


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: August 3, 2023

SUBJECT: Agenda Information – 8/8/2023

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda, and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns.

**6 Bids and Contracts**

**6a Consideration of a motion to approve a Collective Bargaining Agreement with the MEUI/Supervisors group** – The Council is asked to approve the renewed agreement with the Supervisor’s group of employees with an effective term of July 1, 2023 through June 30, 2026. Aside from clarifications to some provisions of the agreement, the contract provides a 3% pay increase to this group of employees in each of the contract years and provides small, one-time increases to three positions that have fallen somewhat behind the “market.” The agreement also calls for increases in the health care premium share by the unit members.

Recommendation: Approve the negotiated contract.

**7 Resolutions/Ordinances/Policies/Proclamations**

**7a Consideration of an Ordinance to amend the Public Safety Volunteer Stipend** – The Council is asked to consider a request from the Fire Commission to increase the stipend paid to Fire Department volunteers. In the proposed ordinance, the increase is applied to Fire Department personnel and the Civil Preparedness/Emergency Management Director, but not to Ambulance personnel as this group also receives an incentive payment from the Association based on how much the person volunteers.

Recommendation: Set a public hearing on the ordinance for the September 12 meeting.

**7b Consideration of an Ordinance to amend the Town Code related to the Parks and Recreation Department** – The Council is asked to consider an ordinance to remove responsibility for park maintenance from the Parks and Recreation Department and to rename the Department as the first of a few steps toward reassigning this responsibility, and the related staff, to the Public Works Department. In order to gain some efficiencies in staff and equipment, the responsibility for grounds maintenance at Town facilities, including parks and both general government and education buildings, is proposed to be moved. This move will allow the staff, who already serve in the Public Works Department during the winter months, to be a part of the overall crew on a year

round basis and provide for a more seamless flow of staff to tasks as needs change from day to day. In addition, the proposed ordinance changes the name and focus of the Recreation Department to add operation of parks, managing the Town's relationship with the State for the Air Line Trail and managing lake matters to the responsibilities of the Department and the Department's Director. Other changes being addressed as part of this agenda include revisions to the Job Descriptions for the Director of Recreation and the Director of Public Works.

Recommendation: Set a public hearing on the ordinance for the September 12 meeting.

## **8 Continued Business**

### **8b Follow up discussion regarding official Council representation to the Ambulance**

**Association Board** – At the last Town Council meeting, the Council approved appointment of Council member Goff to represent the Town Council on the East Hampton Ambulance Association board. The Council also discussed the understanding that the Ambulance Board was planning to update its Bylaws to provide for a voting member on the Association Board from the Council and the Board of Finance. As of this writing, that change has not been made.

Recommendation: Discuss the matter and determine how to move forward.

## **9 New Business**

**9a Discussion and consideration of Job Descriptions** – The Council is asked to consider updates to the Job Descriptions for the Directors of Public Works and Recreation. They were updated to reflect the reassignment of park and grounds maintenance to the Public Works Department. The Director of Recreation also reflects the assignment to this position the Town's relationship with the State regarding the Air Line Trail and work related to Lake Pocotopaug and its watershed with the Conservation-Lake Commission.

Recommendation: Approve the Job Descriptions.

**9b Consideration of Police Department General Orders** – The Council is asked to review and consider updates to three (3) existing General Orders and one (1) new General Order as described in Chief Woessner's memorandum. The policies are being updated based on the Police Officer Standards and Training (POST) Council Accreditation Standards and follow the preliminary Accreditation review which took place beginning in late July.

Recommendation: Approve the General Orders.

**9c Discussion of the Town's interest in the property at 11 Skinner Street**- The Council is asked to discuss whether the Town might have interest in the property at 11 Skinner Street for a future

Fire Department. If there is an interest, the Council will be asked to provide direction as to how it wishes to proceed.

Recommendation: Determine the potential interest in the property and building.

The remainder of the items are of a routine nature, in the sole purview of the Council or are announcements. Please contact me or the appropriate staff member with questions or concerns.

**Town of East Hampton  
Town Council Regular Meeting  
Tuesday, July 25, 2023  
Town Hall Council Chambers and Zoom**

**MINUTES**

**Present:** Chairman Mark Philhower, Vice Chairman Tim Feegel, Council Members Pete Brown, Brandon Goff, Eric Peterson, Kevin Reich and Alison Walck and Town Manager David Cox.

**Call to Order & Pledge of Allegiance**

Chairman Philhower called the meeting to order at 6:30 p.m. in the Town Hall Council Chambers and via Zoom.

**Adoption of Agenda**

A motion was made by Ms. Walck, seconded by Mr. Goff, to adopt the agenda as presented. Voted (7-0).

**Approval of Minutes**

A motion was made by Ms. Walck, seconded by Mr. Feegel, to approve the minutes of the Town Council Regular Meeting of July 11, 2023 as written. Voted (7-0)

**Public Remarks**

None

**Presentations**

None

**Bids & Contracts**

**Consideration of a Motion to Waive the Competitive Bidding Process and Award a Contract for the Fire Station #1 Upper Roof Replacement**

As approved at the last meeting, a bid waiver notification was posted in the Rivereast to waive the competitive bidding process for the Fire Station #1 upper roof section and instead receive three quotes for the work.

A motion was made by Mr. Peterson, seconded by Mr. Reich, to waive the competitive bidding process and award the contract for the Fire Station #1 Upper Roof Replacement to C&M Roofing of South Windsor in the amount of \$34,990. Voted (7-0)

**Consideration of a Motion to Award a Contract for the Lake Consultant/Limnologist**

The Conservation-Lake Commission received proposals from three firms. Two firms were interviewed. The selected firm will provide professional services to the Town for the lake including but not limited to water quality testing and reporting, advice for water quality improvement and educational activities. The Conservation-Lake Commission recommends GZA GeoEnvironmental, Inc. of Manchester.

