

# CHATHAM HEALTH DISTRICT

*Serving the Towns of Colchester, East Haddam, East Hampton, Haddam, Hebron, Marlborough & Portland*

BOARD MEMBERS

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Kate Morris  
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Gregg Schuster  
Blyse Soby

DISTRICT HEALTH DIRECTOR

Thad D. King, MPH RS

August 17, 2011



John Weichsel  
East Hampton Town Manager  
Town Hall  
20 East High Street  
East Hampton, CT 06424

Dear Mr. Weichsel:

I would like to inform you that the Town of East Hampton has had an open position on the Board of Health since May 2011. Under the District By-laws each municipality shall appoint one member to the Board for each 10,000 population or part thereof. We are entering an important planning period this fall for the District and would like to see East Hampton fully represented.

The appointment held by Howard Dean was made November 2010. Any new appointment will fill out his term ending November 2013.

The District leaves to the municipality the determination of qualifications of applicants but would recommend an individual with the time and interest in learning more about public health. Please call if you have questions.

Sincerely;

Thad King  
Director of Health

Cc: BoH

## RADIOS - EQUIPMENT NEEDED - 2011

The unique features of our municipality necessitate good communication equipment for all first responders and good communications with our mutual aid departments. Our intent is to solve three problems with this request:

1) Solve the congestion of use on a single frequency and increase our interoperability. This is a safety problem for interior teams. (Accountability) At this time the East Hampton Fire Department operates on a low band frequency of 46.22 which is shared by the towns of Marlborough, East Haddam and Haddam Neck. This causes an overload of use on this frequency when more than one town is operating an incident at the same time or when mutual aid has been requested. The operation teams (Interior attack lines or search teams have difficulty communicating to command or to the engine to charge the hand line) or the Dispatch center must ask to repeat the communications because multiple units have walked over each other. The solution is to use portable radios that are of high bandwidth with multiple frequencies programmed in them. The state of Connecticut has set aside two channels on this bandwidth called fire ground red and fire ground blue. These are portable to portable frequencies that would be used for fire ground operations. These channels would allow the East Hampton Fire Department to operate and communicate with the adjacent towns in mutual aide situations on the fire ground (Ventilation, RIT, Interior or any other function that the town needs).

2) The second problem that we are trying to solve with the use of cross band repeaters installed in the apparatus is to be able to communicate with the dispatch center with the portable radios when doing an initial size up of the incident. The officer in charge will not be tied to the apparatus, but will be able to do a 360 degree survey of the incident while being able to communicate with the dispatch center in the town of Colchester. This allows a 5 watt portable radio used through a repeater system to be boosted to 50 watt to better reach our dispatch center which is needed to overcome the terrain in our town which is very hilly. The cross band repeaters would change the high band to low band of 46.22 which is better suited for the terrain in East Hampton to reach the dispatch center

3) The third problem is the immediate need to replace the mobile radios in the apparatus. The age of many of our radios (many are well over 15 years old) has made the maintenance impossible because parts are no longer available. The manufacturers do not support many of the radios we are using.

### Historical Background:

The town budget for our all volunteer fire department has been approximately \$220,000 for the past 3 years. The department's budget only covers the Operational line-items in the budget. We have applied for several Capital items in recent years, many of which have been turned down. We submitted a FEMA grant in 2009 and in 2010 in an attempt to replace our communication equipment, but our applications were not awarded. These grants seemed to be the only way we were going to be able to replace our outdated equipment. We are mainly a residential community with a limited industrial tax base.

The major benefit to the department would be the ability to solve existing safety problems and accountability problems with our existing outdated and unreliable equipment, which places lives at greater risk and limits our effectiveness on calls. Our current equipment operates on low band only. As we actively participate in mutual aid calls for all our surrounding towns, we need better interoperability to increase our effectiveness and safety during these calls as we cannot easily communicate with all our call area departments. The equipment to be replaced by this request is at least fifteen years old. Most of the equipment was donated when others were replacing their equipment. Replacement parts are no longer available for much of the equipment; we have had to cannibalize some radios to fix others.

