surveys developed by Boards, Commissions, Agencies and Town Staff must be reviewed and approved by the Town Council to ensure that they conform with the Town Council's Goals and Objectives. Furthermore, the method for dissemination must also be approved by the Town Council in order to ensure fairness, impartiality and cost effectiveness.

**Procedure:**

1. All surveys developed by any department, committee, commission, agency, board or department must be forwarded in their final form to the Town Manager's office with a written request for council review. Satisfaction and comment surveys are excluded.
2. The Town Manager's office will ensure that the survey will be placed on the next Council agenda and provide copies of the survey to the Council.
3. At the Council meeting, the Council will review the survey to ensure consistency with Council goals and objectives and where applicable, send feedback and recommendations for changes to the originating entity.
4. When the Council is comfortable with the content of the survey they will make a motion to approve, amend or disapprove and vote. The vote will be recorded in the meeting minutes of the Council.
5. ~~After the vote of approval has been taken,~~ if approved, the Council will then make a motion with a recommendation for method of dissemination. The recommendation for method of dissemination will direct the originating entity whom the target audience should be, how they are to disseminate to that target audience and recommend a funding source, if necessary.

6. Once both actions above have been taken by the Council, they will be communicated back to the originating entity by the Town Manager's office and the originating entity will administer the survey consistent with those actions.

**Definitions:**

*Survey-* Any tool used to collect target audience input on a project, idea, goal or other issue.

*Method for dissemination-* to include but not limited to newspaper, internet and mailers. Also includes active dissemination where there is assurance that every individual in the target audience received a copy or passive dissemination where a copy is offered but is not directly provided to each individual in the target audience.

*Originating entity-* refers to the Board, Commission, Agency, Department and/or committee that is responsible for the authorship of the survey.

*Target audience-* a group of people identified for the administration of the survey. Could include the entire Town or a group of participants in a program.

## Sirois, Cathy

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**From:** Maniscalco, Mike  
**Sent:** Thursday, January 22, 2015 8:53 AM  
**To:** Sirois, Cathy  
**Subject:** FW: Research Request  
**Attachments:** Survey Policy.docx

### **Michael Maniscalco, MPA**

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

860-267-4468

[Please note the change in email to: mmaniscalco@easthamptonct.gov](mailto:mmaniscalco@easthamptonct.gov)

Follow us on Twitter @EHTown\_manager

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**From:** Maniscalco, Mike  
**Sent:** Wednesday, January 14, 2015 3:47 PM  
**To:** 'BRIAN WEST'  
**Subject:** Research Request

Brian,

We are looking to see if other communities around the state have a policy that requires any survey issued in Town that uses Towns funds to receive the approval of the Town Council first. Attached is a draft of what we are looking at to give you a better idea. We would be interested in copies of what other Towns have.

Best,

### **Michael Maniscalco, MPA**

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

860-267-4468

[Please note the change in email to: mmaniscalco@easthamptonct.gov](mailto:mmaniscalco@easthamptonct.gov)

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**Sirois, Cathy**

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**From:** Maniscalco, Mike  
**Sent:** Wednesday, January 21, 2015 3:00 PM  
**To:** Sirois, Cathy  
**Subject:** FW: Survey Policies

For Council

**Michael Maniscalco, MPA**

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

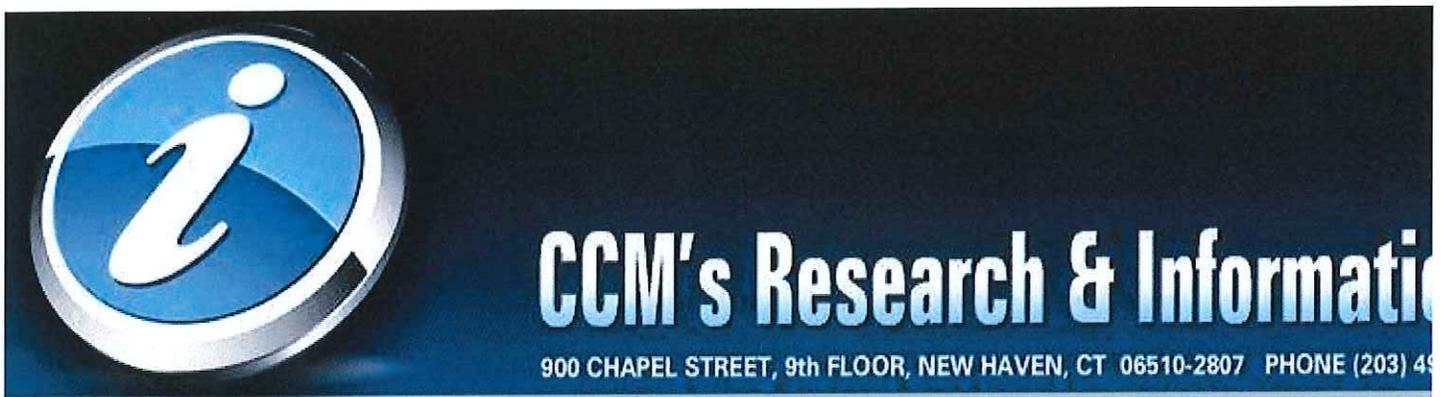
860-267-4468

[Please note the change in email to: mmaniscalco@easthamptonct.gov](mailto:mmaniscalco@easthamptonct.gov)

Follow us on Twitter @EHTown\_manager

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**From:** BRIAN WEST [mailto:BWEST@CCM-CT.ORG]  
**Sent:** Wednesday, January 21, 2015 2:30 PM  
**To:** Maniscalco, Mike  
**Subject:** Survey Policies



January 21, 2015

The Honorable Michael Maniscalco  
Town Manager  
Town of East Hampton

20 East High Street  
East Hampton, CT 06424

Dear Town Manager Maniscalco,

The following is in response to your request for information regarding whether towns had a survey policy.