A motion was made by Ms. Walck, seconded by Mr. Peterson, to award the contact for the Lake Consultant/Limnologist to GZA GeoEnvironmental, Inc. of Manchester in the annual amount not to exceed \$35,000 for the 2024 fiscal year. Voted (7-0)



**Consideration of a Motion to Award a Contract for Asbestos Abatement at the Middle School**

The Capital Improvement Plan for FY2024 includes abatement of asbestos in a portion of the flooring at the Middle School. The project received seven bids.

A motion was made by Mr. Reich, seconded by Ms. Walck, to award the contract for asbestos abatement at the Middle School to Orellana Construction Co. LLC, in the amount of \$20,000. Voted (7-0)

**Resolutions/Ordinances/Policies/Proclamations**

**Consideration of a Motion to Adopt a Resolution to Accept the Town Clerk Document Preservation Grant**

The Town Clerk was awarded a grant for \$6,000 from the State Library that will fund the purchase of materials to replace the storage binders for records and to replace the public access computer in the Town Clerk’s Office. The resolution accepts the grant and authorizes the Town Manager to execute the grant related documents.

A motion was made by Ms. Walck, seconded by Mr. Reich, to adopt a resolution accepting a \$6,000 Historic Document Preservation Grant from the State Library for the Town Clerk and to authorize the Town Manager to execute grant-related documents. Voted (7-0)

**Consideration of a Motion to Adopt a Resolution Regarding the Use of American Rescue Plan (ARPA) funds for the Middle School Music Room Floor**

The resolution allocates the remaining funding needed for the abatement of asbestos and replacement of the flooring in the music room at the Middle School. Initially \$25,000 was thought to be needed but the amount was reduced to \$15,000.

A motion was made by Mr. Reich, seconded by Mr. Goff, to adopt a resolution to allocate \$15,000 from the American Rescue Plan Act funds for the Middle School Music Room Floor Replacement. Voted (7-0)

**Consideration of a Motion to Adopt a Resolution to Finalize the Open Space Grant for the Christopher Pond Property**

The resolution gives final acceptance of the \$46,500 Open Space and Watershed Acquisition grant that the town used to support the purchase of the Christopher Pond property. It also authorizes the Town Manager to execute related documents.

A motion was made by Mr. Reich, seconded by Mr. Brown, to adopt a resolution accepting a State of Connecticut Open Space and Watershed Land Acquisition Grant to support the purchase of the Christopher Pond property and to authorize the Town Manager to execute all related documents. Voted (7-0)

**Consideration of a Motion to Approve the Electronic Document Retention and Records Management Policy**

The Electronic Document Retention and Records Management Policy allows documents to be created or converted to purely electronic format for storage and to declare that the electronic version is the official record for retention purposes. The paper version of the documents could then be disposed of unless it was determined to have historic value or was subject to some other regulation that disallowed its disposal.

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the Electronic Document Retention and Records Management Policy as presented. Voted (7-0)

### **Continued Business**

#### **Sub-Committee Reports & Updates**

Mr. Reich reported that the Middle School roof project is moving along. The contractor is completing 5,000 to 6,000 sq. ft. of roof daily. At a recent Sub-Committee meeting, 50% of the funds were approved for the contractor. They are working 6 days per week.

Mr. Reich also reported that the tennis court repair is still waiting on a start date.

A Water Sub-Committee Meeting is scheduled for Wednesday, July 26.

#### **Update, Discussion and Possible Action on Town Council Appointment to the Ambulance Association Board**

The Council members discussed the appointment of a member to the Ambulance Association Board. There was disagreement as to whether it is appropriate for the member to be a voting member on the Ambulance Board. There was also a question if the Council member appointed is not re-elected what would happen. If that occurs, then the new Town Council would decide. The Ambulance Board will need to change their bylaws for the addition of the Town Council and Board of Finance members being added.

A motion was made by Mr. Brown, seconded by Mr. Peterson, to appoint Brandon Goff as the Town Council member to serve on the Ambulance Board. Voted (5-2) Mr. Brown and Mr. Reich against.

#### **Continued Discussion of an Amendment to the Agreement for Edgewater Related to Town Maintenance of Edgewater Circle**

This item will be tabled to a future meeting.

#### **Discussion and Possible Action Regarding Town Manager's Wage Adjustment**

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve a 3% wage increase for Town Manager David Cox. Voted (5-2) Mr. Philhower and Mr. Goff against.

### **New Business**

None

#### **Town Manager Report**

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office. Mr. Cox also reported that the property donation of a small section of property along Oak Knoll was completed.

Mr. Goff asked if the Parks & Recreation Director position will be posted since Jeremy Hall is leaving. Mr. Cox noted that he will be bringing information to the Council on possibly moving Park maintenance to the Public Works department and changing Parks & Recreation to Recreation & Lake. Mr. Goff asked about an RFP for mowing.

### **Appointments**

None

### **Tax Refunds**

A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of \$2,122.98. Voted (7-0)

### **Public Remarks**

Barbara Moore, 7 Overlook Road, commented that she was on the Ambulance Association prior to being a Town Council member and she remained on both after being elected to Council with no issues.

Terry Concannon, 59 Laurel Ridge, commented that she does not see a need to have a voting member from the Council on the ambulance. She has been on many boards and feels a liaison with no vote would be appropriate. They could participate in and add opinion and bring information back to the Council.

### **Communications, Correspondence & Announcements**

#### **Habitat for Humanity Home Dedication**

The Habitat for Humanity Home Dedication on Lake Drive will be held on Saturday, July 29 from 11am to noon at the Public Library. A tour of the home is available after the program at the Library.

#### **CT Siting Council**

A letter was provided to the Council from the CT Siting Council regarding the Hurd Park to East Haddam Rebuild Project.

### **Adjournment**

A motion was made by Mr. Reich, seconded by Mr. Feegel, to adjourn the meeting at 7:20pm. Voted (7-0).

Respectfully Submitted,

Cathy Sirois  
Recording Clerk

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TOWN OF EAST HAMPTON**

**AND**

**MUNICIPAL EMPLOYEES UNION INDEPENDENT  
(TOWN SUPERVISORS)**

**JULY 1, 2023 – JUNE 30, 2026**

**(HIGHLIGHTED)**

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**ARTICLE I**  
**RECOGNITION**

**Section 1.**

This Agreement is entered into by and between the Town of East Hampton (hereinafter referred to as “Town”) and the Municipal Employees Union Independent, Local 506 (Town Supervisors) (hereinafter referred to as “Union”).

