

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JK

Item to be presented by:
Kerry Nielson, Director of Community &
Environmental Planning

DATE: April 13, 2010

SUBJECT: Adoption of Fair Housing Resolution, Fair Housing Policy Statement, and Title VI Equal Opportunity Statement for the Town of East Hampton.

DEPARTMENT: Community & Environmental Planning Dept.

RECOMMENDED ACTION

1. Recognition and adoption of the Town of East Hampton Fair Housing Resolution.
2. Recognition and adoption of the Town of East Hampton Fair Housing Policy Statement.
3. Recognition and adoption of the Title VI Equal Opportunity Statement.

BACKGROUND

April is designated as Fair Housing Month and the Town of East Hampton wishes to readdress its commitment to and support of the principles and practices of Fair Housing and Equal Opportunity. In the next several weeks the Town is committed to providing information available to the public and employees regarding fair housing opportunities and other equal opportunities. The Town is also committed to seeking out workshops and other networks to educate and better inform the public and employees about Fair Housing, Equal Opportunity, and American with Disabilities Act (ADA) improvements to public buildings. This effort to promote Fair Housing and Equal Opportunity for all during this month which will also meet requirements for the application process for the Senior Center parking lot project at 103 Main Street, being proposed to submit for year's Small Cities- Community Development Block Grant (CDBG) Program, and is important for any future application requests.

ALTERNATIVE ACTIONS

Other direction as determined by the Town Council.

FISCAL IMPACT

None

EH: Clerks Office

AGENDA ITEM: 5A

Office of the Town Manager
Town of East Hampton
Connecticut 06424

Jeffery J. O'Keefe
Town Manager

Town Council
Melissa H. Engel, Chairperson
John W. Tuttle, Vice Chairman
Thomas M. Cordeiro
William G. Devine
Christopher J. Goff
Barbara W. Moore
Susan B. Weintraub

TOWN OF EAST HAMPTON
FAIR HOUSING RESOLUTION

Whereas, All American citizens are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and

Whereas, State and Federal Fair Housing laws require that all individuals, regardless of race, color, religion, sex, national origin, ancestry, marital status, age, mental or physical disability, lawful source of income, sexual orientation, familial status, be given equal access to rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and

Whereas, The **Town of East Hampton** is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW THEREFORE, BE IT RESOVED, That the **Town of East Hampton** hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase and obtain financing for adequate housing of their choice on a non-discriminatory basis: and BE IT FURTHER RESOLVED, That the Town Manager of the Town of East Hampton or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practices in the Town of East Hampton.

Adopted by the Town of East Hampton on _____.

Jeffery O'Keefe, Town Manager

Town Seal

Office of the Town Manager
Town of East Hampton
Connecticut 06424

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Fair Housing Policy

It is the policy of the Town of East Hampton to promote fair housing opportunities and to encourage racial and economic integration in all its programs and housing development activities.

Programs funded and administered by the Town of East Hampton must comply with the provisions of Section 46a-64c of the C.G.S., and with related state and federal laws and regulations that prohibit discriminatory housing practices.

The Town of East Hampton or any Subrecipient of the Town will carry out an affirmative marketing program to attract prospective buyers or tenants of all majority or minority groups, without consideration of race, color, religion, sex, national origin, ancestry, creed, sexual orientation, marital status, lawful source of income, disability, age or because the individual has children in all programs and housing development activities funded or administered by the Town of East Hampton.

The municipality's Town Manager's office is responsible for the enforcement and implementation of this policy. The Town Manager may be reached at 860-267-4468.

Complaints pertaining to discrimination in any program funded or administered by the Town of East Hampton, may be filed with the Town Manager's office. The municipality's Grievance Procedure will be utilized in these cases.

Complaints also may be filed with the Commission on Human Rights and Opportunity, Special Enforcement Unit, 21 Grand Street, Hartford, CT 06106, Telephone (860) 541-3403.

A copy of this policy statement will be given annually to all Town employees and they are expected to fully comply with it. In addition, a copy will be posted throughout the Town.

Date

Jeffery O'Keefe, Town Manager

Office of the Town Manager
Town of East Hampton
Connecticut 06424

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COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The **Town of East Hampton** does not discriminate in the provision of services, the administration of its programs, or contractual agreements. The **Town of East Hampton** seeks to fully carry out its responsibilities under the Title VI Regulations.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the grounds of race, color, or national origin in programs and activities receiving Federal financial assistance. Title VI provides that No person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs covered by the Regulations.

This policy is effectuated through the methods of administration outlined in the Town's Fair Housing Plan and is fully implemented to ensure compliance by the Town, as the recipient, and by subrecipients. The cooperation of all Town personnel is required.

Jeffery O'Keefe, Town Manager

Date

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JOM

Item to be presented by: Vin Susco

DATE: April 7, 2010
SUBJECT: Capital Improvement Charge Village Center Water System
DEPARTMENT: WPCA

RECOMMENDED ACTION to authorize the WPCA to charge a Capital Improvement fee of \$2,675.00/EMU (Equivalent Meter Units) to future customers of the Village Center Water System.

BACKGROUND - The improvements to the VCWS treatment process, under the 2008 Consent Order, has resulted in an increase in the safe yield for the system. The WPCA had determined that an addition 26/EMU's could be served by the additional 7,100 gallons per day of available water. The Town's Water Task Force has requested the WPCA to develop a fee structure that is fair and reasonable to future customers that could be served by this additional increment of supply.

The WPCA at its regular scheduled meeting of April 6, 2010 determined that a Capital Improvement Fee of \$2,675.00/EMU is fair and reasonable. This fee was established based upon the Town's *out of pocket* cost to upgrade the treatment plant (\$318,296.00) and the system's new safe yield (119/EMU's).

The WPCA further recommended this fee will be added to the present connection fee of \$1,250.00 (approved March 3, 2009 by the Town Council) for a total charge of \$3,925.00/EMU. Such charge will be payable in full at the time the water permit is taken out and will be used to offset operational expenses of the system.

Should the connection fee be changed, the Capital Improvement fee will remain fixed.

ALTERNATIVE ACTIONS - none

FISCAL IMPACT - Upon full build out of the VCWS, the total allocation of the 7100 gallons, the town will offset its' operating expenses by recovering up to \$69,550.00.

EH: Clerks Office

AGENDA ITEM: 5B

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JO

Item to be presented by: Jeffery O'Keefe

DATE: April 8, 2010

SUBJECT: Improvements to Royal Water Oaks Water Treatment Plant

DEPARTMENT: WPCA

RECOMMENDED ACTION - to authorize the WPCA to proceed with improvements to the ROWS treatment plant as outlined by the April 6, 2010 engineering report of GeoInsight, Inc (amended April 8, 2010 as requested by the WPCA) and recommended by the WPCA at its regularly scheduled meeting of April 6, 2010.

BACKGROUND - Beginning in late February the WPCA began to receive an inordinate amount of dirty water calls from customers on the Royal Oaks Water System. From time to time we have received similar calls but they usually were individual in nature and with a visit to the property the problem usually was resolved. This time there were too many calls, the timing was to close together and upon visiting their homes the "dirty" water was extreme.

Several short term measures that were instituted did provide temporary relieve however, the problem persisted until the cause was determined to be very high concentrations of iron originating from Well #3. The well was immediately taken of line and an investigation begun to determine what could be done to resolve the situation. The results of our investigation are presented in the GeoInsight report.

Based upon their evaluation no one option alone had the ability to resolve the issues. Only by combining four options (construction of a blow-off, addition of a chemical contact tank, addition of a third greensand filter and cleaning/rehabilitation well #3) could a substantial improvement be assured. To date we have incurred expenses of approximately \$4,500.00. We are requesting an additional sum of \$35,000.00 to move forward with the recommended options. To avoid the possibility of water restrictions we respectfully request you expedite this request. See Addendum #1 for the project timeline.

Furthermore, one of the options recommended, the cleaning/rehabilitation of well #3, uses a proprietary process called Aqua Freed. This item exceeds the Purchasing Guidelines established by the Town. This option is estimated at \$14,000 and was very successful at Well #2 at the VCWS. At that time the WPCA received an exemption from the Town's 12.07 Purchasing Ordinance under section 4 (d) and (g) i.e. Health and Safety and no comparable bids available. We respectfully request this exemption be granted again.

ALTERNATIVE ACTIONS - none

FISCAL IMPACT - None to the Town. The full cost to complete this project (\$39,500.00) will be borne by the users of the system. We presently have 102 EMUs (82 homes plus Memorial School) being served by the system. The WPCA has proposed a \$10.00 per month water infrastructure surcharge on every EMU. Such surcharge will remain on the bills for 39 months.

Additional operating costs associated with the improvements and increased contributions to the capital budget will be included in the ROWS operational budget to be presented in June to the Town Council.

EH: Clerks Office

AGENDA ITEM: 5C



GeoInsight®

Environmental Strategy & Engineering
Practical in Nature

April 6, 2010

GeoInsight Project 5325-002

Vincent F. Susco
Public Utilities Administrator
Town of East Hampton
Water Pollution Control Authority
P.O. Box 218
East Hampton, Connecticut 06424-0218

Re: Summary of Findings for Royal Oaks Water System
Well #3 Evaluation
East Hampton, Connecticut

Dear Mr. Susco:

At your request, GeoInsight, Inc. (GeoInsight) performed an evaluation of water quality issues at the Royal Oaks Water System (ROWS), due to recent issues with elevated iron levels in Well #3. From the information provided by the Water Pollution Control Authority (WPCA), we understand that the iron concentrations in the raw water of Well #3 were measured as high as 45 milligrams per liter (mg/L), on February 9, 2010, which is well above the Connecticut Department of Public Health (CTDPH) secondary standard of 0.3 mg/L.