I contacted sixteen municipalities in your population range and of those who responded, nobody had a specific survey policy as you described. Several municipalities, like Derby, Cromwell, North Branford and Windsor Locks, had a more general policy where all expenditures had to be approved by the legislative body. Stafford and Tolland don't have a formal policy, but in practice the expenditure would have to be approved. East Windsor and Griswold said that if the expenditure could be paid for by their allotted budget then there is no need for approval by the legislative body.

I hope that this information is helpful. Please feel free to contact me directly at (203) 498-3077 or by email at [bwest@ccm-ct.org](mailto:bwest@ccm-ct.org), should you have any further inquiries.

Regards,

Brian

Brian West  
Senior Research Associate  
Connecticut Conference of Municipalities  
900 Chapel Street, 9th Floor  
New Haven, CT 06510  
W: 203-498-3077  
F: 203-498-5836  
[bwest@ccm-ct.org](mailto:bwest@ccm-ct.org)

[www.ccm-ct.org](http://www.ccm-ct.org)

**Save the Date!**  
**2015 Emergency Management Symposium**  
**May 7 at the Cromwell Crowne Plaza**

CCM Research and Information Services does not provide legal advice, opinions or conclusions. Any information provided in response to a research request is for general reference purposes only. If you have questions about a legal issue, the application of the law to specific factual situations, or the interpretation of any statutes, ordinances or case law, CCM strongly recommends that you consult your municipal attorney or other relevant party. An electronic carbon copy of all research request responses is provided to the chief elected official of the requesting member municipality. This message (including any attachments) may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message.

### COMMUNITY CONTRIBUTION AGREEMENT

This Community Contribution Agreement by and between the Town of East Hampton ("Town") and the Connecticut Natural Gas Corporation ("CNG") (hereinafter "Agreement") as follows:

WHEREAS, CNG intends to construct approximately nine miles of natural gas pipeline within the Town of East Hampton to provide natural gas to numerous commercial and residential properties within the Town, and;

WHEREAS, said construction is beneficial to the Town of East Hampton and its residents and the Town is desirous of assisting CNG offset the cost of construction of the pipeline in accordance with the term set forth herein, and;

WHEREAS, the Town and CNG have agreed upon an equitable plan for contribution by the Town to offset said cost of construction.

NOW THEREFORE, in consideration of the mutual promises set forth herein the Town and CNG hereby agree as follows:

1. Upon completion of the construction of not less than nine miles of pipeline within the Town of East Hampton, and the connection of service to all municipal buildings adjacent to the pipeline, the Town will make an annual contribution to CNG to offset the cost of construction as set forth in Paragraph 2, below.
2. The annual contribution from the Town will be equal to the tax liability based upon the assessment of the value of the main pipeline constructed in the Town of East Hampton upon the Grand List for each of the five years following the connection of all municipal buildings within the Town of East Hampton which are eligible for said connection. Upon the payment of said taxes by CNG, the Town shall make its respective contribution. By way of example, if CNG makes semi-annual payments of its tax liability, the Town's semi-annual contribution will be due thirty (30) days after said tax payment is made.
3. Notwithstanding the payment requirements set forth in Paragraph 2, the annual contribution from the Town pursuant to this Agreement shall not be less than \$95,000 nor exceed \$100,000 for each of the five years of this Agreement.
4. As additional consideration for this Agreement the Town will agree to pave the trenches dug on Town roads after the pipe has been laid therein, clear the

DRAFT

easement area to the East Hampton Middle School and connect all Town facilities to the pipeline as soon as connection is available.

Dated at East Hampton, Connecticut this \_\_\_\_ day of \_\_\_\_\_, 2015.

Connecticut Natural Gas Corporation

Town of East Hampton

By \_\_\_\_\_

By \_\_\_\_\_

Vice President  
Duly Authorized

Michael Maniscalco  
Town Manager  
Duly Authorized

STATE OF CONNECTICUT )

ss. East Hampton

COUNTY OF MIDDLESEX )

On this the \_\_ day of \_\_\_\_\_, 2015, Michael Maniscalco, personally appeared before me, and acknowledged himself to be Town Manager for the Town of East Hampton, a Connecticut municipal corporation, and that he, as Town Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the agency by himself as said Town Manager.

In witness whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )

ss. \_\_\_\_\_

COUNTY OF )

DRAFT

On this the \_\_\_ day of \_\_\_\_\_, 2015, \_\_\_\_\_, personally appeared before me, and acknowledged himself to be Vice President of Connecticut Natural Gas Corporation, a Connecticut stock corporation, and that he, as Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as said Vice President.

In witness whereof, I have hereunto set my hand and official seal.