**Section 2.**

Pursuant to the certification of the Connecticut State Board of Labor Relations dated July 18, 2012 and modified by mutual agreement of the parties in 2015, the Town recognizes the Union as the sole and exclusive bargaining agent for the: Director of the Library, Planning and Zoning Official, Building and Code Enforcement Official, Senior Center Coordinator, Director of Facilities\*, Collector of Revenue, Parks and Recreation Program Coordinator, Youth and Family Services/Social Services Director, Assessor and Town Clerk, excluding the Director of Public Works, Director of Parks and Recreation and all others excluded under the Act.

\*The Director of Facilities shall remain a bargaining unit position, however, as long as the Town shares the position with the East Hampton Board of Education, it will remain vacant.

**Section 3.**

All collective bargaining with respect to hours of work, wages, benefits, grievance procedure and other conditions of employment referred to in this Agreement shall be conducted by the authorized representative of the Union and the authorized representative of the Town only.

**ARTICLE II**  
**STABILITY OF AGREEMENT**

**Section 1.**

No amendment, alteration, or variation of the terms and provisions of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

**Section 2.**

If any Article or Section hereof is declared to be invalid or violative of any law, statute, administrative ruling or judicial decision, such declaration of invalidity shall not affect the other Articles and Section or portions thereof which shall be valid.

**ARTICLE III**  
**UNION SECURITY**

**Section 1.**

The Town agrees to deduct from the pay of bargaining unit members who elect to become members of the Union membership dues and initiation fees, as may be fixed by the Union. Such deduction shall continue unless the bargaining unit member advises the Town in writing that he/she elects to discontinue dues deductions.

**Section 2.**

The Union shall supply to the Town written notice at least thirty (30) days prior to the effective date of any change in the rate of Union dues. The Union will also furnish the Town with an authorization card signed by the employees authorizing the Town to make such deductions.

The Union shall indemnify and hold the Town harmless against any and all claims, suits or other forms of liability, including, but not limited to, attorney fees, that shall arise out of or by reason of action taken by the Town for the purpose of complying with the provisions of this Article.

**Section 3.**

The deduction of Union fees and dues for any month shall be made during the applicable month and shall be remitted to the financial office of the Union no later than the third Thursday of the following month. The monthly dues remittances to the union will be accompanied by the list of employees from whose wage dues deductions have been made.

**Section 4.**

No dues will be deducted when an employee is no longer receiving a paycheck.

**Section 5.**

Union representatives and stewards, upon notice to the office of the Town Manager, shall be permitted to enter any work location for the purpose of discussing, processing, or investigating grievances or fulfilling the Union's role as bargaining agent. Such presence shall not create a disruption to the Town's business operations.

**Section 6.**

Any steward shall be released from his/her assignment to fulfill the duties above, upon permission from his/her supervisor. When contacting an employee, the steward shall first report to, and obtain permission to see the employee from the employee's supervisor.

**Section 7.**

During the term of this Agreement, upon request from the Union, the Town shall furnish the Union with an up-to-date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

**Section 8.**

The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on this subject.

**Section 9.**

The Town will provide the Union with electronic notice of the name, job title, department, work location, home telephone number, home address and Town email address of any newly hired bargaining unit employee within two (2) calendar weeks of his/her date of hire.

**ARTICLE IV**  
**MANAGEMENT RIGHTS**

**Section 1.**

Except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority, whether expressed or implied, heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility, and prerogative of the management of the affairs of the Town and direction of the working force.

**Enumerated Rights.** The exclusive functions and rights of the Town include, but are not restricted to, the right:

To establish or continue policies, practices, and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures; to direct the operation of the employees in all aspects; to determine the methods and levels of financing and budget allocation; to select, determine and from time to time re-determine the number of employees to be employed by the Town and the job skills of employees required to perform the Town's operations; to employ, transfer, promote, demote, layoff or otherwise relieve employees from duty for lack of work or other legitimate reasons; to discipline, suspend and/or discharge employees for just cause; to determine the procedures for promotions and transfers; to select and determine the qualifications of employees; to select and employ new personnel; to determine job descriptions and job classifications; to create, enforce and from time to time change rules and regulations concerning discipline and the performance of work; to establish contracts or



subcontracts provided such action is not done in order to undermine the Union.

**Unenumerated Rights.** The listing of specific rights in Section 1 of this Article is not intended to be all inclusive, restrictive or a waiver of any rights of the Town not listed which have not been expressly and specifically surrendered herein, whether or not such rights have been exercised by the Town.

## ARTICLE V HOURS OF WORK

### Section 1.

The workweek for bargaining unit members shall commence at 12:01 on Sunday and end at midnight on the following Saturday.

### Section 2.

The regular workweek for bargaining unit employees during regular business hours shall be thirty-five (35) hours per week and consist of the following:

- Senior Center **employee Coordinator:**

Monday through Thursday 8:30 a.m. - 4:00 p.m. (one-half (½) hour unpaid lunch)  
Friday 9:00 a.m. - 4:00 p.m. (lunch as time permits while performing job functions)

- Parks and Recreation **Supervisor Program Coordinator:**

Monday through Friday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

- **Librarian Director of the Library:** 35-hour workweek consisting of:

Monday through Friday (9:30 a.m. – 5:00 p.m. with a one-half (½) hour unpaid lunch).\*

~~\*If the Librarian employed by the Town at the time of the execution of this Agreement leaves employment with the Town for any reason, In its discretion, the Town may adjust the hours for the position to the following in lieu of the hours set forth above:~~

**OR**

Monday, Tuesday, Thursday, Friday and Saturday: 9:30 a.m. - 5:00 p.m. (one-half (½) hour unpaid lunch.