BACKGROUND

The ROWS was constructed in 2004 to provide water service to the Royal Oaks development, which is permitted for a total of 82 homes. The water system is supplied by three wells (Wells #1, 3 and 4), each limited to less than 10 gallons per minute (gpm) due to the separating distance to sanitary hazards. A fourth well (Well #2) was drilled but never developed due to the low yield. Treatment consists of an iron and manganese filtration (IMF) system and chemical addition of chlorine for oxidation of iron to assist with removal, soda ash for pH adjustment and potassium permanganate to regenerate the iron and manganese filters. The treated water is then stored in two 20,000-gallon atmospheric storage tanks. Currently, only one tank is in use to control issues with water age. This system was also interconnected with the Memorial School Water System in 2005, in order to comply with a consent order issued by the CTDPH to the Town of East Hampton's School Board.

From the time that the wells were placed into service in 2004 to the present, the water quality has deteriorated significantly in each of the wells. Over the past few years, there have been intermittent "dirty water" complaints by customers of the ROWS. Since January of 2010, these

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5 Lan Drive, Suite 200
Westford, MA 01886-3538
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200 Court Street, 2nd Floor
Middletown, CT 06457-3341
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Fax (860) 894-1023



calls have become more frequent and consistent, therefore, the WPCA has contracted with GeoInsight to evaluate the problem and the potential solutions.

GeoInsight has reviewed the existing information available on the wells and treatment system. Additional iron samples have been collected and evaluated, as well as the sizing and efficiency of the IMF system.

DATA COLLECTION AND ANALYSIS

Iron within a water supply can take on different forms. Testing has been done to verify the type of iron present (soluble or insoluble) in the ROWS, to ensure proper treatment. The results indicated that the soluble ferrous, or "clear water" iron, is present. This type of iron is treatable with the IMF filter system existing at the ROWS. Upon oxidation, the iron is converted to an insoluble form, takes on a reddish-brown color, and will settle out.

At the time the wells were drilled, initial water quality testing indicated iron levels in the wells were measured at 0.421 mg/L, 0.524 mg/L and 1.01 mg/L at Wells #1, 3 and 4, respectively. Recent sample results from each well averaged 5.1 mg/L, 1.0 mg/L and 1.0 mg/L at Wells #1, 3 and 4, respectively. Well #3, specifically, has delivered the water that has caused complaints from ROWS customers, with measured iron levels of approximately 45 mg/L. This deterioration of water quality is a common problem within bedrock wells in the Town of East Hampton, as well as other areas within the State of Connecticut. Other water supplies within the Town are experiencing similar issues.

Currently, the ROWS includes a lead/lag operation of the wells. With each cycle the wells rotate the lead position, therefore, each well generally assumes the lead position every third day. It is believed that, during periods where the well is not being pumped, the water in the column of Well #3 begins to oxidize and develop the "dirty water" that is experienced by the customers of Royal Oaks. This first "slug" of this water with the high insoluble iron content has fouled the filters, significantly reducing the treatment capacity, and has been delivered to the customers of the ROWS virtually untreated. Subsequent testing by the WPCA indicates that the iron levels in the water from Well #3 are reduced significantly after approximately 30 minutes of flushing.

The following options were identified and evaluated to address the high levels of iron and help alleviate the complaints of the customers of the ROWS.

OPTIONS

Construction of a Blow-off Valve Assembly

The construction of a blow-off valve assembly at Well #3 would provide a means of pumping the initial volume of "dirty water" to waste (the on-site sanitary sewer system). Through the data collection process, it was observed that the iron levels drop dramatically after the first 30 minutes of pumping. This could potentially prevent much of the high-iron water from entering the ROWS treatment system and preserve the life of the IMF system. The Town may want to



consider the installation of a blow-off valve assembly at each well associated with the ROWS at some point in the future.

The blow-off valve assembly would be configured with a valve and timer, which would be programmed to pump the first 300 gallons of water produced by Well #3 to waste. The cost associated with this option is estimated to be **\$4,500**.

Installation of a Chemical Contact Tank

As mentioned previously, the ROWS current treatment system includes the addition of chlorine for oxidation of the iron, soda ash for pH adjustment and potassium permanganate to regenerate the filters. The system layout, however, allows for virtually no contact time for the chemicals to blend with the source water prior to entering the filters. Therefore, the chemicals are not very efficient or effective in assisting with iron removal. At the time this system was originally permitted, the Town recommended that a contact be included, however, the project's developer chose not to include the tank, as it was not a state requirement.

The installation of a chemical contact tank will provide the detention time necessary to allow the chemicals to essentially work as designed. The additional contact time would allow the chlorine and potassium permanganate time to mix with the water, therefore increasing the percentage of iron oxidized and available for removal in the filters, as well as, increase the regenerating capacity of the potassium permanganate within the filters. This, in turn, would increase the overall efficiency of the IMF system.

The contact tank that would be recommended is a 120-gallon steel tank identical to the tank currently in service at the Village Center Water System. The detention time provided would be eight to 10 minutes on average. The estimated costs associated with the purchase and installation of a chemical contact tank is **\$3,500**.

Optimize Existing IMF System

The operators of the ROWS, as part of their normal operating procedures, routinely backwash the existing iron and manganese filters to help restore the removal capacity of the media. There is, however, a more thorough process called "batch regeneration" that can be performed on each filter periodically, to ensure that any clogging of the filter media that may come with high iron loadings, will be removed. This will enable the filters to operate as originally designed.

During the process of evaluating this issue, Blake Equipment, who initially installed the filters, performed a batch regeneration on March 25, 2010 in the presence of East Hampton staff. Results of iron levels measured pre-and post regeneration indicated a significant increase in removal capacity of the filters. This option is an Operation and Maintenance-type practice that can be incorporated into the normal O&M procedures of the ROWS. The only additional cost associated with this option is chemical costs, and possibly additional operator time on-site. The costs associated with this option are estimated at approximately **\$500** (per event).



Although the batch regeneration process will help restore the filters to their original design capacity, a second means of optimizing the existing filter system would be to add a third filter unit. As shown above, the iron levels from the time of the original design of the system to the present have increased significantly. The design capacity of the filters is 15 mg/L of iron. Once the levels increase above that maximum level, the filter's efficiency substantially decreases. The installation of an additional filter of the same type and capacity as the existing units would provide an increase in the amount of iron that could be removed by the IMF system. This is also a fairly low-budget option, with an estimated cost of materials and installation of \$5,400 that could potentially provide noticeable results.

Cleaning and Rehabilitation of the Well

The Aqua Freed system is a method of rehabilitating existing wells to obtain a higher yield, as well as reducing iron and manganese levels by removing loose material within the geologic formation surrounding the well. This treatment was performed by Subsurface Technologies, Inc. in 2008 at the Village Center Water System (Well #2). The advantages to performing this treatment at ROWS's Well #3 is that the 'first slug' of high-iron water that appears to be fouling the filters, should be controlled. A permanent 'set-up' can be installed by Subsurface Technologies, Inc. to allow for periodic treatment of the well in the future. It is estimated that the well should be treated annually. Although this is a viable option, we do not expect that the Aqua Freed system alone will solve the problem. It should be used in conjunction with other alternative(s).

The estimated costs associated with this option are broken down into two alternatives. The first is a one-time treatment of the well with the Aqua Freed system, estimated at \$8,900. This cost includes removal of both the existing well pump and an additional pump that remains in the well, treatment of the well, and replacement of the existing pump. The second option is an "add-on" that includes installation of the Aqua Gard system, which allows the equipment to remain in the well for routine cleanings. This would be an additional \$4,460. The annual cleanings of the well will be \$2,440, with a "Well Maintenance Agreement." This pricing and the agreement would be valid for five years and provide for an annual 5 percent increase in the cost of the cleanings.

Replacement Iron and Manganese Treatment System

A Clack Corporation MTM filter system was designed and installed in 2004 with the initial construction of the treatment plant. It was designed for a maximum flow of 30 gpm and 15 mg/L of iron, as previously stated. The tanks are constructed of fiberglass reinforced plastic. The Town could replace these filters with a system designed to handle the higher iron loadings, with a sturdier steel construction. Siemens Water Technologies Corporation (Siemens) manufactures such a system, which would be very similar to the system installed at the Village Center Water System in 2008.

The proposed Siemens system includes a duplex system with two 24-inch diameter carbon steel pressure vessels, designed at 100 psi, with automated multi-port control valves. The vessels will operate in parallel and would contain 4 cubic feet (ft³) of anthracite over 4 ft³ of Greensand Plus.



This option is estimated to cost approximately **\$45,000**. It may be an option to consider for the ROWS in the future, however, it is not a very cost-effective option at this time.

Drill a New Well

At the time the ROWS was designed and permitted, a fifth well site was provided by the developer to the Town of East Hampton, for future use. This well site is located approximately 600 feet to the southeast of the existing pump house. A well drilled at this location has a restricted withdrawal rate of 10 gpm, as is the case with the existing wells, due to the distance of the well site to surrounding sanitary hazards. A new well could potentially replace the water supply of Well #3. The drawbacks to this option are the risk of similar or worse water quality and the costs associated with the significant length of piping required to connect a well to the existing system, estimated at approximately **\$33,000**, with additional permitting and engineering costs.

Hydro-fracture Well #2

Well #2 was drilled in 2004, along with Wells #1, 3, and 4. This well was never fully developed due to the low yield obtained (approximately 3 gpm). To gain additional source water capacity and allow flexibility in the operation of Well #3, a procedure called hydro-fracturing could be performed to help increase the capacity of this well. The purpose of this procedure is to fracture the bedrock of a well in order to gain additional capacity through the newly developed fractures.

At this point, in order to utilize Well #2, re-permitting of the well through the CTDPH would be required. In addition, water quality testing was not performed on this well, so it is unclear whether the same type of problem would exist. This may be a potential future option, if required, but does not appear to be a good short-term solution to the problem. Costs associated with this option would be approximately **\$6,000**.