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Commissioner of the Superior Court  
Notary Public  
My Commission Expires:



Southern Connecticut Gas Company  
Attn: Sales, 180 Marsh Hill Road  
Orange, CT 06477



AGENDA  
ITEM # 8c



Connecticut Natural Gas Corporation  
Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
East Hartford, CT 06108

## COMMERCIAL AND INDUSTRIAL SERVICE INSTALLATION AGREEMENT

APPLICANT INFORMATION								
Company Name (Applicant)		East Hampton Fire Department #2		SCG/CNG Account Manager		Rick Difazio		
Authorized Representative		Mike Maniscalco		New Construction Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		Gas Company CNG <input checked="" type="checkbox"/> SCG <input type="checkbox"/>		
Title		Town Manager		<input type="checkbox"/> Sole proprietorship		<input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
Phone	Office #	860 267 4468		<input type="checkbox"/> Partnership		<input type="checkbox"/> Other		
	Cell #			Federal Tax ID or SS				
E-mail		mmaniscalco@easthamptonct.gov		Service Location		Street		
Company address	Street #	20 East High St		Same as Company Address Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	City		East Hampton	
	City	East Hampton			Zip		06424	
	State, Zip	CT, 06424		Property Owner Y <input type="checkbox"/> N <input type="checkbox"/>		Customer has Active Acct? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		
Billing Attention	Name		If Not Property Owner Provide Owner contact		Name			
	Phone				Phone			
	Email				Site Contact (Name & Phone)			

### NATURAL GAS SERVICE INSTALLATION AGREEMENT TERMS AND CONDITIONS

In this agreement ("Agreement") the customer is referred to as "Applicant" or "Buyer" and The Southern Connecticut Gas ("SCG") or Connecticut Natural Gas Corporation ("CNG"), as applicable, is called ("Seller")

1	<b>INSTALLATION OF GAS SERVICE:</b> Seller agrees to install or have installed gas facilities (i.e., necessary piping and meters) for gas service for the Applicant at the Service Address indicated on the top of this form. Seller agrees that the lawn area will be left level and clean. Final loam, seeding and turf will be the Applicant's responsibility at Applicant's expense. Seller shall provide gas service after the installation of the service lines. Seller is not liable for delays in commencing gas service installation not within its control, such as weather or work stoppage.
2	<b>SERVICE COMMENCEMENT:</b> Natural gas consumption shall be deemed to commence when the facilities necessary for natural gas service are in Seller's sole judgment ready and able to consume natural gas.
3	<b>PAYMENT AND USE OF GAS APPLIANCES:</b> In consideration of Seller's installation of gas services, Applicant agrees to pay the full value of the "Contribution In Aid of Construction" (CIAC) as indicated below plus applicable taxes. Seller agrees to pay any other costs of installation, unless otherwise noted. By signing this agreement Applicant agrees to install and or use gas appliances indicated below, and to begin using them by December 31, 2015.
4	<b>DEFAULT:</b> If Applicant fails to use any of these appliances listed below, Seller, in its discretion, may charge Applicant for the reasonable cost of installing the gas facilities less the CIAC that the Applicant has already paid.
5	<b>GAS SERVICE:</b> The furnishing of gas service to Applicant under this Agreement will be in accordance with the terms and conditions, rules, regulations, tariffs and rate schedules of Seller which are subject to change and subject to the rules and regulations of the State of Connecticut Public Utilities Regulatory Authority ("PURA").
6	<b>RELOCATION OF SERVICE:</b> If the gas service to be provided involves the relocation of existing services, meters and connections at the Service Location, the cost of replacing all facilities beyond Seller's meter shall be the responsibility of the Applicant. It is further agreed that connection of any Applicant equipment to Seller's new meter shall occur no later than thirty (30) days after the new meter is activated.
7	<b>OWNERSHIP:</b> Ownership of the gas facilities from the main to the gas meter (including the gas meter) shall remain with Seller and shall be maintained by Seller, Applicant has no interest in such gas facilities. All piping and equipment beyond the gas meter shall be furnished, owned and maintained by Applicant.
8	<b>EASEMENT(S):</b> Applicant shall obtain any easement(s), where applicable, in a form satisfactory to Seller before Seller commences constructing and installation of its facilities required to supply natural gas.
9	<b>UNDERGROUND UTILITIES:</b> Applicant is responsible for clearly marking all existing underground utilities and services on premise. If Seller damages any of Applicant's underground facilities on Applicant's property because Applicant failed to adequately mark them, Seller will not be responsible for costs of repairs.
10	<b>ENVIRONMENTAL CONDITIONS:</b> If in the course of construction of gas facilities at the Service Location, Seller encounters contaminated soil, Applicant shall bear the additional costs of excavating and removing the contaminated soil per Federal and State laws, regulations and agency



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 Attn: Sales, 180 Marsh Hill Road  
 Orange, CT 06477



Connecticut Natural Gas Corporation  
 Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
 East Hartford, CT 06108

	orders or directives including but not limited to signing any manifest for disposal as the generator of such contaminated soil. Unless Applicant agrees in writing to bear such additional costs, Seller shall have the right to cease its performance and terminate this agreement with no further obligation to Applicant.
11	<b>BINDING EFFECTS:</b> This agreement supersedes any and all agreements, either oral or written, between Applicant and Seller. This agreement may not be assigned nor otherwise transferred by Applicant without the written consent of Seller.
12	<b>CIAC ADJUSTMENT:</b> If, within one (1) year of the effective date of this letter agreement, (a) Applicant has added additional equipment to consume natural gas at the Service Location noted above or (b) a new gas service(s) is/are added directly to and served from a portion of main toward which Applicant paid a CIAC as described below, Applicant may request Seller to recalculate the Applicant CIAC to determine whether Applicant qualifies for a refund of such contribution or portion thereof. It is understood and agreed that any recalculation requested pursuant to this condition, will be made in accordance with Seller's then currently effective new business guidelines to determine the amount of the contribution, if any, to be refunded to the Applicant.
13	<b>INDEMNITY:</b> Applicant agrees to indemnify Seller, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents from and against any liability for personal injury or property damage due to Applicants use of property or due to any existing environmental conditions of the property.
14	<b>ROCK OR FROST:</b> If rock or ledge is encountered during the installation requiring extreme excavation (e.g., blasting), the Applicant may be required to pay for such work if billed by Seller to the Applicant. Main and services may not be installed under frost conditions.
15	This agreement is contingent upon Seller's ability to secure a sufficient customer base resulting in a \$0.00 contribution in aid of construction (CIAC) payable by the Applicant, as specified in the section below. If Seller is unable to acquire an adequate customer base within six (6) months of the Acceptance Date herein, this contract may be canceled by Seller.

**CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC")**

In order to provide natural gas service at the Service Location noted above, Applicant agrees to pay the following amount in aid of constructing certain natural gas facilities by Seller.	<b>\$ .000</b>
--	----------------

This contribution is due and owing upon execution of this agreement and has been calculated based upon the construction schedule, the estimated consumption of natural gas at the Service Location and the consumption of natural gas as the only fuel for the use(s) described in the Equipment and Usage section below. Unless such contribution is received by Seller at the time this agreement is executed, Seller has no obligation to extend its facilities to serve the Service Location and use(s) described herein this document.

The CIAC has been calculated using the estimated annual consumption of natural gas at the Service Location and for the use(s) described in the Equipment and Usage section below. It is understood and agreed that (a) if, during any annual period after Seller commences delivery of natural gas to the Applicant, the annual consumption of natural gas by the equipment specified is less than the estimate based on information provided by Applicant to Seller to calculate the contribution and/or (b) Applicant fails to inform Seller of any changes that impact GAS COMPANY's construction cost or the estimated annual natural gas consumption, Applicant agrees to pay Seller upon demand a CIAC utilizing Seller's new business guidelines in effect on the date of this agreement and which are on file with PURA.

**EQUIPMENT AND USAGE**

Equipment Selection	Equipment Quantity	Existing Load CFH	New Load CFH	Subtotal CFH	Rate
Generator				0	
Furnace warm air	1		240	240	SGS-SE-Off
None	Quantity			0	
None	Quantity			0	
None	Quantity			0	
Meter	Size	Total Existing CFH	0	Total New CFH	240
				Total Load CFH	240
Requires main? <input checked="" type="checkbox"/>	Operating Pressure	<i>NOTE: highlight the total and subtotal fields and press F9 to Auto Sum</i>			



Southern Connecticut Gas Company  
 Attn: Sales, 180 Marsh Hill Road  
 Orange, CT 06477



Connecticut Natural Gas Corporation  
 Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
 East Hartford, CT 06108

PREMISE INFORMATION: Meter Location Sketch



**Field Checklist**

- Meter Location – M (note inside or Out)
- Water Location – W
- Sewer Location – S
- Electric Wires EOH\* or EUG\*\*
- Telephone Wires EOH\* or EUG\*\*
- Underground Oil Tank – UO
- Lawn Sprinklers – LS
- Utility Pole Location – P
- Other \_\_\_\_\_
- \*OH - Overhead
- \*\* - UG Underground

Applicants Initials \_\_\_\_\_

Curb or Edge of Road Pavement

Service Length (Ft) \_\_\_\_\_

Main Material Choose an item.

**SECURITY DEPOSIT**

Applicant agrees to pay a security deposit of \$.00 to insure payment of Seller's invoices. The deposit amount has been calculated in accordance with PURA regulations and Seller's deposit policies in effect at the time this agreement is submitted to Applicant for execution. Such security deposit will be required at the time the Applicant's meter is installed and will be invoiced on the first monthly bill.

**SIGNATURES**

Applicant Signature		GAS COMPANY Signature	
Name and Title		Name and Title	
Date	Click here to enter a date.	Date	Click here to enter a date.

If Applicant is not the owner or fully authorized agent of the owner of the premises at the Service Location specified above, this letter agreement shall not be binding on Seller unless and until both Applicant and the owner of the premises agree to all of the terms and conditions set forth herein as evidence by signatures of Applicant and the OWNER on this letter agreement.

**OWNERS SIGNATURE (ONLY REQUIRED IF APPLICANT IS NOT THE OWNER OF THE PREMISES)**

I, \_\_\_\_\_, owner of the premises located at Service Location above, which premises is subject to certain lease with Applicant (the "Lessee") and will be provided with natural gas service in accordance with the terms and conditions set forth above, acknowledge and agree to such terms and conditions; provided, however, that I will not be responsible for any of the Lessee's payment obligations described in the Contribution In Aid of Construction and Security Deposit sections above.

Landlord Signature		Date		Print Name	
--------------------	--	------	--	------------	--

**FOR INTERNAL USE ONLY**

AVENUE NB ID #		WMS WO #		SAP/CRP BP#			
PREMISE #		SAP/WMS BP #		Service Request Date			
Man #		Billing Cycle		Submitted		Marketing Assistant	Choose an item.