- All other employees 35-hour workweek consisting of:

Monday, Wednesday and Thursday: 8:00 a.m. - 4:00 p.m. (one (1) hour unpaid lunch)

Tuesday: 8:00 a.m. - 6:30 p.m. (one (1) hour unpaid lunch)

Friday: 8:00 a.m. - 12:30 p.m. (no lunch break)

In the event that the Town decides to change the hours of operation of any Town department thus requiring the need to change the regular hours of work of a bargaining unit employee, the Town will notify the Union prior to implementing such change in order to negotiate the impact of the decision, if any.

The regular workweek and work hours for employees set forth above is for purposes of delineating the employee's workweek and work hours during the Town's normal operating hours. Accordingly, the work hours set forth above do not include any after hours, weekend meetings or duties that employees may be required to perform outside of his/her regular workday as part of his/her responsibilities as a supervisor.

## **ARTICLE VI** **HOLIDAYS**

### **Section 1.**

The Town shall provide the following paid holidays for all employees based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	Two (2) floating holidays
Labor Day	

The Town shall provide the following paid holidays for all employees hired on or after July 1, 2016 based upon the employee's regular hours of work:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day (observed)	
Labor Day	

### **Section 2.**

Holidays falling on a Saturday shall be observed on the Friday preceding the holiday. Holidays falling on a Sunday shall be observed on the Monday following the holiday.

**Section 3.**

If the Town opens Town offices on any of the holidays set forth herein and the Town requires the employee to work on such day, the employee will receive: (1) his/her regular hourly rate of pay for all work performed on such holiday; and (2) a floating holiday to be used by the end of the contract year.

**Section 4.**

In order to qualify for holiday pay, the employee must work his/her last regularly scheduled workday prior to and his/her next regularly scheduled workday following the holiday unless the employee is out of work on a previously approved vacation day, personal day, jury duty, funeral leave, floating holiday or a sick day.

In the case of a sick day, the employee may qualify for the paid holiday only upon presenting a note from the physician treating the employee for the illness that caused the sick day.

In the case of jury duty, the employee may qualify for the paid holiday only upon presenting proof of service upon his/her return to work.

**Section 5.**

If a holiday occurs while an employee is out on sick leave, the day shall be charged as a holiday and not be charged as a sick day.

If a holiday falls when an employee is on paid vacation, he/she shall be paid for the holiday and no deduction shall be made from his/her vacation time.

**Section 6.**

Except as set forth in Section 3 herein, when an employee is ordered to work on a holiday listed in Section 1 above, he/she shall be compensated at the rate of his/her regular base rate of pay in addition to holiday pay for all hours authorized and actually worked on such day.

**Section 7.**

Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

**ARTICLE VII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.**

The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practical so as to insure efficiency.

**Section 2.**

A grievance is defined as any claimed violation, misapplication, or misinterpretation of a specific Section or Article of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment. The Union may file a grievance as set forth in Section 4 of this Article.

**Section 3.**

Grievances must be filed in writing. The Article(s) or Section(s) of the Agreement involved, as well as the remedy sought, must be set forth in the grievance. All grievances shall be handled in accordance with the procedures set forth below in this Article.

**Section 4.**

Any employee may use this grievance procedure with or without the assistance of a Union representative. However, only the Union may file for arbitration. The Union may file a grievance on behalf of an individual member, a group of members or on behalf of the Union as a whole. However, should an employee process a grievance through one or more of the steps provided herein prior to seeking Union aid, the Union may continue to the next succeeding step following that which the employee has utilized. However, any settlement of an individually processed grievance shall not violate this Agreement or change working conditions.

**Section 5.**

**STEP ONE:** An employee or his Union representative, if represented, or the Union may submit a grievance in accordance with this Article, to the aggrieved employee's direct supervisor within fifteen (15) days of the event giving rise to the grievance, or within fifteen (15) days of when the grievant knew or reasonably should have known of said event. The supervisor will make an effort to resolve the grievance and will render an answer to the grievance in writing within fifteen (15) days of the receipt of the grievance. This answer will be provided to the aggrieved employee and his/her Union representative.

**Section 6.**

**STEP TWO:** If the aggrieved employee or the Union is not satisfied with the decision rendered by the direct supervisor, the union may submit the grievance in writing to the Town Manager within fifteen (15) days of receipt of the decision. The Town Manager shall render a written

decision within fifteen (15) days after submission of the grievance to the Town Manager. If the grievance is denied, the Town Manager shall state the reason(s) for such decision.

**Section 7.**

**STEP THREE:** (Arbitration): If not settled, the grievance may be submitted to arbitration only by the Union or the Town before the Connecticut State Board of Mediation and Arbitration (“CSBMA”). The Union will advise the Town Manager in writing of any submission of a grievance to arbitration.

**Section 8.**

Any time limits specified in this Article may be extended by mutual agreement in writing by the parties to this Agreement, provided that if a grievance is not filed within the initial period referenced in Section 5, the grievance shall be deemed waived; or if it is not submitted by the employee or the Union to a higher step in accordance with the procedure as delineated in this Article, it will be deemed settled on the basis of the answer in the Step last considered. In the event the Town fails to respond within the time limits provided in Sections 5 or 6 of this Article, the grievance may be advanced to the next step in accordance with the procedure delineated in this Article.

**Section 9.**

The Union may submit a grievance directly to Step 2, in cases of suspension or dismissal, or if the Town Manager is the employee’s direct supervisor.

**Section 10.**

Each party shall bear its own expenses for arbitration, except as otherwise provided in this Article.

**Section 11.**

All references to “days” herein shall be considered to mean calendar days. If Town Hall is closed on the day on which an appeal period ends, a party’s submission or response shall be due on the next business day.

**ARTICLE VIII**  
**COMPENSATION**

**Section 1.**

The pay rates for bargaining unit positions are set forth in Appendix A hereto.

- **Effective July 1, 2023, a general wage increase of 3.0%.**

- Effective July 1, 2024, a general wage increase of 3.0% (with a salary adjustment of five hundred dollars (\$500.00) for the Senior Center Coordinator, Collector of Revenue, and Assessor positions applied prior to the general wage increase for the three (3) positions).

- Effective July 1, 2025, a general wage increase of 3.0%.