RECOMMENDATIONS

Based upon the information collected and evaluated, it was determined that no one option alone had the ability to solve the problems at the ROWS. GeoInsight recommends implementing the following options, in order, and evaluating the results. This combination of options has been deemed the most cost-effective, while potentially yielding the most substantial results.

<u>OPTION</u>	<u>ESTIMATED COST</u>
Construction of a Blow-off Valve Assembly	\$4,500
Installation of a Chemical Contact Tank	\$3,500
Installation of an Additional Iron/Manganese Filter	\$5,400
<u>Well Cleaning/Rehabilitation (Aqua Freed + Aqua Gard system)</u>	<u>\$13,360</u>
TOTAL ESTIMATED COST ⁽¹⁾	\$26,760

(1) Please note that these costs are construction alone. Engineering and permitting costs, if required, may be additional.



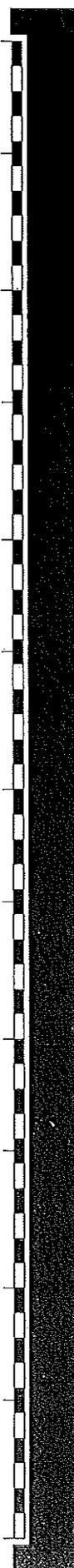
In addition, routine batch regeneration of the iron/manganese filters by East Hampton WPCA operators is recommended on a bi-annual schedule. This schedule may be adjusted, depending on the condition of the filters. With the additional system improvements, it may only be necessary to perform this procedure annually.

GeoInsight appreciates the opportunity to assist the WPCA with the issues experienced at the ROWS. Once you have reviewed the information presented above, please contact us to discuss any questions, comments or concerns you may have.

Sincerely,
GEOINSIGHT, INC.

Rosanne M. Gavrilovic, P.E.
Senior Project Engineer

Donald P. Iannicelli, P.E.
CT Regional Manager



ADDENDUM #1
ROYAL OAKS WATER SYSTEM – WELL #3 EVALUTION
EAST HAMPTON, CONNECTICUT

Issued: April 8, 2010

Based upon questions and comments of the Town of East Hampton Water and Sewer Commission (Commission) during the April 6, 2010 meeting, GeoInsight, Inc. (GeoInsight) is issuing the following modifications/additions to the April 6, 2010 Summary of Findings for Royal Oaks Water System – Well #3 Evaluation report.

1. The costs listed in the report covered estimated construction costs, however, additional engineering and permitting costs will be incurred, depending upon the options selected by the Town. As the Commission is recommending approval by the Town Council of the four options recommended by GeoInsight, an estimated fee of **\$8,250** for engineering services will be associated with these options. This cost also includes oversight services during construction.
2. Operating costs associated with the four recommended options is estimated at **\$3,100**. This cost may increase slightly over time, as the maintenance agreement associated with the Aqua Gard system does allow for a 5% increase in annual cleaning costs.
3. The following is an estimated schedule for the permitting and construction required as part of implementing the recommended options. Please note that this schedule may change depending upon the timeframe for review and approval by the Connecticut Department of Public Health (CTDPH).

<u>Project Task</u>	<u>Date of Completion</u>
Prepare plans and specifications for submittal to the CTDPH	April 20, 2010
Completion of Well Cleaning/Rehabilitation ⁽¹⁾	April 30, 2010
Expected CTDPH approval	May 3, 2010
Start of water system construction	May 5, 2010
Final walkthrough, as-built plan and final approvals	May 19, 2010

(1) Permitting not required.

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JOK

Item presented by: Jeffery J. O'Keefe

DATE: April 13, 2010

SUBJECT: Review, discuss and possibly adopt proposed sidewalk ordinance and/or consider the formation of a special services district for same.

DEPARTMENT: Town Managers Office

RECOMMENDED ACTION

Review, discuss and possibly adopt proposed sidewalk ordinance, as amended and consider the formation of a special services district for same.

BACKGROUND

At the March 9th council meeting, because of a lack of four affirmative votes, the motion to adopt the sidewalk ordinance failed by a margin of 3 to 2. Two council members were absent from this meeting.

Staff was directed to bring the item back for consideration but to add to this consideration the concept of creating a special services district in which those who would directly benefit from the proposed ordinance would share in paying for the cost of the services within the special district.

Connecticut General Statutes do allow for the formation of these special services districts. I have attached the C.G.S. Chapter 105a which outlines the basis for which a special services district may be created. Only those who would directly benefit from the services of a special services district would be entitled to vote on the matter.

Based on the concept of the formation of a special services district, council should provide direction to staff and re-consider the matter.

Time Line of Events

January 12, 2010 – Public Works recommends the adoption of an ordinance as allowed by CGS Sec. 7-163A shifting the liability for any injuries and property damage to the adjacent property owners. The owner of the adjacent property would have the same duty of care with respect to the presence of snow and ice removal as the Town currently has. The Town would continue to be liable for and responsible for clearing sidewalks adjacent to Town and State owned property.

AGENDA ITEM: 6A

February 9, 2010 - Town Council directed the Director of Public Works to amend the proposed sidewalk ordinance to include a listing of all sidewalks in Town. The Town Council indicated they would review the list and determine which sidewalks the Town would continue to be liable for and would be cleared of snow and ice. This list would be included in an ordinance to that effect.

February 23, 2010 – Town Council reviewed the list of 10.31 miles of existing sidewalks and eliminated 1.39 miles of sidewalks along 6 roads from the list that the Town will be liable for and responsible for snow and ice removal. The sidewalks removed are in the Spice Hill and Royal Oaks developments.

The draft ordinance as written includes a listing of the remaining 8.92 miles of sidewalks in Town that the Town will be liable for and will be plowed by the Town. The liability and responsibility for snow and ice removal for the six eliminated sidewalks and any new sidewalks would fall on the adjacent property owner.

March 9, 2010 – Public Hearing on proposed ordinance was conducted. Town council, with two members absent, voted down the motion by a margin of 3 to 2 and directed staff to bring the matter back for consideration at their March 23rd meeting, but with the idea of creating a special services district.

AGENDA ITEM: _____

East Hampton currently has no ordinance to shift liability to abutters and as such is entirely liable for any injuries and responsible for snow and ice removal on all 10.31 miles of public sidewalks.

Other factors to consider:

- 1) The majority of towns surveyed do not clear sidewalks.
- 2) Most towns have an ordinance shifting liability and responsibility to the abutter.
- 3) The Town will continue to repair broken and heaved sidewalks.
- 4) It costs the Town approximately \$11,000/year in labor and equipment costs.
- 5) The Royal Oaks and Skyline developments will add additional sidewalks in the near future.
- 6) The "Trackless" machine used to clear the sidewalks can be equipped with either a 5' wide plow or snow blower. The Trackless has a 105 HP engine and is powerful enough to clear deep drifts and snow banks.
- 7) Our Trackless is 14 years old and has a replacement cost of \$105,000. Less expensive tractors narrow enough to fit on a sidewalk are typically only 24 HP and not powerful or durable enough to withstand the rigors of snow operations.
- 8) As currently written, the Town will be bound by ordinance to clear 8.92 miles of sidewalks and as a result will have to maintain a vehicle capable of performing this work. Less expensive equipment options could be considered if the Town was only responsible for clearing adjacent to Town owned properties.
- 9) In the event of a breakdown the Town will have to purchase or lease equipment or contract out to clear the sidewalks specified in the ordinance. Currently, the Town does not have any equipment suitable for use as a backup.
- 10) The cost per capita of clearing the sidewalks is approximately \$0.87 based on a 2008 population of 12685 as determined by the Chatham Health District.
- 11) This equates to a cost per property tax payer of \$1.80.
- 12) Approximately 293 properties have sidewalks. This equates to a benefit of \$37.54 per property.

AGENDA ITEM: _____

ALTERNATIVE ACTIONS

Other direction as determined by Town Council.

FISCAL IMPACT

It costs the Town approximately \$11,000/year in labor and equipment costs to clear sidewalks.

	Quantity	Non-overtime Labor Rate/Hr.	FEMA Equip. Rate/Hr.	Hours*	# of Storms**	Total
Maintainer II	2	\$21.36		5.5	16.2	\$3,806.35
Trackless w/plow	1		\$45.00	5.5	16.2	\$4,009.50
Pickup	1		\$35.00	5.5	16.2	\$3,118.50
* Varies between 3-8 hours depending on storm - 5.5 hours average.						\$10,934.35

** 10 year average of 16.2 storms per year.

Note: The above labor rate is a non-overtime rate. More often than not the sidewalks are cleared on overtime to be ready for school the next day. The overtime labor rate is 1.5 times the non-overtime rate.

EH: Clerks Office

AGENDA ITEM: _____

CHAPTER 105a* MUNICIPAL SPECIAL SERVICES DISTRICTS
4 of 8 document(s) retrieved

CHAPTER 105a*
MUNICIPAL SPECIAL SERVICES DISTRICTS

*See chapter 105 re fire, sewer and other districts.

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- Sec. 7-339m. Purpose of special services districts.
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- Sec. 7-339p. Referendum on ordinance establishing special services district.
- Sec. 7-339q. Board of commissioners of district. Contract awards.
- Sec. 7-339r. Tax levy for benefit of special services district.
- Sec. 7-339s. Dissolution of special services district.
- Sec. 7-339t. Provisions of ordinance creating special services district.

Sec. 7-339m. Purpose of special services districts. Any municipality may establish by ordinance of its legislative body as provided in this chapter, within its confines, a special services district or special services districts to promote the economic and general welfare of its citizens and property owners through the preservation, enhancement, protection and development of the economic health of such municipality.

(P.A. 73-621, S. 1; P.A. 75-98; P.A. 89-92.)