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Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
East Hartford, CT 06108

**TOWN OF EAST HAMPTON  
AGENDA REPORT**

AGENDA ITEM: 9a

DATE: January 27, 2015  
SUBJECT: **Police Special Services Transfer to Capital Reserve Fund**  
DEPARTMENT: Police

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**BACKGROUND**

The Town Council adopted a special revenue fund policy (see below) that permitted excess funds in the Police Special services account to be transferred to the Capital Reserve Fund. At the January 20, 2015 Board of Finance meeting it was recommended that \$83,626 be transferred to the Capital Reserve Fund, and that the funds be designated for "Public Safety" projects.

**Policy:**

Departments subject to this Policy may request the use of excess funds to finance certain proposed capital projects which will reduce dependence on appropriations from general fund and lessen tax payer support. Such requests will be forthcoming by submission of request and need to the Town Manager who shall make his/her recommendation to the Board of Finance who shall make its recommendation to the Council for final approval.

On a quarterly basis, the Board of Finance shall review accumulated special revenue fund unrestricted balances for those funds designated Type (2) and where any unrestricted balance for a program exceeds 3.5% of the Police Patrol budget or 3.5% of the Parks & Recreation budget, shall recommend that such balance be transferred to the Capital Reserve Fund identified or reserved for future capital purposes relative to the source of the fund (i.e. police outside services for Public Safety). The recommendation must be approved by the Town Council before such transfer occurs.

Once transferred and deposited to the Capital Reserve Fund the Department must comply with the Capital Reserve Fund Policy prior to any expenditure.

**RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to transfer \$83,626 the Capital Reserve Fund and that the same amount be designated for "Public Safety" purposes. Note: These funds must follow the Capital Reserve Fund policy prior to being expensed.

**ALTERNATIVE ACTIONS**

Transfer a different amount.

**FISCAL IMPACT** None

**TOWN OF EAST HAMPTON  
POLICE SPECIAL SERVICES**

<b>Fund Balance at 6/30 14</b>	<b>\$ 111,827</b>
FY 14/15 Revenues - July 1 through December 21, 2014	59,654
FY 14/15 Expenditures - July 1 through December 21, 2014	(40,264)
<b>Fund Balance at 12/31/2014</b>	<b>\$ 131,217</b>

**Amt. to be retained within the fund \$ 47,591**

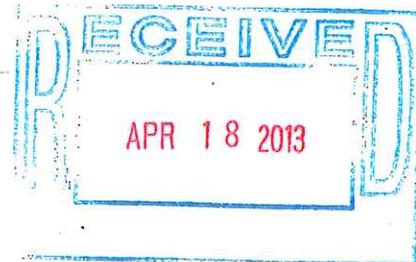
**Amount to be transferred to Capital Reserve Fund \$ 83,626**

**2015 Budget**

Police Patrol operating budget \$ 1,359,746

**Amt. to be retained within the fund 3.50%**

**Amount to be retained \$ 47,591**



TOWN OF EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM APPLICATION

I. Applicant Information

A. Property Address: 265 West HIGH St.

Map 06 Block 12 Lot 9

B. Owner: Traditional Innovations LLC

C. Nature of owner's interest in the property (i.e., sole owner, 50% share-holder, etc.):

Brian Cutler 55% of LLC

D. Name, mailing address and phone number of person to contact concerning application (i.e. owner or authorized agent):

Name: BRIAN CUTLER

Address: 265 W. HIGH ST.  
E HAMPTON 06424

II. Rehabilitation/New Construction

A. Expected date of commencement: SEP 4/2013

B. Expected date of completion: FEB, 14, 2014

C. Type of Rehabilitation or Construction (specify):

New Commercial Building

D. Property Use (please list all proposed uses)

SPORT FACILITY  
RETAIL / STORE FRONT

E. Square Footage of New Construction 38,000  
F. Approximate Cost of Proposed Construction \$2.8.

III. Current Assessed Value of Property

Land 196540  
Building(s) 107250  
(If more than one, list assessment on each and check building(s) to be improved) 12240

IV. Other Tax Subsidies

A. Are you receiving abatement or deferral of tax increases for the subject property under any other program? ( ) Yes (X) No

If so, describe: \_\_\_\_\_  
\_\_\_\_\_

V. Sworn Statement

I certify that all information in this application, and all information furnished in support of this application, is true and complete to the best of my knowledge and belief.

[Signature]  
Signature (Property Owner)

4/18/13  
Date

Subscribed and sworn to me this 18 day of April 2013.

[Signature]  
Name and Title: ~~Clerk or Commissioner of the Superior Court, Notary Public, Justice of the Peace, Judge.~~

[Signature]  
Signature

BERNICE C. BARTLETT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 31, 2014

EAST HAMPTON, CONNECTICUT  
ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL AGENT AUTHORIZATION FORM

I hereby authorize:

BRIAN COOPER

Name

265 W. HIGH ST

Address

E. Hampton CT 06424

to complete and file any necessary forms and documents necessary for Assessment Deferral for the property located at

265 West High Street  
of which I am the owner. I understand that by doing this, I am taking responsibility for all statements made by the agent in my behalf.

BRIAN COOPER

Property Owner

[Signature]

Signature

Date

4/18/13

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

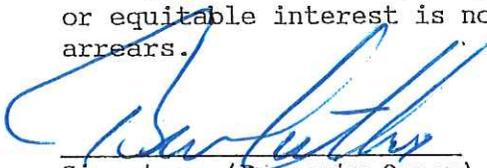
NOTORIZED STATEMENT ON EAST HAMPTON PROPERTY TAXES

I solemnly swear or affirm, with knowledge of the penalties for perjury and false statement, that the property located at

265 West High St.

(address of subject property)

or any other East Hampton property in which I have a legal, financial, or equitable interest is not in any tax or legally assessed fee arrears.