## Section 2.

The regular payday for bargaining unit members is on Thursday **on a bi-weekly basis. Paychecks will be released to employees after 12:00 noon on Thursday. In the event a holiday falls on Thursday, employees shall be paid on Wednesday.**

In the event that the Town decides to change the regular payday, the Town agrees to bargain over the secondary effect of such decision. **Paychecks will be issued on a bi-weekly schedule.**

All employees shall be paid by direct deposit. **Direct deposit will be made by noon on Thursday of the applicable pay period.**

**Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Town electronically, at the Town's discretion.**

## Section 3.

### Non-Exempt Employees

Non-exempt employees are subject to the overtime provisions of the Fair Labor Standards Act for all hours worked after forty (40) hours worked in a workweek.

Non-exempt bargaining unit positions shall be considered:

- Parks and Rec. Program Coordinator

Non-exempt employees shall not be eligible for flex time.

### Exempt Employees

Exempt employees may be granted flex time upon approval of the Town Manager for hours worked substantially beyond the reasonable requirements of the employee's position in accordance with the following:

- Flex time will be permitted due to required attendance at more than two (2) evening meetings or weekend meetings during the same calendar month.
- Flex time will be permitted for up to ten (10) hours in a workweek for hours an

exempt employee is required to work by the Town Manager or his/her designee in excess of ten (10) hours beyond the employee's regular workweek (for work hours forty-six (46) through fifty-five (55) in a workweek).

- Flex time will, however, not be permitted due to attendance at conferences, seminars, training, travel time, reporting to work one (1) hour or less before the exempt employees' regular start time, staying at work one (1) hour or less after the exempt employees' regular end time or working beyond the exempt employees' regular work schedule to catch up on work.
- Flex time must be used within the same payroll period or the subsequent payroll period that it is approved.
- The exempt employee will advise the Human Resources Director of the approved use of flex time and the specific hours of work when the flex time has been or will be used, as approved by the Town Manager.

Exempt bargaining unit positions shall be considered:

- Director of the Library
- Planning and Zoning Official
- Building and Code Enforcement Official
- Senior Center Coordinator
- Director of Facilities
- Collector of Revenue
- Youth & Family Services/Social Services Director **Assessor**
- Town Clerk
- Assessor

**Section 4.**

Only employees hired for bargaining unit positions prior to July 1, 2014 shall be eligible for longevity pay.

Longevity pay will be paid annually after the employee meets the service requirement as follows:

5 years	\$ 200.00
10 years	\$ 350.00
15 years	\$ 500.00
20 years	\$ 650.00
25 years	\$ 800.00
30 years	\$ 950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment.

**Section 5.**

At the discretion of the Town Manager (or his/her designee) new members of the bargaining unit (or current members in a different bargaining unit position) may receive a percent of the negotiated salary for his/her position of between eighty-five percent (85%) and one hundred percent (100%) of the negotiated salary (as set forth in Appendix A).

Upon the employee's anniversary date(s), he/she shall receive increases based upon the general wage increases set forth in Article VIII, Section 1, provided, however, regardless of the employee's starting salary, he/she shall be at one hundred percent (100%) of the negotiated salary for his/her position no later than his/her four (4) year anniversary date.

**ARTICLE IX**  
**MILEAGE**

**Section 1.**

When an employee is required by either his/her Department Head or the Town Manager to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at IRS rates.

**ARTICLE X**  
**INSURANCE**

**Section 1.**

The Town will provide the following insurance coverage for all eligible full-time-employees and their eligible dependents:

1. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan, provided, if the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.
2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. The carrier network for the plan will be the carrier selected by the State.



5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

<del>July 1, 2020 – June 30, 2021:</del>	<del>12% (effective upon ratification)</del>
<del>July 1, 2021 – June 30, 2022:</del>	<del>13%</del>
<del>July 1, 2022 – June 30, 2023:</del>	<del>13%</del>
July 1, 2023 – June 30, 2024:	13.5%
July 1, 2024 – June 30, 2025:	14%
July 1, 2025 – June 30, 2026:	14.5%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town’s cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee’s premium share contribution as set forth above.
7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

**Employee Change in Coverage**

Future changes in coverage for employees and dependents initiated by the employee may only be made as of each July 1<sup>st</sup> or when there is a qualifying event (such as marriage or divorce, birth or adoption of a child, death of the employee’s spouse or other dependent or termination of employment of the spouse in accordance with IRS Section 125 regulations).

The annual selection period for choice in medical coverage shall be from May 1<sup>st</sup> to May 31<sup>st</sup> to be effective on July 1<sup>st</sup>.

**Section 2.**

An employee who elects not to accept the health insurance benefits provided above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the contract year (on or about July 1<sup>st</sup>, on or about October 1<sup>st</sup>, on or about January 1<sup>st</sup> and on or about April 1<sup>st</sup>); provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his/her decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage

during the previous quarter. Life insurance, however, shall continue to be provided to such employee.

## **ARTICLE XI** **LEAVE PROVISIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

### **Sick Leave**

#### **Section 1.**

Sick leave is to be used only in the case of actual illness or injury which prohibits the employee from performing his/her duties and for a reason set forth below:

- Personal illness, physical condition, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town, which prohibits the employee from performing his/her duties.
- When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off-duty hours, and provided the Department Head is notified at least one (1) day in advance of the day on which the absence is to occur.
- When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family requires his personal attendance, when supported by note from the physician treating the immediate family member.

#### **Section 2.**

Sick time shall be earned by each full-time employee at the rate of eight- and three-quarter hours (8.75) for each complete calendar month of continuous employment, the total of which shall not exceed one hundred five (105) hours in any twelve (12) months.

Sick time earned in any month of employment with the Town shall be available during any subsequent month of employment.

Part-time employees shall earn sick time on a prorated basis based on the employee's length of continuous service from his/her date of hire.

#### **Section 3.**

The Town may require proof of illness for any absence from work for four (4) consecutive

workdays or eight (8) times per rolling twelve (12) month period.

If the frequency rate rises to eight (8) times during a rolling twelve (12) month period, a doctor's note from the treating physician may be required for all illnesses unless waived by the Town Manager.

Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

#### **Section 4.**

The following shall apply to sick time:

- A. All unused sick time accumulated during an employee's continuous employment may be accumulated to a maximum of eight hundred and forty hours.
- B. No credit toward sick time shall be granted for time worked in excess of an employees' normal workweek.
- C. Sick time shall continue to be credited during authorized leaves of absence with pay.

#### **Section 5.**

The following shall apply to the payment for unused, accumulated sick time:

- A. An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick time as severance pay to a maximum of four hundred twenty (420) hours.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

- B. Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused sick days shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate to a maximum of six hundred thirty (630) hours.
- C. An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused sick days, as severance pay, to a maximum of four hundred twenty (420).

If an employee elects such pay out, he/she shall forfeit all remaining sick leave if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

## Personal Days

### Section 6.

Effective July 1<sup>st</sup> of each contract year, full-time employees with one (1) or more years of employment as a Town employee shall be eligible for three (3) personal days per contract year to be used for necessary personal business that otherwise cannot be conducted outside of the employee's workday.

Employees shall not be eligible for personal days during their respective probationary periods.

During an employee's first year of service as a Town employee, upon completion of his/her probationary period, he/she shall be eligible for a pro-rated number of personal days.

If an employee has less than (1) year of service as a Town employee on July 1<sup>st</sup> following his/her date of hire as a Town employee, he/she shall receive a prorated number of personal days for such contract year.

Personal days shall not be cumulative.

Employees shall receive their regular hourly rate of pay for personal days based on his/her scheduled hours of work for the specific day that the personal day is used.

Except in the case of an emergency, employees must request approval from his/her immediate supervisor to take a personal day at least forty-eight (48) hours in advance of such day.

Upon an employee's severance from employment, he/she shall not be paid for unused personal days.

### Paid Time Off

The provisions set forth under Section 7 below shall only apply to bargaining unit employees hired on or after July 1, 2016 for bargaining unit positions covered by this Agreement.

### Section 7.

New members of the bargaining unit shall be credited with sixteen (16) hours of paid time off ("PTO") on a monthly basis ~~during his/her first year of employment with the Town in a bargaining unit position covered by this Agreement through June 30<sup>th</sup> of the employee's first year of employment with the Town in a bargaining unit position covered by this Agreement.~~ The initial sixteen (16) hours will be credited on the employee's date of hire in a bargaining unit position covered by this Agreement. Such credited PTO may not be used until the employee completes his/her probationary period.

On July 1<sup>st</sup> of each contract year, each full-time employee will be provided with one hundred ninety-two (192) hours of PTO.

After five (5) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred ten (210) hours of PTO.

After ten (10) years of completed service for the Town in a bargaining unit position covered by this Agreement, a full-time employee will be credited with two hundred twenty-eight (228) hours of PTO.

A request to use PTO on an individual day (or a portion thereof) must be submitted to the employee's immediate supervisor for approval as soon as possible prior to the use of such individual day off.

The use of greater than one (1) day of PTO must be requested in writing to the employee's immediate supervisor for approval, at a minimum, fourteen (14) days prior to the requested day(s) off.

In the event that an employee fails to provide such fourteen (14) days' notice and the employee misses three (3) or more consecutive workdays, the employee must submit proof of illness upon his/her return to work. Proof of illness may include a note from the employee's regular treating physician or other proof of illness or injury from the employee's regular treating physician, indicating the nature and duration of the illness.

All unused PTO credited during an employee's continuous employment may be accumulated to a maximum of three hundred fifty (350) hours. **Under exceptional circumstances, as determined by the Town Manager, the Town Manager may, in his/her discretion, approve the carryover of additional PTO hours from one contract year to the subsequent contract year. The additional carryover of PTO hours shall not be subject to the payment set forth below. Rather it must be used within ninety (90) calendar days of July 1<sup>st</sup>. The Town Manager decision whether to permit the carryover of additional PTO hours shall not be subject to the grievance and arbitration procedure set forth under Article VII.**

The following shall apply to the payment for unused, credited PTO:

An employee who has successfully completed his/her probationary period, upon his/her voluntary separation from employment with two (2) weeks' written notice to the Town Manager, shall receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO.

An employee, who is terminated from employment or resigns in lieu of termination, shall not be eligible for such remuneration.

Upon the retirement or death of an employee, eighty (80%) percent of his credited, unused PTO shall be remitted on the basis of his/her regular hourly rate of pay to the employee or his/her estate.

An employee who is subject to a layoff, may elect to receive, on the basis of his/her regular hourly rate of pay, remuneration for fifty (50%) percent of his/her credited, unused PTO as severance pay.

If an employee elects such pay out, he/she shall forfeit all remaining PTO if recalled at a later date. An employee must elect this option before his/her recall rights have expired.

The provisions set forth under Sections 8-10 below shall apply to all bargaining unit employees.

## **Funeral Leave**

### **Section 8.**

Each employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law and son-in-law.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1) more day of paid leave, which may be used for travel after the funeral.

Each employee shall be granted with pay funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt, uncle, niece or nephew.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

## **Military Leave**

### **Section 9.**

Military leave shall be granted to employees when required to serve a period on active reserve or National Guard duty in accordance with the requirements of the law.

Any regular employee who leaves the services of the Town to join the military forces of the United States of America, during the time of war or other national emergency, or who is inducted by the Selective Service, shall be entitled to a leave of absence, accumulation of seniority and re-employment rights in accordance with the requirements of the law.

## **Jury Duty**

**Section 10.**

The Town will provide jury leave for employees ordered to serve on jury duty, precluding their being available for work. When serving on jury duty, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty within seven (7) days of receipt of a jury duty notice, and at least forty-eight (48) hours in advance of a scheduled appearance. When notification of jury duty is less than forty-eight (48) hours in advance of a scheduled appearance, the employee shall notify his or her supervisor as soon as possible. An employee reporting for jury duty and who is dismissed shall return to work so long as they are released before 12:00 Noon.

**ARTICLE XII**  
**LEAVE USAGE**

**Section 1.**

The use of sick time, personal time, floating holidays, and vacation time (where applicable as set forth under Article XI), flex time (where applicable as set forth under Article VIII) and PTO (where applicable as set forth under Article XI) may be utilized by the employee in one (1) hour increments.