History: P.A. 75-98 required that municipality have population of at least 35,000, rather than 80,000 as before; P.A. 89-92 eliminated the requirement that a municipality have a population in excess of 35,000 in order to establish a special services district.

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Sec. 7-339n. Powers of special services district. A special services district shall constitute a body politic and corporate and the ordinance establishing such a district shall confer upon such district such of the following powers as are provided in the ordinance: (1) To sue and be sued; (2) to acquire, hold and convey any estate, real or personal; (3) to contract; (4) to borrow money, provided any obligation incurred for this purpose shall be discharged in accordance with the provisions of the ordinance establishing such district not more than seven years after it was incurred, and such district may pledge any revenues to be received pursuant to section 7-339r against any such obligation; (5) to recommend to the legislative body of the municipality in which such district is located the imposition of a levy upon the taxable interests in real property within such district, the revenues from which may be used in carrying out any of the powers of such district; (6) to construct, own, operate and maintain public or common improvements; and (7) to provide, within such district, some or all of the other services which such municipality is authorized to provide therein, except that no such ordinance may confer upon any

such district the power to provide elementary or secondary public education services, and provided further no such ordinance may confer upon any such district the power to provide services which are then being provided within any portion of the area included in such district by any multitown body or authority.

(P.A. 73-621, S. 2; P.A. 07-154, S. 4; 07-196, S. 6.)

History: P.A. 07-154 replaced alphabetic Subdiv. designators with numeric Subdiv. designators and in Subdiv. (4) changed date for repayment of any loan from 1 year to 7 years, effective September 1, 2007; P.A. 07-196 provided that obligations shall be discharged in accordance with the ordinance establishing the district not more than 7 years after incurred, and that the district may construct, own, operate and maintain common improvements.

See Sec. 7-339r re tax levy for benefit of special services district.

See Sec. 7-339t re provisions of ordinance creating special services district.

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Sec. 7-339o. Powers regarding motor vehicle parking. In addition to the powers enumerated in section 7-339n, an ordinance establishing a special services district may confer upon such district some or all of the following powers: (a) To construct, acquire, or obtain leasehold interests in motor vehicle parking facilities, within or without such district; (b) to operate a motor vehicle parking facility, within or without such district; (c) to lease or sublease to other parties motor vehicle parking facilities; (d) to enter into, fund and perform agreements which reduce the cost of motor vehicle parking to residents of such district and to employees of, and those doing business with, businesses located within such district.

(P.A. 73-621, S. 3.)

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Sec. 7-339p. Referendum on ordinance establishing special services district. (a) An ordinance establishing a special services district shall not take effect unless, within sixty days of the adoption of such ordinance: (1) If such district is not divided into subdistricts pursuant to subsection (b) of section 7-339r, a referendum is held among all the holders of record of taxable interests in real property within such district on the question of whether such ordinance shall take effect, and unless a majority of such owners shall respond affirmatively and unless the holders of such taxable interests of real property the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property within such district shall respond affirmatively; or (2) if such district is divided into subdistricts pursuant to subsection (b) of section 7-339r, a separate referendum is held among all the holders of record of taxable interests in the real property within each such subdistrict on the question of whether such ordinance shall take effect, and unless a majority of such holders in each such subdistrict shall respond affirmatively and unless the holders of such taxable interests in real property within each such subdistrict the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property within each such subdistrict shall respond affirmatively; (3) if the ordinance establishing such district creates different categories of land use within such district pursuant

to subdivision (1) of subsection (c) of section 7-339r, a separate referendum is held among all the holders of record of taxable interests in real property in each such land use category in such district on the question of whether such ordinance shall take effect, and unless a majority of such holders in each such land use category shall respond affirmatively and unless the holders of taxable interests in real property in each such land use category the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property in each such land use category within such district shall respond affirmatively; and (4) if such district is divided into subdistricts pursuant to subsection (b) of section 7-339r, and if the ordinance establishing such district creates different categories of land use within such district pursuant to subdivision (1) of subsection (c) of section 7-339r, and if such ordinance also provides a different basis for the determination of the levies on the same land use category in different subdistricts pursuant to subdivision (2) of subsection (c) of section 7-339r, a separate referendum is held among all the holders of taxable interests in real property in each such land use category in each such subdistrict on the question of whether such ordinance shall take effect, and unless a majority of such holders in each such land use category in each such subdistrict shall respond affirmatively and unless the holders of such taxable interests in real property in each such land use category in each such subdistrict the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests within each such land use category within each such subdistrict shall respond affirmatively. For the purposes of this section, any tenant in common of any freehold interest in real property shall have a vote equal to the fraction of his ownership in said interest. Any joint tenant of any freehold interest in real property shall vote as if each tenant owned an equal, fractional share of such real property. A corporation shall have its vote cast by the chief executive officer of such corporation or his designee. No owner shall have more than one vote.

(b) The ordinance establishing a special services district shall prescribe the method and manner in which any such referendum shall be conducted, and shall provide the qualifications for those participating in any such referendum. Any such referendum may be conducted by mail.

(c) No holder of record of a taxable interest in real property, whether such record holder is a corporation, partnership, unincorporated association, trustee, fiduciary, guardian, conservator, or other form of entity, or any combination thereof, and whether such record holder is an individual who holds interests jointly, or in common with another individual or individuals, or with any one or more of the foregoing, shall be precluded from participating in any such referendum because of the form of entity which holds such record interest.

(P.A. 73-621, S. 4; P.A. 88-306, S. 1.)

History: P.A. 88-306 amended Subsec. (a) by adding provisions re voting by a tenant in common or a joint tenant of a freehold interest in real property or a corporation and prohibiting an owner from having more than one vote.

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Sec. 7-339q. Board of commissioners of district. Contract awards. The ordinance establishing a special services district shall provide that the business of such district shall be conducted by a board of commissioners and by such agents as the ordinance may authorize them to designate, and such ordinance shall further provide the number, qualifications and manner of election of such commissioners. All orders or contracts for expenditures by any such board on behalf of any such special services district which are greater than five thousand dollars shall be awarded to the lowest responsible

qualified bidder only after a public invitation to bid, which shall be advertised in a newspaper having circulation in such special services district.

(P.A. 73-621, S. 5.)

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Sec. 7-339r. Tax levy for benefit of special services district. (a) An ordinance establishing a special services district shall provide the time and manner for determining the levy on real property within such district which is recommended by the board of commissioners of such district pursuant to subsection (e) of section 7-339n.

(b) In order to provide that different areas, and different land use categories, within any such special services district may share equitably in the funding of such district in proportion to the different benefits to be derived therefrom, an ordinance establishing a special services district may divide such district into subdistricts, and such ordinance may further provide a separate basis for the determination of the levy recommended pursuant to subsection (e) of section 7-339n on taxable interests in real property within each such subdistrict.

(c) (1) An ordinance establishing a special services district may create, for taxing purposes only, different categories of land use within such district, and such ordinance may further provide a separate basis for the determination of the levy recommended pursuant to subsection (e) of section 7-339n on each such category of land use. (2) If an ordinance establishing such a district divides such district into subdistricts, and if such ordinance also creates different land use categories, such ordinance may also provide a basis for the determination of the levy recommended pursuant to subsection (e) of section 7-339n on taxable interests in real property in a land use category in any such subdistrict which is different from the basis for determining the levy recommended on taxable interests in real property in the same land use category in another subdistrict or in other subdistricts.

(d) An ordinance establishing a special services district shall provide that, when the board of commissioners of such district shall, in a timely manner, recommend to the legislative body of the municipality in which such district is located a levy upon the taxable interests in real property within such district, pursuant to subsection (e) of section 7-339n and pursuant to such ordinance, it shall be the obligation of such legislative body to impose such levy as a municipal levy, and such levy shall be in addition to the regular municipal levy, and it shall be the obligation of the municipality to collect such levy for the benefit of such district. All moneys received by the board of commissioners of any such district or by a municipality on behalf of any such district shall be paid into the general fund of such municipality where an account shall be maintained of such moneys for the benefit of such district. Any provision of the general statutes, any special act or any municipal charter to the contrary notwithstanding, the treasurer of such municipality shall disburse such funds in accordance with an annual budget adopted by the board of commissioners of such district.

(P.A. 73-621, S. 6; P.A. 83-587, S. 8, 96.)

History: P.A. 83-587 made a technical amendment.

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Sec. 7-339s. Dissolution of special services district. (a) At any time after a special services district has been established pursuant to sections 7-339m and 7-339o, such district may be dissolved in any one of the following ways: (1) By the adoption of an ordinance repealing the ordinance establishing such special services district; or (2) if such district is not divided into subdistricts pursuant to subsection (b) of section 7-339r, and if the ordinance establishing such district does not create different land use categories pursuant to subdivision (1) of subsection (c) of section 7-339r, by the holding of a referendum by the board of commissioners of such district among all the holders of record of taxable interests in real property within such district on the question of whether such district shall be dissolved, provided a majority of such holders shall respond affirmatively or provided the holders of taxable interests in real property the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property within such district shall respond affirmatively; or (3) if such district is divided into subdistricts pursuant to subsection (b) of section 7-339r, and if the ordinance establishing such district does not create different land use categories pursuant to subdivision (1) of subsection (c) of section 7-339r, by the holding by the board of commissioners of such district of a separate referendum among all the holders of record of taxable interests in the real property within each such subdistrict on the question of whether such district shall be dissolved, provided a majority of such holders in any such subdistrict shall respond affirmatively or provided the holders of taxable interests in real property within any subdistrict the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property within such subdistrict shall respond affirmatively; or (4) if such district is not divided into subdistricts pursuant to subsection (b) of section 7-339r, and if the ordinance establishing such district creates different categories of land use within such district pursuant to subdivision (1) of subsection (c) of section 7-339r, a separate referendum is held among all the holders of record of taxable interests in the real property in each such land use category in such district on the question of whether such district shall be dissolved, and unless a majority of such holders in any such land use category shall respond affirmatively and unless the holders of taxable interests in real property in any such land use category the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests in real property in such land use category within such district shall respond affirmatively; or (5) if such district is divided into subdistricts pursuant to subsection (b) of section 7-339r, and if the ordinance establishing such district creates different categories of land use within such district pursuant to subdivision (1) of subsection (c) of section 7-339r, a separate referendum is held among all the holders of taxable interests in real property in each such land use category in each such subdistrict on the question of whether such district shall be dissolved, and unless a majority of such holders in any such land use category in any such subdistrict shall respond affirmatively or unless the holders of such taxable interests in real property in any such land use category in any such subdistrict the assessments of which shall constitute more than one-half of the total of assessments for all taxable interests within such land use category within each such subdistrict shall respond affirmatively.