Signature (Property Owner)

4/18/13

Date

Subscribed and sworn by me this 18 day of April, 2013.



Name and Title: ~~Clerk or Commissioner of the Superior Court, Notary Public, Justice of the Peace, or Judge~~



Signature

BERNICE C. BARTLETT  
NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 31, 2014

Note: Subsequent revelation of false statement shall result in the immediate revocation of any agreement and the payment of all taxes abated to the date of the agreement.

EAST HAMPTON, CONNECTICUT  
ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: BUILDING/ZONING

PROPERTY ADDRESS: 265 W. HIGH ST.

MAP 06 BLOCK 12 LOT 9

PROPERTY OWNER: Traditional Innovations LLC

DATE RECEIVED: 4-16-2013

1. Zoning Compliance Review No Violations

Project approved P&Z 10/20/10, Modification approved

2. Code Infraction Verification No Code violations

P&Z 4/13/13

3. Building Plans Review Plans reviewed & approved

10/20/10 by P&Z Modification approved 4/3/13

4. Rehabilitation and/or Construction Cost Estimates \_\_\_\_\_

As stated \$2,839,200.<sup>00</sup>

I have reviewed the proposed project and find it and required supporting materials in compliance with the Criteria for Eligibility as set forth in the approved Resolution and Establishment of Criteria.

James P. Carey  
Authorized Signature

4/17/13  
Date

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL REVIEW: ASSESSOR

Property Address: 265 W. HIGH ST.

Map 06 Block 12 Lot 9

Property Owner: TRADITIONAL INNOVATIONS LLC

Date Received: \_\_\_\_\_

1. Assessment prior to rehabilitation and/or new construction:  
\$ 0 - DEMO OF CURRENT BLDG.

2. Anticipated post-rehabilitation and/or new construction  
assessment:  
\$ 1,987,440

3. Explanation of Increase: NEW CONSTRUCTION

4. Change in assessment caused by rehabilitation:

Amount: 1,987,440 Percentage: 100%

\*\*\*\*\*

Approved; anticipated increase in assessment of  
rehabilitation, additions/or new construction is 35% or more.

Rejected; anticipated assessment increase is less than 35%.

Approved; cost of new construction is in excess of \$150,000.

Rejected; cost of new construction is less than \$150,000.

Carol Ann Tyle  
Authorized Signature

April 18, 2013  
Date

EXHIBIT C

EAST HAMPTON, CONNECTICUT

ASSESSMENT DEFERRAL PROGRAM

ASSESSMENT DEFERRAL NOTICE

(12-65-C-F)

PROPERTY ADDRESS: 265 W. HIGH ST.

Map 06 Block 12 Lot 9

OWNER: TRADITIONAL INNOVATIONS LLC.

ASSESSMENT BEFORE REHABILITATION: \$ 0

ASSESSMENT AFTER REHABILITATION: \$ 1,987,440

ASSESSMENT INCREASE CAUSED BY REHABILITATION \$ \_\_\_\_\_

<u>DEFERRAL SCHEDULE</u>	<u>YEAR</u>	<u>ASSESSMENT</u>
YEAR 1 (0% OF INCREASE)	<u>Oct, 2013</u>	<u>10070</u>
YEAR 2 (20% OF INCREASE)	<u>Oct, 2014</u>	<u>10070</u>
YEAR 3 (40% OF INCREASE)	_____	_____
YEAR 4 (60% OF INCREASE)	_____	_____
YEAR 5 (80% OF INCREASE)	_____	_____
YEAR 6 (100% OF INCREASE)	_____	_____

NOTE: In the event of a general revaluation in any year following the commencement of the assessment deferral, the property assessment shall shift accordingly and the deferred assessment shall be increased or decreased in proportion to the increase or decrease in the total assessment on such property as a result of such general revaluation.

Economic Development Commission  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

February 15, 2013

To Whom It May Concern:

The Economic Development Commission for the Town of East Hampton would like to express our unanimous support for the new complex at 265 West High Street. This complex will include: the current business at this location, Traditional Innovations; a wonderful indoor sports facilities; and other businesses that will keep waiting family members happy. Located on one of the main east-west arteries in Connecticut, this will easily draw from many towns in Connecticut. For East Hampton residents, this will add to our much needed leisure activities. EDC believes this type of complex will flourish here.

Best regards,

Cindy Rooth, Chairman, EDC

cc: Town Council  
Town Manager

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this (DATE), by and between the Town of East Hampton, Connecticut, hereinafter called "Employer" or "Town", and (XXX) hereinafter called "Employee" or "Director."

WHEREAS, Employer desires to employ the services of said (XXX) as Director of Parks and Recreation for the Town of East Hampton, as provided for in the Charter of the Town of East Hampton; and

WHEREAS, it is the desire of the Town to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, employee desires to accept employment as Director of Parks and Recreation for the Town of East Hampton;

NOW, THEREFORE, In consideration of the mutual covenants herein contained, the parties agree as follows:

### Section 1. Term

The term of this contract shall be four (4) years commencing February 23, 2015 and ending February 22, 2019, with an automatic annual renewal for two (2) additional years unless this contract is terminated by the Town Manager, pursuant to State statute provisions of section 7-278. Not later than 12 months prior to the expiration of this contract the Town Manager shall advise the Director as to whether or not he/she wishes to enter into a successor contract.