## RADIOS - EQUIPMENT NEEDED - 2011

### Service Area

EHFD serves a unique area of complex sites under its jurisdiction. The EHFD service area encompasses 36 sq mi and includes:

- Connecticut Yankee Nuclear Power Plant – all spent rods still located onsite in an area of rough terrain along the Connecticut River.
- 512 acre Lake Pocotopaug (one of the largest natural bodies of water in the state) with several well-populated islands; serves as an emergency landing site for Bradley International Airport. This lake does not have a horsepower limit for watercraft, resulting in multiple uses year-round and many calls for incidents.
- Miles of the Airline Trail throughout the municipality, part of the East Coast Greenway system; used by hikers, joggers, horseback riders, cross-country skiers, handicapped persons, and illegally by ATVs, snowmobiles and dirt bikers. The trail is narrow with very limited access; includes one extremely remote viaduct in town, which is unfortunately extremely dangerous and very popular with the area youth during the summer months as a swimming spot. Much of the trail has steep grades on both sides and rocky cliffs.
- The 884-acre Hurd State Park, Meshomasic State Forest and Salmon River State Forest are located in East Hampton and are popular destinations for visitors.
- Multiple identified and suspected Brownfield sites throughout the town center.
- Many old brick factory buildings, many of which have fallen into disrepair but are still privately owned.
- One of the areas for which we are mutual aid is the new Middletown, CT power plant which just recently exploded killing 5 workers
- One of the borders of East Hampton is the Connecticut River which is very popular with boaters.

Our department has received the R1 Supplement which enables the 18 members who are EMTs or MRTs to assist at incidents until the ambulance (a private organization) arrives at the scene.

We have attached a quote for the equipment to this request for your review.

Thank you for taking the time to review our request.

East Hampton Board of Fire Commissioners



920 SHERMAN AVENUE HAMDEN, CT 06514

(203) 287-1306 FAX (203)248-9167

Attention:

East Hampton Fire Department  
 3 Barton Hill Road  
 East Hampton, CT. 06424

# QUOTE

No. 1

DATE:

8/5/2011

Quoted by: Edward Abrams eda@utilitycommunications.com

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
50	Motorola HT1250 UHF portable, Intrinsically safe Impres battery, Impres Rapid charger, speaker microphone, antenna.	785.00	39,250.00
3	Motorola NNTN7618A Impres vehicular charger.	336.00	1,008.00
6	Motorola WPLN4187 Impres 6 unit rack charger.	430.00	2,580.00
4	Motorola speaker & microphone for pump panel.	169.00	676.00
29	Motorola CDM1250 Low Band mobile, with ignition sense cable, heavy duty microphone, external 13 watt speaker, antenna with thick roof mount.	776.00	22,504.00
7	Pyramid SVR-P250U P25 UHF mobile repeater with interface cable and bench setup for CDM1250 operation	2925.00	20,475.00
16	Motorola CDM1250 UHF mobile, with ignition sense cable, heavy duty microphone, external 13 watt speaker, antenna with thick roof mount.	795.00	12,720.00
3	Motorola CDM1250 UHF base station. Includes desk microphone & power supply.	815.00	2,445.00
3	5 db gain antenna system with side arm, cable & connectors	1500.00	4,500.00
1	Installation Estimate for all above Equipment	15000.00	15,000.00
			0.00
			0.00
			0.00
			0.00
		<b>TOTAL</b>	<b>121,158.00</b>
	Pricing: Valid 60 days Delivery: 3 weeks ARO. Terms: Net 10 days Warranty: One year parts & labor		
	<b>Thank You</b>		

TOWN OF EAST HAMPTON  
AGENDA REPORT

Item to be presented by:  
Ruth G. Plummer, Parks and Recreation Director

DATE: September 13, 2011  
SUBJECT: Designated smoking in parks  
DEPARTMENT: Parks and Recreation Department

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RECOMMENDED ACTION

Advise staff if further action needs to be taken.

BACKGROUND

Searching codes of several towns showed no town with any such ordinance. A Google search for information on such bans came up with articles that would indicate passing of such laws is quite a heated and controversial topic.

An inquiry email sent out to Connecticut Recreation and Parks Association members revealed the following:

The one or two towns that had verbiage in ordinances banned it from the beach and or playgrounds. Another town limited smoking to parking lots in parks. Most did not address smoking or only did so in the form of park rules, not ordinances.