**ARTICLE XIII**  
**WORKERS' COMPENSATION**

**Section 1.**

Employees are covered by workers' compensation insurance and are compensated for covered injuries received on duty, where applicable.

The Town, in case of compensable injuries covered by workers' compensation incurred in the line of duty, shall supplement the payments of the workers' compensation carrier, so the employee will receive his/her full base rate of pay (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

**ARTICLE XIV**  
**VACATIONS**

The provisions set forth under Sections 1 through 6 below shall only apply to bargaining unit employees hired prior to July 1, 2016 for bargaining unit positions covered by this Agreement.

**Section 1.**

Full-time employees shall be eligible for annual paid vacation time in accordance with the following schedule:

<b><u>Length of Continuous Service from the employee's date of hire</u></b>	<b><u>Vacation Leave</u></b>
Less than one (1) year of service	zero (0) hours*
Upon completion of one (1) year of service	one hundred five (105) hours
Upon completion of ten (10) years of service	one hundred forty (140) hours
Upon completion of fifteen (15) years of service	one hundred seventy-five (175) hours

\*After successful completion of the probation period (or extended probation period, if applicable), an employee in good standing may be permitted to take thirty-five (35) hours of vacation from the one hundred five (105) hours he/she will be provided upon the completion of one (1) year of service.

Part-time employees shall receive vacation time on a prorated basis based on the employee's length of continuous service from his/her date of hire.

**Section 2.**

Employees shall be permitted to carryover unused vacation time from year to year to a maximum of two hundred ten (210) hours. **Under exceptional circumstances, as determined by the Town Manager, the Town Manager may, in his/her discretion, approve the carryover of additional vacation hours from one contract year to the subsequent contract year. The additional carryover of vacation hours shall not be subject to the payment set forth under Section 4 below. Rather it must be used within ninety (90) calendar days of July 1<sup>st</sup>. The Town Manager decision whether to permit the carryover of additional vacation hours shall not be subject to the grievance and arbitration procedure set forth under Article VII.**

**Section 3.**

Except as set forth in Section 4 below, vacation time shall be forfeited upon an employee's separation from employment, including but not limited to, due to termination from employment or resignation.

**Section 4.**



The Town may pay an employee separating from employment in good standing all remaining vacation time up to a maximum of two hundred ten (210) hours. For purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of the employee's separation from employment.

Upon termination or resignation without a minimum of two (2) weeks' notice, all vacation time shall be forfeited.

### **Section 5.**

Retiring employees may not utilize vacation time to extend their retirement date.

### **Section 6.**

In the event of the death of an employee, the employee's vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

## **ARTICLE XV** **RETIREMENT**

### **Section 1.**

Except as set forth below, a separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of the parties, provided, however, effective upon ratification, the eligible employee's contribution toward the plan shall be ~~seven percent (7.0%). Effective July 1, 2021, the eligible employee's contribution toward the plan shall be seven and one half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward the plan shall be~~ eight percent (8.0%).

"Average Annual Earnings" means if the Participant retires from employment with the Town on or after his Normal Retirement Date or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant's employment terminates.

### **Section 2.**

Employees hired on or after July 1, 2016, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

### **Section 3.**

The Town will implement a pre-tax wage deduction plan in accordance with applicable federal

and state laws as it applies to health and retirement co-pays.

## ARTICLE XVI SENIORITY

### Section 1.

A seniority list shall be established by the Town showing each employee's length of continuous service as an employee of the Town.

For purposes of either layoffs or vacancies, each employee's length of service as a Supervisor for the Town shall be utilized.

For purposes of eligibility for benefits, each employee's length of service as a Town employee from his/her date of hire shall be utilized.

### Section 2.

"Date of Hire" as used in this Article shall mean the first day of work that the employee begins earning wages from the Town.

### Section 3.

If two (2) (or more) employees are hired on the same date, seniority shall then be determined by date of birth (the older employee having more seniority).

### Section 4.

All new employees shall serve a probationary period of one hundred thirty (130) workdays. Workdays shall be defined as days that the employee attended a full workday. The Town Manager may, at his/her discretion, extend the probationary period for an additional thirty (30) workday period. If the Town Manager or his/her designee does not notify the employee at the end of the initial one hundred thirty (130) workday period of the extension set forth herein, the probationary period shall end at the completion of the initial one hundred thirty (130) workday period. In the event that an employee's initial probationary period is extended, the employee will be advised by the Town Manager or his/her designee of the reason(s) for the extension. During the employee's probationary period and, if applicable, extended probationary period, the employee may be dismissed or otherwise disciplined without access to the grievance procedure of this Agreement.

## ARTICLE XVII VACANCY

### Section 1.

In the event that the Town decides to fill a vacant position or creates a new bargaining unit

position, notice of such position shall be posted for a period of seven (7) workdays on the Union bulletin board, prior to any action being taken by the Town to fill such vacancy or new position.

The Town Manager or his designee shall also notify the Union and the Union Steward, in writing, of any such position.

Employees wishing to be considered for the position may submit their application, in writing, in accordance with the terms set forth in the notice for the position.

**Section 2.**

When the Town creates a new position that’s primary duties and responsibilities is bargaining unit work, as set forth in the Recognition Clause, Article I, Section 2; the Town and the Union shall negotiate an appropriate pay rate for the new position, and said position and pay rates shall become effective upon agreement of the parties.

**Section 3.**

When an employee is assigned, in writing, by the Town Manager or his/her designee, to a non-bargaining unit supervisor position for more than thirty (30) consecutive work days (due to either the supervisor’s absence from work or the position is vacant) and the employee satisfactorily performs all of the essential duties of the position, he/she shall receive additional compensation of one dollar (\$1.00) per hour (commencing on the thirty-first (31<sup>st</sup>) consecutive workday).

**ARTICLE XVIII**  
**LAYOFF AND RECALL**

**Section 1.**

Based on the Department selected for layoff(s) by the Town, layoffs shall be in inverse order of seniority within the impacted Department. Probationary employees within the impacted Department shall be laid off first.