### Section 2. Employment, Duties and Responsibilities of the Director

The Town hereby agrees to employ (xxx) as Director of Parks and Recreation for the Town of East Hampton to perform the functions and duties specified in the Town Charter, Code, State Statutes and in the Job Description, and to perform other legally permissible and proper duties and functions as the Town Manager shall from time to time assign, subject to this Agreement.

The Director shall be in the Administrator of the Town of East Hampton Park and Recreation Department. He/She shall be responsible to the Town Manager for the proper administration of all affairs of the Town of East Hampton Park and Recreation Department (hereinafter "P&R Department"). His/ her duties and responsibilities shall include but not necessarily be limited to the following:

- A. Recommend for appointment and, when necessary in his/ her judgment for the good of the Town, suspend or recommend for discharge all employees of the P&R Department, except as otherwise provided by the Town Charter or state law.

- B. Prepare the P&R Department budget annually, and submit it to the Town Manager together with a description of the important features, and be responsible for its administration after adoption.
- C. Prepare and submit to the Town Manager, quarterly, a complete report on the finances and administrative activities of the P&R Department for the preceding year.
- D. Keep the Town Manager advised of the financial condition and future needs of the P&R Department, and make such recommendations as he shall deem advisable.
- E. Recommend to the Town Manager adoption of such measures as he/she may deem necessary or expedient for the health, safety or welfare of the Town, or the improvement, development and implementation of services.
- F. Supervise the purchase of all materials, supplies and equipment for which funds are provided in the P&R Department budget in accordance with the Town's purchasing ordinance.
- G. See that all laws and ordinances are duly enforced.
- H. Investigate and report all complaints in relation to matters concerning the administration of the P&R Department.
- I. Perform other such duties as may be required by the Town Manager, not inconsistent with the Town Charter, law or ordinances, or this Agreement.

The Director shall devote his/ her full time and best efforts to the performance of his/ her duties for the Town. S/He shall not engage in any outside employment, with the exception of occasional teaching, writing, speaking or consulting performed on his/ her time off provided that the Town Manager is notified in advance and that there is no conflict of interest with the Town.

### Section 3. Salary

Employer agrees to pay the Director on a salary basis. The annual salary for the period February 23, 2015 through February 22, 2019 shall be at the rate of dollars \$65,000. The salary shall be payable in installments at the same time as wages are paid to other employees of the Department. The annual salary for February 22, 2016 and thereafter shall be determined by the Town. The Director's position is classified as exempt from minimum wage and overtime provisions of applicable law.

### Section 4. Health Benefits and Annual Physical Examination

The Director shall be afforded the same medical, dental and vision plans as are other management employees of the Town, and as may be amended from time to time. The Director shall contribute toward the cost of such plans in the amount determined by the Town for all management employees.

If the Director opts not to take the health insurance plan offered by the Town, s/he will be provided a Two Thousand dollar (\$2,000) annual stipend, paid on a quarterly basis.

The Director agrees to submit once per calendar year to a complete physical examination, by a qualified physician of the Town's choosing. The Town shall pay any cost of such examination that is not covered by the Town's health benefits plan.

The physician shall annually file a report with the Town Manager certifying that the Director is able to perform the essential functions of the Director's position.

#### Section 5. Retirement Benefits

The Director shall participate in and make contributions to the Town of East Hampton Defined Contribution Retirement Plan in accordance with East Hampton plan guidelines.

#### Section 6. Automobile

The Town shall provide the Director with a vehicle for business use only. In the event that the Director intends to take this vehicle out of state, s/he shall notify the Town Manager in advance. The Town shall provide all liability, property damage, and comprehensive insurance coverage consistent with current policy, and shall pay the costs of operation (including all fuels and lubricants), maintenance and repair for the vehicle. The Director shall be responsible for maintaining any required records of use of the vehicle.

#### Section 8. Other Benefits

The Town shall provide and pay for term life insurance in accordance with other management employees of the Town, currently in the amount of one times the Director's annual salary, up to a maximum of \$125,000.

The Director shall be granted the following leave:

- A. Vacation leave in the amount of 15 days annually with the ability to roll over 5 days and sell additional time, not to exceed ten days, at the yearly anniversary of this agreement;
- B. Sick leave accrued at 1 1/4 day per month not to carry forward from year to year;

- C. If no sick leave is taken during the entire year an additional 1 vacation day will be awarded;
- D. Holidays, personal leave and funeral leave in the same amount and subject to the same conditions as other management employees of the Town as set forth in the Employee Manual.

All vacation time taken by the Director shall be with advance notice to and approval of the Town Manager. The Director shall give the Town Manager as much notice as possible of his/ her intent to take vacation and will work to ensure all of the duties of the office are covered for the period of his/ her leave.

#### Section 9. Hours of Work

It is understood and agreed that the Director is expected to work the normal office hours of the department. Furthermore, it is understood the Director is subject to call and available to respond as needed to carry out his/ her responsibilities as head of the P&R Department.

It is recognized that the Director must devote a great deal of time outside normal office hours to the business of the Town. Compensatory time may be awarded as set forth in the Employee Manual.

#### Section 10. Professional and Business Expenses

The Town shall pay or reimburse the Director for reasonable business expenses, as well as training or professional development costs, with prior approval of the Town Manager. The Town shall bear the full cost of any fidelity or other bonds required of the Director under any law or ordinance.

#### Section 12. Performance Evaluation

The Town Manager shall review and evaluate the performance of the Director after a six month probationary period and annually thereafter. Said review shall be in accordance with goals, objectives and criteria developed by the Town Manager in consultation with the Director.