ALTERNATIVE ACTIONS

As determined by Council

FISCAL IMPACT

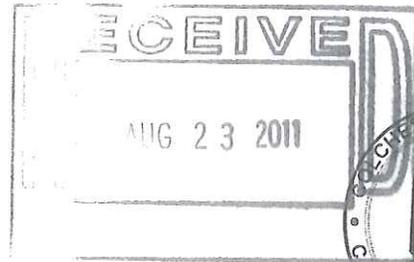
None

**Proposed Policy for consideration by Town Council of East Hampton**

The Town of East Hampton's Employee Handbook, approved by the Town Council on December 14, 2010 and revised and approved on March 8, 2011, contains a section on the breast-feeding rights of Town employees. In furtherance of the Town's recognition and support of nursing mothers, the Town also acknowledges and supports the provisions of CGS Section 46a-64(a)(3) as follows:

It is a discriminatory practice "for a place of public accommodation, resort or amusement to restrict or limit the right of a mother to breast-feed her child." A place of public accommodation means any public area within the Town.

Colchester Emergency Communications, Inc.  
15 Old Hartford Road  
P.O. Box 911  
Colchester, CT 06415



August 22, 2011

John Weichsel  
Acting Town Manager  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

RE: Contract Renewal for 911 Dispatch Service

Dear John:

Enclosed is the contract renewal for emergency 911 dispatch service between Colchester Emergency Communications, Inc. and the Town of East Hampton.

There are two copies for Town Seal and original signature. If in agreement, please sign and return both copies. Once the copies are signed by both parties I will return an original to your office.

If you have any questions or concerns please call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Richard J. Grocki".

Richard J. Grocki  
Manager  
Colchester Emergency Communications, Inc.

860-267-7060  
kxdispatch@aol.com

Enclosures:

Two duplicate 9-1-1 Contracts

CONTRACT FOR SERVICES

FOR

EMERGENCY COMMUNICATIONS CENTER  
AND '911' TELEPHONE SERVICES

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CONTRACT FOR MUNICIPAL SERVICES

(TOWN SEAL)

TOWN OF EAST HAMPTON, CT

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FOR SERVICES PROVIDED BY:

COLCHESTER EMERGENCY COMMUNICATIONS, INC.  
15 OLD HARTFORD ROAD  
P.O. Box 911  
COLCHESTER, CT 06415

CONTRACT PERIOD JULY 1, 2011 - 2016

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## I. PARTIES/CONTACTS

This Contract, effective as of July 1, 2011, by and between the Town of East Hampton, CT (hereinafter referred to as "the Town"), a municipality organized and operating under the laws of Connecticut with Town Offices at 20 East High Street, East Hampton, CT, and Colchester Emergency Communications, Inc. (hereinafter referred to as "CEC"), a corporation organized and operated under the laws of The State of Connecticut, having as its principal place of business a facility at 15 Old Hartford Road Colchester, CT 06415.

All Notices hereunder shall be sent to the parties at the following address:

For CEC

Colchester Emergency Communications, Inc.  
15 Old Hartford Road  
P.O. Box 911  
Colchester, CT 06415

For the Town of East Hampton

John Weichsel, Acting Town Manager  
Town of East Hampton  
20 East High Street  
East Hampton, CT 06424

Copy to:

Richard W. Tomc & Associates, P.C.  
Attorneys at Law  
P.O. Box 780  
49 Main Street  
Middleton, CT 06457

## II. BACKGROUND

The Town has an ongoing need for emergency communications and 9-1-1 telephone support services. The services required are a vital part of the Town's emergency response and disaster preparedness system. CEC currently provides these services. The scope of this contract is directed entirely at the constant provision and monitoring of 9-1-1 services and notification of Town emergency response personnel as outlined in this Contract.

## III. SCOPE OF WORK

The scope of the services contemplated in this contract includes continuous staffing and monitoring of 911 emergency telephone services for the entire Town, as well as notification and coordination with Town emergency response and municipal personnel as detailed in Section IV. The specific methods and procedures used in providing the services detailed herein shall be in the sole discretion of CEC and the local emergency service organizations participating therein, except that such services shall be rendered on a twenty-four hour per day, every day basis.

## IV. SPECIFIC TASKS

### CEC RESPONSIBILITIES

1. CEC shall equip and maintain an Emergency Communications Center within the Colchester area and in cooperation with the AT&T Telephone Company (SBC Connecticut).
2. CEC shall maintain necessary telephone equipment so that all emergency telephone calls made to the 9-1-1 emergency number or other designated emergency numbers by the residents of the Town requesting fire, police or ambulance services will be answered at the Emergency Communications Center.