(b) The board of commissioners of the special services district in question shall determine the manner in which any referendum held pursuant to subdivision (2), (3), (4) or (5) of subsection (a) of this section shall be conducted. Any such referendum may be conducted by mail.

(c) If any special services district is dissolved pursuant to subsection (a) of this section, the board of commissioners of such district shall proceed to wind up the affairs of such district as of the end of the then current fiscal year of such district. If, after the dissolution of a special services district, such district shall have liabilities, whether fixed or contingent, the legislative body of the municipality in which such district was located shall have the authority to impose, in addition to the regular municipal levy, a levy on the real property within such district, in the same manner as is provided for the determination of such

levy by the board of commissioners of such district in the ordinance establishing such district, for as many years as any such liabilities shall remain outstanding, and such levy shall be calculated to produce enough revenues to satisfy and release such liabilities as they become due, and such revenues shall be deposited into the general fund of such municipality and shall be dispersed by such municipality, at the direction of its chief executive officer, solely for the purposes stated herein. If, after the dissolution of a special services district, such district shall have assets which remain following the winding up of the affairs of the special district, such assets shall be transferred to the municipality within which such district was located.

(P.A. 73-621, S. 7.)

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Sec. 7-339f. Provisions of ordinance creating special services district. The provisions of any municipal charter or of any general statute or special act to the contrary notwithstanding, an ordinance establishing a special services district may provide: (a) That the municipality in which such district is located is excused from providing within such district, or within some or all of the subdistricts, if any, within such district, some or all of the services which such district is authorized to provide pursuant to subsection (g) of section 7-339n, provided such ordinance shall also provide that thenceforth it shall be the obligation of such district to provide such services as to which the municipality has been excused; (b) that the municipality within which such district is located may enter into a contract with such district in which the city is excused from providing within such district, or within some or all of the subdistricts, if any, within such district, some or all of the services which such district is authorized to provide pursuant to subsection (g) of section 7-339n, and in which such district agrees to provide all such services as to which the municipality has been excused; (c) that, if such ordinance contains a provision excusing the municipality from the performance of any services pursuant to subsection (a) of this section, the municipality shall make an annual grant to such district, in a fixed amount or based upon a formula set forth in such ordinance, for the purpose of compensating such district for the services from which the municipality is excused and for which such district is to become responsible; (d) that, if such ordinance contains a provision authorizing the municipality and such district to enter into a contract pursuant to subsection (b) of this section excusing the municipality from the performance of certain services and obligating such district to provide such services, the municipality may also agree, in such contract, to make an annual grant to such district, in a fixed amount or based upon a formula set forth in such contract, for the purpose of compensating such district for the services from which the municipality is excused and for which such district is to become responsible; (e) that, as to any services which the municipality is excused from performing and which such district is to become responsible for performing, whether by the terms of such ordinance itself or by the terms of a contract entered into pursuant to authority granted in such ordinance, the municipality and such district may enter into a contract or contracts having a fixed term or extending for the life of such district in which such district is given the right to elect to purchase, at intervals stated in such contract and for periods of time stated in such contract, from the municipality, some or all of such services either at prices fixed in such contract or at prices to be determined in accordance with a formula set forth in such contract, or at prices determined by a combination of these methods; (f) that all or certain of the interests in real property held by such district are not subject to the municipal property tax; (g) that all or certain of the personal property owned by such district is not subject to the municipal property tax; and (h) that interests in real property held by such district, and personal property owned by such district, are subject to the municipal property tax but that any such tax may be abated prospectively by the legislative body of the municipality.

(P.A. 73-621, S. 8.)

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Article IV - Snow and Ice on Sidewalks

273.8 Definitions

As used in this article, a sidewalk is defined as any gravel, brick, cement, asphalt, or other material constructed or paved as a path or walkway for the use, convenience and safety of the general public and which adjoins public streets.

273.9 Standards Adopted

The provisions of C.G.S. Sec. 7-163a are hereby adopted effective _____.

273.10 Liability of Town

Notwithstanding the provisions of C.G.S. 13a-149 or any other general statute or special act, the Town of East Hampton shall not be liable for personal injury or property damage caused by the presence of ice or snow on a public sidewalk unless the Town of East Hampton is the owner or person in possession and control of land abutting such sidewalk. Nothing in this Section shall insulate the Town of East Hampton from liability for its affirmative acts with respect to public sidewalks.

273.11 List of sidewalks which the Town will maintain:

North Maple Street, beginning at West High Street (Route 66) and ending at High School;
Hills Avenue, beginning at North Maple Street and ending at North Main Street;
North Main Street, beginning at 11 North Main Street (Theater Square) and ending at Hills Avenue;
North Main Street, beginning at East High Street (Route 66) and ending at Lake Drive;
Lake Drive, beginning at North Main Street and ending at Mott Hill Road;
East High Street, beginning at North Main Street and ending at Carrier Road;
East High Street, beginning at Main Street and ending at Lake View Street (Route 196);
Lake View Street (Route 196), beginning at East High Street (Route 66) and ending at Summit Street (Route 196);
Summit Street (Route 196), beginning at Lake View Street (Route 196) and ending at Sign Post in walk at 25 Summit Street;
Summit Street (Route 196), beginning at 23 Summit Street (Route 196) and ending at Main Street;
Starr Place, beginning at Summit Street (Route 196) and ending at 3 Starr Place;
Bevin Boulevard, beginning at Summit Street (Route 196) and ending at Rear School Entrance;
Summit Street (Route 196), beginning at 4 Summit Street (Route 196) and ending at Main Street;
Walnut Avenue, beginning at Main Street and ending at 25 Walnut Avenue;
South Main Street, beginning 27 South Main Street and ending at Colchester Avenue (Route 16);

Main Street, beginning at Colchester Avenue (Route 16) and ending at 56 Main Street;
Main Street, beginning at 105 Main Street (Senior Center/Library) and ending at 97 Main Street;
Main Street, beginning at 93 Main Street and ending at East High Street (Route 66);
Barton Hill Road, beginning at Main Street and ending at West property line of 26 Barton Hill Road;
Barton Hill Road, beginning at East property line of 42 Barton Hill Road and ending at Maple Street;
Maple Street, beginning at Barton Hill Road and ending at West High Street;
West High Street, beginning at Maple Street and ending at Main Street;
Governor Bill O'Neill Drive, beginning at West High Street (Route 66) and ending at Driveway loop;
Edgerton Street, beginning at Main Street and ending at Smith Street;
Chatham Fields Road, beginning at Edgerton Street and ending at cul-de-sac;
Smith Street, beginning at Edgerton Street and ending at Walnut Avenue;
Viola Drive, beginning at Smith Street and ending at Viola Drive (loop);
Valli Drive, beginning at Viola Drive and ending at cul-de-sac; and
Skinner Street (Route 196), beginning at 25 Skinner Street (Route 196) and ending at Main Street.

273.12 Duty and liabilities of adjacent property owners

The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his property as the municipality had prior to the effective date of this article adopted pursuant to the provisions of C.G.S. 7-163a and shall be liable for personal injury or property damage caused by a breach of said duty.

273.13 Limitation on actions

No action to recover damages for injury to the person or to property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk shall be brought but within two years from the date when the injury is first sustained.

Article V - Snow Removal from Sidewalks

273.14 Removal of snow from sidewalks required

A.

All owners, entities, or persons in possession and control of property that adjoins any public sidewalk shall remove the snow and ice accumulated on it within 24 hours after the cessation of a snow or ice storm. Ice that has formed on a public sidewalk due to refreezing of standing water or moisture shall be removed or the slippery condition abated within 24 hours of such refreezing of water or moisture.

B.

The Public Works Department shall ensure that snow and ice is removed from all sidewalks abutting Town-owned property, except for such sidewalks as are the responsibility of the Board of Education of the Town of East Hampton. Where the property owner, entity, or person in control of property abutting a public sidewalk has failed to remove snow and/or ice within twenty-four hours after the cessation of a snow or ice storm, the Director of Public Works may cause to have such snow and/or ice removed from said sidewalks, with the cost of such removal being charged to the property owner, person, or entity in possession and control of property abutting said public sidewalk. The cost of such removal to be charged to the property owner, person, or entity in possession and control may include the cost of department manpower and equipment and/or the cost of private contractors hired by the Town to facilitate the removal of snow and ice as aforesaid.

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval:

JOL

Item to be presented by:

Jeffery O'Keefe

DATE: April 13, 2010

SUBJECT: Memorial School Roof & Oil Tank Building Committees

DEPARTMENT: Town Manager

RECOMMENDED ACTION

That Town Council approve the attached resolutions naming the members of the Building Committees for the Memorial School Roof project and the Memorial School Oil Tank Replacement project.

BACKGROUND

Town Council approved the resolution establishing the make up of the Building Committees for the Memorial School Roof and Oil Tank Replacement projects at their February 23, 2010 meeting. The named individuals now need to be approved.

ALTERNATIVE ACTIONS

Not to approve the resolutions.

FISCAL IMPACT

None.