The Town Manager shall provide the Director with a written summary of the evaluation and provide an adequate opportunity for the Director to discuss the evaluation with the Town Manager.

#### Section 13. Suspension

The Town Manager may suspend the Director with pay and benefits at any time during the term of this Agreement. The Town Manager may suspend the Director without pay for cause.

Section 14. Indemnification

The Town shall defend, save harmless, and indemnify the Director against any claim arising out of an alleged act or omission occurring in the performance of his duties as the Director, to the extent provided by law.

Section 15. Conflict of Interest

The Director shall not, during the term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the Town of East Hampton, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the Town Manager. For and during the term of this Agreement, the Director agrees not to invest in any real estate or property improvements, except for use as a personal residence, within the corporate limits of the Town of East Hampton without the prior consent of the Town Manager.

Section 16. Term of Agreement

- A. The Director's employment shall commence and this Agreement shall be effective on February 23, 2015.
- B. By mutual agreement, the parties may terminate this Agreement at any time.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Director to resign at any time from his position with the Town, provided that S/he shall give the Town Manager written notice of such resignation at least sixty (60) days in advance.
- D. This Agreement may be terminated by the Town Manager for just cause. Just cause shall include, but not necessarily be limited to:
  - 1. unsatisfactory performance of the duties of Director;
  - 2. neglect of or inability to perform his duties;
  - 3. maleficence of Duty
  - 4. negligence and gross negligence of duty
  - 5. insubordination;

6. conviction of a crime;
7. theft, willful neglect or misuse of any fund, property, equipment, material or supplies of the Town;
8. absence without leave;
9. intoxication while on duty, or use of illegal drugs.

Any discharge of the Director shall be in accordance with the Connecticut General Statutes and this Agreement is not intended to limit his/ her rights thereunder.

#### Section 17.           Termination

The Town Manager may dismiss the Director and terminate this contract solely for just cause upon such notice as required by (Article III, Section 3.6) of the Charter of the Town of East Hampton. Severance pay shall be based upon town policy for department heads and exempt personnel. In addition, the Director knowingly and intentionally waives any right of contest of any decision by the Town manager not to renew this contract upon the end of its full term.

#### Section 18.           Severance Benefits

In the event the Director voluntarily resigns, he shall be compensated for all vacation leave accrued and unused to date, in accordance with the Town's Employee Manual and this agreement, calculated at the rate of pay in effect upon termination.

In the event the Director is terminated for just cause, the Town's only obligation shall be to pay all salary accrued but unpaid at the date of termination.

In the event that the Employee is unable to perform the essential functions of the Director position, with or without reasonable accommodation, for a period of three (3) months or more, this Agreement shall immediately terminate. In the event of a dispute concerning the Employee's ability to perform the essential functions of the position, the Town and the Employee shall mutually agree on a medical expert to perform an examination and evaluation. Any expense for such examination and evaluation that is not covered by the Employee's group health insurance shall be paid by the Town.

#### Section 19.           General Provisions

- A. This Agreement constitutes the sole, only, and entire agreement between the parties with respect to the Director's employment. This Agreement may be modified only by a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf

of any of the parties not set forth herein, and this Agreement has not been executed in reliance upon any representation or promise except those contained herein. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach.

- B. This Agreement shall be construed and governed by the laws of the State of Connecticut.
- C. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Director.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

Section 20.                    Mediation & Arbitration

Except as otherwise provided herein, prior to entering arbitration parties shall attempt to mediate the issue with a mutually agreed to mediator by both parties. After mediation attempts have failed, any dispute whatsoever relating to the interpretation, validity, or performance of this Agreement shall be submitted to final binding arbitration before a single arbitrator in the Town of East Hampton, Connecticut, in accordance with the rules then prevailing of the American Arbitration Association ("AAA"). The Parties agree that AAA shall have the authority to administer the arbitration. The prevailing Party in such arbitration shall be entitled to payment of their attorney's fees by the non-prevailing Party. Judgment upon the arbitration award may be enforced by any court of competent jurisdiction. The Parties agree that the arbitrator shall be empowered to award any relief that would otherwise be available from a court, with the exception of injunctive relief, which the Parties may only pursue in a Connecticut court. Before demanding arbitration, the Party claiming breach shall notify the other Party of the claimed breach in writing by express mail sent to the address below each Party's signature. The Party receiving such notice shall have ten (10) calendar days to cure such claimed breach. In the event a breach is not cured, either Party may exercise any rights hereunder.

IN WITNESS THEREOF, the Town of East Hampton has caused this Agreement to be signed and executed in its behalf by its Town Manager, and the Director has signed and executed this Agreement, both in duplicate, the day and year first written above.

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Michael Maniscalco  
Town Manager  
20 East High St.

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XXX  
(Address)  
(Town)

East Hampton CT 06424



AGENDA  
ITEM # 13

Office of the COLLECTOR OF REVENUE  
NANCY HASSELMAN, CCMC  
[nhasselmann@easthamptonct.gov](mailto:nhasselmann@easthamptonct.gov)

January 23, 2015

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$759.48.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

0 • C  
127 • 01 +  
10 • 00 +  
206 • 56 +  
81 • 42 +  
10 • 89 +  
82 • 45 +  
156 • 20 +  
14 • 76 +  
31 • 49 +  
20 • 00 +  
18 • 70 +  
759 • 48 \*