3. CEC, upon receipt of any emergency call, shall, based on procedures to be established by CEC and the Town fire, police and ambulance organizations, immediately notify said organizations, and, in the case of fire and ambulance units, dispatch said units and maintain necessary mobile communications with them for the purposes of coordination and notification of other emergency service organizations, if needed.
4. CEC shall maintain all necessary equipment at the Emergency Control Center, train and hire necessary staff, and arrange and pay for emergency telephone service to the Emergency Communications Center.
5. During the period of performance of this contract, CEC shall hold public liability insurance, workmen's compensation, unemployment insurance, and any other form of insurance required by, or customarily carried by, organizations operating services of the nature detailed herein.
6. CEC shall, in December of each year, prior to the adoption of the Dispatch Center Budget, hold an annual budget meeting with the Chief Executive Officer or his designee and formally present the assessed cost for services for the Town for the ensuing fiscal year. The Chief Executive Officer or his designee shall be afforded the opportunity to review and audit costs and financial records of CEC.
7. The CEC Board of Directors shall not approve the Dispatch Center Budget prior to obtaining approval by a majority of the participating municipalities in the CEC service 911 service claimancy. Once approved by the participating municipalities, the Dispatch Center Budget shall provide the basis for cost for services for the following fiscal year.
8. CEC shall warrant services provided under this contract shall be satisfactory and adequate to meet the needs of the residents of the Town.

#### **TOWN RESPONSIBILITIES**

1. The Town, or local emergency service organizations(s) under its cognizance, shall maintain its own local radio equipment, local relay equipment, and local telephone service.
2. The Town shall, for the period of performance of this contract, designate CEC as its agent for the purposes of coordinating or changing emergency telephone numbers or switching equipment or billing information as may be necessary or requested by the AT&T Telephone Company (SBC Connecticut).

#### **V. ACCEPTANCE OF SERVICES**

Acceptance of services provided by CEC shall be when they are performed. Due to the critical nature of the services provided by CEC and their direct impact on public welfare and safety, any material failure by CEC to fulfill any of the CEC responsibilities detailed herein shall immediately constitute a material breach by CEC.

#### **VI. PAYMENT SCHEDULE/TERMS**

##### **PAYMENT TERMS AND CONDITIONS**

The annual payment for the 9-1-1 services contemplated under this contract shall be computed by apportioning the approved Dispatch Center Budget (net of non-member sources of revenue) among the participating municipalities in the CEC 9-1-1 service claimancy. Such apportionment shall be accomplished by the CEC Board of Directors, and shall be accomplished using factors that include fixed costs, relative call volume, and Town population. The proposed apportionment shall be made available to the Town during its opportunity to review the associated proposed Dispatch Center Budget for the same fiscal year, such that the Chief Executive Officer or his designee has the opportunity to review both the overall Dispatch Center Budget and the Town apportioned payment obligation prior to approving or disapproving the proposed Dispatch Center Budget.

Payments under this contract shall be assessed by CEC annually for the succeeding fiscal year (July 1 – June 30). CEC shall submit a quarterly invoice for 25% of the assessed annual payment. Payment is due to CEC within 30 days net of the date of invoice. No additional or supplemental costs incurred by CEC during the period of performance shall be billable to the Town, unless authorized by the Town. Interest shall run at the rate of one percent (1.00%) per month for any part of the assessment that remains unpaid 20 days after its invoice due date.

## **VII. PLACE OF PERFORMANCE**

CEC will provide all services from its corporate location, and relevant communications facilities therein.

## **VIII. PERIOD OF PERFORMANCE**

Services provided under this statement of work shall be provided in a base period commencing immediately upon award until 30 June 2016 in accordance with the contract details herein. An option of an extension of the period of performance for an additional five (5) years, on the same terms and conditions, may be exercised with a signed agreement to that effect executed by both parties no later than 31 December 2016.

## **IX. CONTRACTUAL CLAUSES**

### **MERGER AND INTEGRATION**

This Contract and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Contract, and supersede all prior negotiations, agreements and understandings with respect thereto. This Contract may only be amended by a written document duly executed by all parties.

### **TERMINATION FOR CONVENIENCE / NOTICE**

This agreement may be terminated for convenience by the Town. The Town shall provide 180 days written notice to CEC prior to exercising a termination for convenience. The Town shall be liable for its payments through the end of the fiscal year in which the 180 notice period ends. During the 180 day notice period, CEC will continue to provide 9-1-1 services to the Town as delineated in this contract.

### **SUCCESSORS**

This agreement shall be binding upon the successors and assigns of the parties and may be modified or extended only by a further written amendment executed by the Parties hereto.