RESOLUTION

BE IT RESOLVED that the East Hampton Town Council does hereby establish a building committee for the "Memorial School Roof Project" consisting of the following individuals: Christopher Goff from Town Council, Joanne Barmasse from the Board of Education Facilities and School Grounds Committee and Thomas Seydewitz from the Community at Large. Said project shall be under the coordination, administration and general supervision of the Facilities Manager, Frank Grzyb.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 13th day of April, 2010.

Sandra M. Wieleba, Town Clerk
Town of East Hampton

RESOLUTION

BE IT RESOLVED that the East Hampton Town Council does hereby establish a building committee for the "Memorial School Oil Tank Replacement Project" consisting of the following individuals: Christopher Goff from Town Council, Sheila Wall from the Board of Education Facilities and School Grounds Committee and Thomas Seydewitz from the Community at Large. Said project shall be under the coordination, administration and general supervision of the Facilities Manager, Frank Grzyb.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 13th day of April, 2010.

Sandra M. Wieleba, Town Clerk
Town of East Hampton

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JOK

Item to be presented by: Jeffery J. O'Keefe

DATE: April 13, 2010
SUBJECT: 2010/2011 Budget
DEPARTMENT: Town Managers Office

RECOMMENDED ACTION

Discuss the Board of Finance budget submitted to the Town Council. Move to adopt the budget, set Town Meeting date (April 26th) for the budget and set budget referendum date (May 4th).

BACKGROUND

Attached is the final recommended budget that is being submitted to the Town Council by the Board of Finance. Town Council is now responsible for reviewing this budget and for setting the Town Meeting date and budget referendum date for same.

Town Council may adopt the recommended budget set by the Board of Finance (BOF), could send it back to the BOF for further recommendations, or can lower the budget and send it to referendum. The Town Council cannot raise the recommended budget as presented by the BOF.

ALTERNATIVE ACTIONS

As determined by Town Council

FISCAL IMPACT

\$38 million and a .97 mill rate increase

TOWN OF EAST HAMPTON
NOTICE OF SPECIAL TOWN MEETING –APRIL 26, 2010

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of East Hampton, Connecticut, will be held at in the East Hampton High School Auditorium on 15 North Maple Street in East Hampton, Connecticut, on the 26th day, of April, 2010 at 7:00 p.m. 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 2010 - 2011 as recommended by the Town Council.
2. To consider and act upon a resolution,

(a) to appropriate \$3,440,000 for costs in connection with improvements to Memorial Elementary School consisting of the replacement of all or portions of the roof, removal and replacement of a fuel oil tank and related work including but not limited to preparation for future solar energy improvements, and in connection with the financing of the project. The school building committee or committees established from time-to-time by the Town Council for the project shall be authorized to determine the scope and particulars of the project and may reduce or modify the scope of the project, and the entire appropriation may be expended on the project as so modified or reduced; and the entire appropriation may be expended on the project as so reduced or modified. The appropriation may be spent for design, construction, materials, equipment, engineering, architect and other consultant fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project or it's financing. The Town anticipates receiving State Department of Education grants to defray in part the appropriation for the project;

(b) to authorize the issue of bonds or notes in an amount not to exceed \$3,440,000 to finance the appropriation for the project; to provide that the amount of bonds, notes or temporary notes authorized shall be reduced by the amount of grants received by the Town for the project; to authorize the issue and renewal of temporary notes and interim funding obligations from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes and the receipt of grants for the project; and to authorize the Chairman or the Vice-Chairman of the Town Council and the Town Manager or the Finance Director of the Town to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds, notes and temporary notes; and to perform all other acts which are necessary or appropriate to issue the bonds, notes and temporary notes;

(c) to take such action to allow temporary advances of available funds and to establish the reasonable expectation of the Town to reimburse any such advances (except to the extent reimbursed from grant moneys) from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing to be authorized for the project; to authorize the Chairman or the Vice Chairman of the Town Council and the Town Manager or the Finance Director to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or

advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and to make representations and enter into written agreements for the benefit of holders of the bonds, notes or other obligations to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds, notes or other obligations;

(d) to authorize school building committee or committees established for the project to approve design and construction expenditures for the project, to select architects, engineers, contractors and others to complete the project, and to exercise such other powers as are necessary or appropriate to complete the project and to obtain grants to offset the costs of the project and its financing; and to authorize the Board of Education to apply for and accept state grants for the project; and

(e) to authorize Town Council, the Chairman and the Vice-Chairman of the Town Council, the Town Manager, the Finance Director, the Board of Education, any school building committee or committees established for the project and other proper officers and officials of the Town to take all other action which is necessary or desirable to complete the project and to issue bonds, notes or temporary notes and obtain grants to finance the aforesaid appropriation.

Dated at East Hampton, Connecticut, this 13th day of April, 2010.

PER ORDER OF THE EAST HAMPTON TOWN COUNCIL

Melissa H. Engel, Council Chairperson

John W. Tuttle, Vice Chairman

Thomas M. Cordeiro, Council Member

William G. Devine, Council Member

Christopher J. Goff, Council Member

Barbara W. Moore, Council Member

Susan B. Weintraub, Council Member

Sandra W. Wieleba, Town Clerk

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: Jok

Item to be presented by: Jeffery J. O'Keefe

DATE: April 13, 2010

SUBJECT: Renegotiated contract between the Board of Education and the East Hampton Education Association

DEPARTMENT: Town Managers Office

RECOMMENDED ACTION

Review and approve the renegotiated contract between the Board of Education and the East Hampton Education Association

BACKGROUND

The Town Council encouraged the Board of Education to work collaborative with the East Hampton Education Association to see what concessions might be reached to deal with a difficult budget season and prevent possible teacher layoffs.

We are pleased to report that a new contract has been reached between the Board of Education and the East Hampton Education Association (see attached)

Town Council had committed to reviewing the newly renegotiated contract for consideration and approval.

ALTERNATIVE ACTIONS

As determined by Town Council

FISCAL IMPACT

A \$626,805 reduction in the East Hampton Education Association contract over a three year period.



APR - 7 2010

**EAST HAMPTON PUBLIC SCHOOLS
ADMINISTRATIVE OFFICES**

94 Main Street
East Hampton, Connecticut 06424-1119
TELEPHONE (860) 365-4000
FAX (860) 365-4004

JUDITH A. GOLDEN, Ph.D.
Superintendent of Schools

KEVIN M. REICH
Assistant Superintendent

BRIAN S. REAS
Director of Support Services

KAREN HITCHCOCK ASETTA
Business Services Coordinator

TO: Jeffrey O'Keefe, Town Manager

FROM: Judith A. Golden, Ph.D., Superintendent of Schools 

SUBJECT: Summary of contract changes in renegotiated contract between the EHEA and the Board of Education

DATE: April 5, 2010

The changes to the contract which was approved by the Board of Education after Ratification by the teachers on April 5, 2010 are in the salary and benefits sections and to the side letter of agreement on the 187th day. No other changes were made to the contract.

SALARY:

2010 – 2011 *GWI 1.41% plus step = 2.75% (old contract 4.17%) Savings: \$164,084

2011 – 2012 GWI 1.41% plus step = 2.66% (old contract 4.25%) Savings: \$361,299

2012 – 2013 GWI 3.00% plus step = 4.15% **Savings: \$101,422

Total Savings over three years: \$626,805

**GWI = General Wage Increase*

The savings incurred are a result in the first year of a lower increase however, in the second year, there is a lower increase compounded by the lower base of the previous year. In the third year despite the higher GWI, there is a savings for this same reason.

**The assumption was made that had we renegotiated in 2011- 2012 for the 2012 – 2013 school year, there would have been an increase in the neighborhood of 1.5% based on current negotiated contracts. The third year at 3% on the lower base compounded over three years provides more of a savings than the 1.5% would have on the higher base.

BENEFITS:

The health care plans will increase in the first year in the amounts agreed upon for the 2010 – 2011 school year. They will remain at this level for the 2011 – 2012 school year. In the third year of the contract, 2012 – 2013 each premium cost share will increase by 1%.

Example: PPO plan year 1=16%, year 2=16%, year 3=17%

SIDE LETTER:

The EHEA and the Board have a side letter which provides for the teachers to work independently for a 187th day. For the first two years of the contract this side letter will not be in effect. It will take effect again in the third year of the contract.

**TOWN OF EAST HAMPTON
AGENDA REPORT**

Town Manager Approval: JJK

Item to be presented by: Jeffery J. O'Keefe

DATE: April 13, 2010
SUBJECT: Contingency Transfer
DEPARTMENT: Town Managers Office

RECOMMENDED ACTION

Approve a contingency transfer of \$9,950 from the contingency account to the Town Managers Professional Services account as recommended by the Board of Finance on March 29, 2010 and as recommended by the Water Development Task Force.

BACKGROUND

The Board of Finance approved a contingency transfer of \$9,950 from the contingency account to the Town Managers Professional Services account to award a contract to Tighe & Bond (see attached contract) for the development of a Financial Planning Program for the Towns Municipal Water System as was recommended by the Towns Water Development Task Force.

ALTERNATIVE ACTIONS

As determined by Town Council

FISCAL IMPACT

Transfer of \$9,950 from the contingency account to the Town Managers Professional Services account

**Town of East Hampton
Additional Appropriation / Transfer Request Form
Fiscal Year 2009-2010**

Fund: General Fund (#01)
Department: Contingency / Town Manager

Additional Appropriation
Transfer

The following additional appropriation / transfer is recommended for board approval.

<u>Transfer From</u>		
Contingency	01120000-5990	<u>\$ 9,950</u>
<u>Transfer To</u>		
Town Manager – Professional Services	01010000-5330	<u>\$ 9,950</u>

Explanation
Funds for the development of a financial planning program for a municipal water system.
See attached for additional information.