### **STATUTE OF LIMITATIONS**

The parties to this Contract agree that any action in relation to an alleged breach of this Agreement shall be commenced within one year of the date of the alleged breach, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

**TIME OF PERFORMANCE**

Time is of the essence for the completion of the work described in this contract. The successful execution of the services contemplated in this Contract relies on vigilant, astute, timely provision of Services as detailed herein (or as modified by mutual consent of the parties). It is anticipated by the parties that all services described herein will be completed in accordance with this contract, and that any substantive delay in the delivery of services or payment for same pursuant to the terms described herein shall constitute a material breach of this contract.

**SAVINGS CLAUSE**

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**CHOICE OF LAW/FORUM SELECTION**

This Contract and its enforcement shall be governed by the laws of the State of Connecticut. The federal or state courts located in Connecticut shall have exclusive jurisdiction to hear any dispute under this Contract. The parties of this Contract expressly consent to the exercise of personal jurisdiction in the State of Connecticut in connection with any dispute or claim involving either party to the Contract.

**SUPERSESION / MODIFICATION OF PREVIOUS AGREEMENT**

This Contract contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements, contracts, and undertakings with respect thereto.

**NON-WAIVER**

The failure by one party to this Contract to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**X. AGREEMENT/SIGNATURE**

The parties hereto have caused this Contract to be executed and witnessed in duplicate, as evidenced by their signatures of their duly authorized representatives/officers on this \_\_\_day of \_\_\_\_\_, 2011.

Town of East Hampton, CT By: \_\_\_\_\_  
John Weichsel  
Acting Town Manager

Colchester Emergency  
Communications, Inc. By: \_\_\_\_\_  
Samuel Totedo  
President/CEO

On this the \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared SAMUEL TOTEDO, who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

In Witness Whereof, I hereunto set my hand and official seal.

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

On this the \_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned officer, personally appeared John Weichsel, Acting Town Manager, who executed the foregoing instrument and acknowledged it to be his free act and deed, before me.

In Witness Whereof, I hereunto set my hand and official seal.

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

**TOWN OF EAST HAMPTON  
AGENDA REPORT**

Item to be presented by: Jeff Jylkka

DATE: September 13, 2011  
SUBJECT: Pension Investment Advisor  
DEPARTMENT: Finance

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RECOMMENDED ACTION

Staff recommends that Town Council appoint Fiduciary Investment Advisors (FIA) as the investment advisor for the Town's pension plan.

BACKGROUND

The Town of East Hampton currently administers and maintains a defined benefit pension plan to provide benefits to substantially all full time employees, except certified personnel of the Board of Education who are covered under the State Teachers' Retirement System. The employer and the employee are obligated to contribute to the plan. Currently, the Town's pension assets are administered by Prudential and as of January 31, 2011 the market value of the Town's pension fund was approximately \$20.7 million. Membership consists of 178 active members 80 retired members; and 75 terminated inactive members entitled to benefits but not yet receiving them.

The Town of East Hampton solicited Request for Qualifications (RFQ) from qualified individuals and firms who can provide full-retainer investment advisory services to the Town for its Retirement Fund investments. Proposals were due on June 17, 2011. The Town received seven proposals. The current provider, Prudential did not submit a proposal. The seven firms were narrowed down to four and interviewed by an independent panel. The Finance Director attended as an observer.

The panel unanimously recommends FIA. The firm demonstrated extensive experience and superior capability for providing investment advisory services.

ALTERNATIVE ACTIONS

Select another firm.

FISCAL IMPACT

\$40,000. Payments are from the Pension Trust Fund and not the General Fund.

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

September 9, 2011

To: The East Hampton Town Council

Please find copies of tax refunds for your review. The total refunds equal \$9,360.25.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

10.20 \*  
17.89 \*  
3,073.64 \*  
31.58 \*  
33.79 \*  
19.70 \*  
58.13 \*  
255.41 \*  
2,669.95 \*  
12.10 \*  
5.22 \*  
15.59 \*  
94.07 \*  
54.71 \*  
218.36 \*  
434.24 \*  
2.07 \*  
13.07 \*  
28.89 \*  
215.97 \*  
85.82 \*  
55.00 \*  
38.45 \*  
127.65 \*  
319.46 \*  
54.68 \*  
9.04 \*  
7.99 \*  
33.85 \*  
9.00 \*  
55.88 \*  
136.16 \*  
7.24 \*  
20.59 \*  
64.70 \*  
46.79 \*  
10.45 \*  
22.08 \*  
147.02 \*  
156.78 \*  
190.62 \*  
103.85 \*  
342.47 \*  
5.20 \*  
39.80 \*

045

9,360.25