Source of Funds
The general fund contingency account has a balance of \$72,480.

<u>Approved</u>	<u>Yes</u>	<u>No</u>	<u>Date</u>
Board of Finance	X		03-29-2010 (6-0)
Town Council			

E-05800-035
March 3, 2010



Mr. Jeffery J. O'Keefe
Town Manager
Town of East Hampton
20 East High Street
East Hampton, CT 06424

Re: **Proposal for the Development of a Financial Planning Program**

Dear Mr. O'Keefe:

We are please to submit this proposal in response to your e-mail dated January 28, 2010 for the development of a financial planning program to meet the goals of East Hampton for the municipal water system as described in the "Initial Water Supply Plan" (Supply Plan) dated November 19, 2004.

Project Goals and Approach

The goal of East Hampton for the financial program is to develop a creative funding plan and implementation strategy to minimize the cost impacts on potential customers for a centralized public water system. The Town has adequately demonstrated that a water system is required in the "Need for and Feasibility of a Centralized Water System" (Feasibility Study) dated July 18, 2006. In the Feasibility Study it is clearly demonstrated that the existing and any future rock wells do not have adequate capacity to supply the area. In addition, it is also documented that the groundwater in the service area is contaminated or has potential to be contaminated due to the Brownfields in the area. However, the costs of the system were unacceptable to the public with assessments ranging from \$6,000-12,000 per customer depending on the amount contributed from the general fund. These costs were developed in 2006-2007 assuming that 30% grants would be attained. Therefore, the costs may be even higher today. The Town needs a plan to reduce these cost impacts on the potential customers.

Tighe & Bond will assist the Town in achieving its goal by:

1. Using a step by step approach which we have used for other municipalities.

We utilized this approach for Buzzard Bay and were successful in positioning the Town to be eligible for a 75% grant for a \$30 million project from the United States Department of Agricultural (USDA) Rural Development (RD) even though there was initial uncertainty that the project would meet RD criteria. Our approach will include the following steps:

- Identifying funding sources such as municipal bonds, government loans and government grants.
- Identifying means of delivery methods such as traditional design/bid/build, design/build, and design/build/operate.
- Identifying means to operate the facilities such as authority operation, municipal operation, private-public operation, and private operation and ownership.
- Identifying means for cost recovery and acquiring revenue such as general funds, beneficial assessments, public user fees/charges and private user fees and charges.



2. **Utilizing current and future grants and loans from funding agencies.** We will continue to work with agencies with which we have successfully worked in the past and will contact other agencies about funds that have or will become available. We have already contacted USDA RD and determined that they may be willing to provide grants to the two Census Designated Places (CDP) as shown on the attached map:
 - East Hampton, which is located around the village center
 - Lake Pocotopaug, which is located around the lake
3. **Using engineering skills.** We will use our water treatment and distribution skills to determine how projects can be implemented to maximize grants and implementation strategies. For example, the town may want to first provide water service to all areas in the CDPs to maximize the grants from RD. This will require re-staging the construction.
4. **Completing the evaluation quickly.** The determination of the project feasibility and application for grants and loans will have to be done quickly, since certain grants and loan opportunities may be available only for a short time. Since decisions will depend on the availability of grants and loans, which is constantly changing, it is important to quickly complete this plan. For Buzzard Bay we were able to complete the effort in 4 months.
5. **Evaluating Public-Private Partnerships.** In the previous studies and reports only public options were considered for delivering (engineering and construction) and operating the facilities. Public-Private Partnerships offer a possible solution to the East Hampton cost dilemma. Public agencies can finance projects at lower costs because they have easier access to low-interest municipal loans, government loans and government grants. However, private water companies can provide the following in public-private partnerships:
 - Expertise in water treatment and distribution since they operate multiple water systems and have experts and engineers who are available to the public entity.
 - Lower operating cost since the private utility can offer a greater scale of economy and operate more efficiently.
 - Reduction of risk since the private water company takes on the responsibility of meeting regulations and satisfying customers.

For privatization, private water companies can provide funds by purchasing the system from the municipality to pay back loans and reduce the taxes. The one drawback is that private water companies usually charge more per 1,000 gallons than municipal systems.

By analyzing all these various options in a stepwise manner, East Hampton can be assured that the a funding option and implementation strategy will be developed to reduce the cost impact while providing quality water in the quantities required for the public.

Scope of Work

Task 1 – Identify Funding Options

1. Identify possible grants and loans such as USDA RD, State and Tribal Assistant Grants (STAG), and Small Town Economic Assistance Program (STEAP) from CT Office of Policy and Management. We understand that East Hampton has received STAG for work done to date and still has funds available from previously awarded grants.



2. Identify grants and loans available from the CT Department of Economic and Community Development. We have found that grants and loans are available for public/private partnerships for economic development and job creation.
3. Determine the status of grants and loans from the CT Department of Public Health including the State Revolving Fund (SRF). We understand that East Hampton was ranked very high for loans for a centralized water system. This funding was not received last year because the town's project was not ready for funding. It is expected that this project will receive a high ranking in the future.
4. Present the results of the funding options in a matrix. In the matrix the following will be identified:
 - Funding Program
 - Agency
 - Goal
 - Funds Availability
 - Funding Cycle/Competition
 - Applicability to East Hampton

Task 2 – Identification of Project Delivery Methods

1. Identify phases for constructing the project, considering the incremental costs and persons served to recover costs. Determine the advantages and disadvantages of segmenting the project into small projects versus maximizing the size of the project.
2. Evaluate the following Engineering, Procurement and Construction (EPC) delivery options:
 - Traditional Design/Bid/Build
 - Traditional Design/Bid/Build with Partnering
 - Design/Construction Management
 - Design/Construction Management at Risk
 - Design/Build
 - Design/Build/Operate
 - Privatization
3. Present the results of the project delivery methods in a matrix. In the matrix the following information will be identified:
 - Description of the delivery method
 - Advantages of the delivery method
 - Disadvantages of the delivery method
 - Applicability to East Hampton

Task 3 – Identification of Means to Operate the Facilities

1. Evaluate the following means to operate the facilities by:
 - Authority
 - Town
 - Municipal Ownership with private contract operations
 - Privatization
2. Present the results of the means of operation in a matrix. In the matrix the following information will be provided:

- Description of the operating structure
- Legal requirements
- Managerial requirements
- Advantages
- Disadvantages
- Applicability to East Hampton

Task 4 – Identification of Cost Recovery Methods

1. Evaluate the following means of cost recovery and acquisition of revenue:
 - General funds
 - Beneficial assessments
 - Public user fees/charges
 - Private user fees and charges
2. Present the results of the means of cost recovery and acquisition of revenue. In the matrix the following information will be provided:
 - Description of the cost recovery and acquisition of revenue method
 - Advantages
 - Limitations/Risks
 - Applicability to East Hampton

Schedule

Task 1-4 will be completed in 2 months after we receive the notice to proceed.

Budget

Tighe & Bond will perform these services for a lump sum fee of \$9,950 Invoiced monthly based on percentage complete. In the event that the scope of work is increased for any reason, the lump sum fee to complete the work shall be mutually revised by written amendment. Our attached Terms and Conditions is part of this agreement.

If this proposal along with the attached Terms and Conditions is acceptable, please sign both copies and return one copy to our attention as your authorization to proceed. If you have any questions or require additional information, please contact the undersigned at (860) 895-7211.

Very truly yours,

TIGHE & BOND, INC.



Paul E. Malmrose, P.E.
Vice President



Robert Peirent, P.E.
Senior Vice President

ACCEPTANCE:

On behalf of Town of East Hampton the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

Enclosure: Terms and Conditions
Copy: Mr. Vincent Susco



"CLIENT" is defined in the acceptance line of the accompanying proposal letter or the name the proposal is issued to; Tighe & Bond, Inc. is hereby referenced as "ENGINEER".

1. SCHEDULE OF PAYMENTS

1.1 Invoices will generally be submitted once a month for services performed during the previous month. Payment will be due within 30 days of invoice date. Monthly payments to ENGINEER shall be made on the basis of invoices submitted by ENGINEER and approved by CLIENT. If requested by CLIENT, monthly invoices may be supplemented with such supporting data as reasonably requested to substantiate them.

1.2 In the event of a disagreement as to billing, the CLIENT shall pay the agreed portion.

1.3 Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month (18 percent per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event counsel is retained to obtain payment of an outstanding balance, CLIENT will reimburse ENGINEER for all reasonable attorneys' fees and court costs.

1.4 If CLIENT fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services and retain work product until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CLIENT for delays or damages caused by such suspension.

2. SUCCESSORS AND ASSIGNS

2.1 CLIENT and ENGINEER each binds itself, its partners, successors, assigns and legal representatives to the other parties to this Agreement and to the partners, successors, assigns and legal representatives of such other parties with respect to all covenants of this Agreement. ENGINEER shall not assign, sublet or transfer its interest in this Agreement without the written consent of CLIENT, which consent shall not be unreasonably withheld.

2.2 This Agreement represents the entire and integrated Agreement between CLIENT and ENGINEER and supersedes all prior negotiations, representations or Agreements, whether written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and ENGINEER.

2.3 Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against CLIENT or against ENGINEER.

3. STANDARD OF CARE

3.1 In performing professional services, ENGINEER will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

4. TERMINATION

4.1 This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In addition, CLIENT may terminate this Agreement for its convenience at any time by giving written notice to ENGINEER. In the event of any termination, CLIENT will pay ENGINEER for all services rendered and reimbursable expenses incurred under the

Agreement to the date of termination and all services and expenses related to the orderly termination of this Agreement.

5. RECORD RETENTION

5.1 ENGINEER will retain pertinent records relating to the services performed for the time required by law, during which period the records will be made available upon reasonable request and upon reimbursement for any applicable retrieval/copying charges.

5.2 Samples - All soil, rock and water samples will be discarded 30 days after submission of ENGINEER's report, unless mutually agreed otherwise or unless ENGINEER's customary practice is to retain for a longer period of time for the specific type of services which ENGINEER has agreed to perform. Upon request and mutual agreement regarding applicable charges, ENGINEER will ship, deliver and/or store samples for CLIENT.

6. OWNERSHIP OF DOCUMENTS

6.1 All reports, drawings, specifications, computer files, field data, notes, and other documents, whether in paper or electronic format or otherwise ("documents"), are instruments of service and shall remain the property of ENGINEER, which shall retain all common law, statutory and other reserved rights including, without limitation, the copyright thereto. CLIENT's payment to ENGINEER of the compensation set forth in the Agreement shall be a condition precedent to the CLIENT's right to use documents prepared by ENGINEER.

6.2 Documents provided by ENGINEER are not intended or represented to be suitable for reuse by CLIENT or others on any extension or modification of this project or for any other projects or sites. Documents provided by ENGINEER on this project shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party, other than regulatory agencies, without the prior written consent of ENGINEER. Reuse of documents by CLIENT or others on extensions or modifications of this project or on other sites or use by others on this project, without ENGINEER's written permission and mutual agreement as to scope of use and as to compensation, if applicable, shall be at the user's sole risk, without liability on ENGINEER's part, and CLIENT agrees to indemnify and hold ENGINEER harmless from all claims, damages, and expenses, including attorney's fees, arising out of such unauthorized use or reuse.

6.3 Electronic Documents - ENGINEER cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format. If ENGINEER provides documents in electronic format for CLIENT's convenience, CLIENT agrees to waive any and all claims against ENGINEER resulting in any way from the unauthorized use, alteration, misuse or reuse of the electronic documents, and to defend, indemnify, and hold ENGINEER harmless from any claims, losses, damages, or costs, including attorneys fees, arising out of the unauthorized use, alteration, misuse or reuse of any electronic documents provided to CLIENT.

6.4 Electronic Data Bases - In the event that ENGINEER prepares electronic data bases, geographical information system (GIS) deliverables, or similar electronic documents, it is acknowledged by CLIENT and ENGINEER that such project deliverables will be used and perhaps modified by CLIENT and that ENGINEER's obligations are limited to the deliverables and not to any subsequent modifications thereof. Once CLIENT accepts the delivery of maps, databases, or similar documents developed by ENGINEER, ownership is passed to CLIENT. ENGINEER will retain the right to use the developed data and will archive the data for a period of three years from the date of project completion.

7. INSURANCE

7.1 ENGINEER will retain Worker's Compensation Insurance, Professional Liability Insurance with respect to liabilities arising from negligent errors and omissions, Commercial General Liability Insurance, Excess Liability, and Automobile Liability during this project. ENGINEER will furnish certificates at CLIENT's request.

7.2 Risk Allocation - For any claim, loss, damage, or liability resulting from error, omission, or other professional negligence in the performance of services, the liability of ENGINEER to all claimants with respect to this project will be limited to an aggregate sum not to exceed \$50,000 or ENGINEER's compensation for consulting services, whichever is greater.

7.3 Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of certain damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that may be incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both CLIENT and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. INDEMNIFICATION AND DISPUTE RESOLUTION

8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost to the extent caused by ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom ENGINEER is legally liable. ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

8.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold ENGINEER harmless from any damage, liability or cost to the extent caused by CLIENT's negligent acts, errors or omissions in the performance of this Agreement or anyone for whom CLIENT is legally liable. CLIENT is not obligated to indemnify ENGINEER in any manner whatsoever for ENGINEER's own negligence.

8.3 CLIENT agrees that any and all limitations of ENGINEER's liability, waivers of damages by CLIENT to ENGINEER shall include and extend to those individuals and entities ENGINEER retains for performance of the services under this Agreement, including but not limited to ENGINEER's officers, partners, and employees and their heirs and assigns, as well as ENGINEER's subconsultants and their officers, employees, and heirs and assigns.

8.4 In the event of a disagreement arising out of or relating to this Agreement or the services provided hereunder, CLIENT and ENGINEER agree to attempt to resolve any such disagreement through direct negotiations between senior, authorized representatives of each party. If any disagreement is not resolved by such direct negotiations, CLIENT and ENGINEER further agree to consider using mutually acceptable non-binding mediation service in order to resolve any disagreement without litigation.

9. SITE ACCESS

9.1 Right of Entry - Unless otherwise agreed, CLIENT will furnish right-of-entry on the land for ENGINEER to make any surveys, borings, explorations, tests or similar field investigations. ENGINEER will take reasonable precautions to limit damage to the land from use of equipment, but the cost for restoration of any damage that may result from such field investigations is not included in the agreed compensation for ENGINEER. If restoration of the land is required to its former condition, upon mutual agreement this may be accomplished as a reimbursable additional service at cost plus ten percent.

9.2 Damage to Underground Structures - Reasonable care will be exercised in locating underground structures in the vicinity of proposed subsurface explorations. This may include contact with the local agency coordinating subsurface utility information and/or a review of plans provided by CLIENT or CLIENT representatives for the site to be investigated. ENGINEER shall be entitled to rely upon any information or plans prepared or made available by others. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of damage and costs associated with repair and restoration of damage resulting from the exploration work.

10. OIL AND HAZARDOUS MATERIALS

10.1 If, at any time, evidence of the existence or possible existence of asbestos, oil, or other hazardous materials or substances is discovered, ENGINEER reserves the right to renegotiate the terms and conditions of this Agreement, the fees for ENGINEER's services and ENGINEER's continued involvement in the project. ENGINEER will notify CLIENT as soon as practical if evidence of the existence or possible existence of such hazardous materials or substances is discovered.

10.2 The discovery of the existence or possible existence of hazardous materials or substances may make it necessary for ENGINEER to take accelerated action to protect human health and safety, and/or the environment. CLIENT agrees to compensate ENGINEER for the cost of any and all measures that in its professional opinion are appropriate to preserve and/or protect the health and safety of the public, the environment, and/or ENGINEER's personnel. To the full extent permitted by law, CLIENT waives any claims against ENGINEER and agrees to indemnify, defend and hold harmless ENGINEER from any and all claims, losses, damages, liability, and costs, including but not limited to cost of defense, arising out of or in any way connected with the existence or possible existence of such hazardous materials substances at the site.

11. SUBSURFACE INVESTIGATIONS

11.1 In soils, groundwater, and other subsurface investigations, conditions may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the variability of conditions and the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that may affect overall project costs and/or execution. These variable conditions and related impacts on cost and project execution are not the responsibility of ENGINEER.

12. FEDERAL AND STATE REGULATORY AGENCY AUDITS

12.1 For certain services rendered by ENGINEER, documents filed with federal and state regulatory agencies may be audited after the date of filing. In the event that CLIENT's project is selected for an audit, CLIENT agrees to compensate

ENGINEER for time spent preparing for and complying with an agency request for information or interviews in conjunction with such audit. CLIENT will be notified at the time of any such request by an agency, and ENGINEER will invoice CLIENT based on its standard billing rates in effect at the time of the audit.

13. CLIENT'S RESPONSIBILITIES

13.1 Unless otherwise stated in the Agreement, CLIENT will obtain, arrange, and pay for all notices, permits, and licenses required by local, state, or federal authorities; and CLIENT will make available the land, easements, rights-of-way, and access necessary for ENGINEER's services or project implementation.

13.2 CLIENT will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents and communicate promptly to ENGINEER in the event of disagreement regarding the contents of any of the foregoing. CLIENT, at its own cost, will obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CLIENT deems appropriate; and render in writing decisions required by CLIENT in a timely manner.

14. OPINIONS OF COST, FINANCIAL ANALYSES, ECONOMIC FEASIBILITY PROJECTIONS, AND SCHEDULES

14.1 ENGINEER has no control over cost or price of labor and materials required to implement CLIENT's project, unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty, expressed or implied, that CLIENT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from any opinions, analyses, projections, or estimates which may be provided by ENGINEER. If CLIENT wishes additional information as to any element of project cost, feasibility, or schedule, CLIENT at its own cost will employ an independent cost estimator, contractor, or other appropriate advisor.

15. CONSTRUCTION PHASE PROVISIONS

15.1 CLIENT and Contractor - The presence of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, does not make ENGINEER or ENGINEER's personnel in any way responsible for the obligations, duties, and responsibilities of the CLIENT and/or the construction contractors or other entities, and does not relieve the construction contractors or any other entity of their respective obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and for providing and/or enforcing all health and safety precautions required for such construction work.

15.2 Contractor Control - ENGINEER and ENGINEER's personnel have no authority or obligation to monitor, to inspect, to supervise, or to exercise any control over any construction contractor or other entity or their employees in connection with their work or the health and safety precautions for the construction work and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s)

or other entity or any other persons at the site except ENGINEER's own personnel.

15.3 On-site Responsibility - The presence of ENGINEER's personnel at a construction site is for the purpose of providing to CLIENT an increased degree of confidence that the completed construction work will conform generally to the construction documents and that the design concept as reflected in the construction documents generally has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

15.4 Payment Recommendations - Recommendations by ENGINEER to CLIENT for periodic construction progress payments to the construction contractor(s) are based on ENGINEER's knowledge, information, and belief from selective observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to CLIENT free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between CLIENT and the construction contractors that affect the amount that should be paid.

15.5 Record Drawings - Record drawings, if required as part of ENGINEER's agreed scope of work, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

**Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton**

April 9, 2010

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$3,176.35.

Thank you for your assistance.

Nancy Hasselman, CCMC

Nancy Hasselman, CCMC
Collector of Revenue

	0 • 0
	12 • 41 +
	119 • 33 +
	2,748 • 43 +
	33 • 23 +
	18 • 65 +
	244 • 30 +
006	3,176 • 35 *