**Section 2.**

When the Town determines that a reduction in the work force is necessary, the Town shall notify the Union and shall meet to discuss the possible alternative proposals (1) to avoid the layoff; or (2) to mitigate the impact on the employee(s).

**Section 3.**

When it becomes necessary for the Town to reduce the work force, the Town shall give a minimum of four (4) weeks’ notice to the affected employee(s), in writing, prior to the effective date of the layoff.

In the event that a layoff is pending, the Town shall notify the Union as soon as practical.

The parties understand and agree that in the event of unusual circumstances and less than four (4) weeks' notice is necessary, the Town shall meet and consult with the Union prior to implementing any such layoff.

**Section 4.**

Employee(s) on layoff shall retain recall rights for a period of eighteen (18) months from the date of layoff. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty no more than ten (10) days after receipt of such notification. The time limit may be waived by agreement of the parties. Recalled employees shall return to the same status they held on the date of layoff in terms vacation and sick leave accumulation, and all other benefits (including pension to the extent permitted).

**Section 5.**

Members of the bargaining unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions within the bargaining unit. No new employees shall be hired or promoted for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

**ARTICLE XIX**  
**CITIZEN COMPLAINTS**

**Section 1.**

**Investigation of Citizen Complaints.** Citizens who complain about the performance or conduct of an employee shall be encouraged to (a) identify themselves; and (b) reduce their complaint to a written statement promptly, normally within ten (10) days.

A written copy of any citizen complaint being investigated will be furnished to the employee at the outset of the investigation.

**ARTICLE XX**  
**DISCIPLINARY ACTION**

**Section 1.**

“Disciplinary action” as used in this Article shall be defined as limited to verbal warning, written warning, suspension or discharge. All disciplinary action shall be for just cause.

**Section 2.**

All disciplinary actions shall be consistent with the infraction for which discipline is being

applied.

### **Section 3.**

Depending on the seriousness of the alleged infraction, the level of discipline shall normally be as follows:

1. verbal warning.
2. written warning.
3. suspension (with or without pay).
4. discharge.

The Town may take disciplinary action without the need for progressive discipline either: (1) when an offense is of such a nature that warrants it; or (2) for any of the offenses listed below (provided the employee may file a grievance over such discipline):

The following are grounds for immediate discharge by the Town:

- A. Being under the influence of alcohol on the job;
- B. Any conduct which constitutes gross neglect or willful misconduct;
- C. Being under the influence of illicit drugs (including prescription drugs not prescribed to the employee) **during working hours on the job**; or
- D. Any theft.

### **Section 4.**

Except for verbal warnings, all disciplinary action of non-probationary employees may be appealed through the grievance procedure set forth herein under Article VII.

### **Section 5.**

Written reasons for all suspensions and discharges must be given to the employee and the Union at the time of the suspension or discharge, except in cases of emergency suspension or discharge in which case written reasons will be supplied as soon as possible.

### **Section 6.**

Employees who request it shall be entitled to representation by a Union representative at any meeting or inquiry during which the employee(s) may be subject to interrogation in connection with possible disciplinary proceedings. If the employee decides during an interview that he/she needs a representative, the meeting will come to a close until the Union representative can be present.

### **Section 7.**

Copies of any disciplinary material placed in the employee's file shall be provided to an employee before being placed in the employee's file.

**ARTICLE XXI**  
**EQUIPMENT USAGE**

**Section 1.**

Town owned, leased and issued phones, data devices, computers, tablets or other electronic devices are to be used for Town business purposes only.

Personal and incidental use of such devices is prohibited, except in the case of an emergency.

Failure to adhere to the provisions set forth herein may result in disciplinary action, in accordance with Article XX, Section 3.

Desks, lockers, Town owned or leased vehicles and equipment are considered property of the Town and are therefore subject to inspection by the Town, provided, information not subject to disclosure under HIPAA or other applicable laws may not be inspected by the Town.

**ARTICLE XXII**  
**BULLETIN BOARD**

**Section 1.**

The Town shall designate one (1) bulletin board in Town Hall that shall be used for the purpose of posting notices concerning Union business and activities, provided that there shall be no postings on such bulletin board that are either derogatory or inflammatory. No Union notices may be posted elsewhere on Town property.

**Section 2.**

The Town Manager or his designee shall give to each employee and to each new employee when hired a copy of this Agreement and a written copy of the Town's Personnel Rules and Regulations. The Town shall provide to the Union one signed copy after the signing of this Agreement.

**ARTICLE XXIII**  
**PERSONNEL FILES**

**Section 1.**

Each employee may review his personnel file by appointment. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request, consistent with the provisions of the Connecticut Freedom of Information Act.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

**Section 1.**

The Town shall provide a safe working environment. The Town shall, at its sole cost and expense, furnish to employees safety equipment that is required by OSHA. Employees have the responsibility and shall report unsafe conditions to the town immediately upon discovery.

**ARTICLE XXV**  
**MISCELLANEOUS**

**Section 1.**

All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act (“MERA”), as amended, shall be negotiated with the Union.

**Section 2.**

Nothing in this Agreement shall prevent an employee from holding employment in a position (internal or outside employment) other than his/her bargaining unit position with the Town provided such employment does not conflict with the employee’s duties.

In the event that an employee desires to hold a position other than his/her bargaining unit position (internal or outside employment), he/she shall advise the Town Manager of the position prior to commencing work in such position in order to ascertain whether the Town approves such work. Approval shall not be unreasonably denied.

**Section 3.**

Copies of individual job descriptions will be provided to the Union.

**Section 4.**

The Town may, at its discretion, require an employee who fills the Building Official and/or Director of Facilities positions to either be a resident of the Town of East Hampton or live within close proximity of the Town.

Notwithstanding the above, any applicable law, regulation, ordinance or Town Charter provision that requires an employee to either be a resident of the Town of East Hampton or live within close proximity of the Town shall apply.

**Section 5.**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town.

**Section 6.**

The three (3) members of the Union negotiating committee shall be granted leave from duty with pay for purposes of attending negotiation sessions between the Town and the Union over a successor collective bargaining agreement when such meetings take place at a time during the members' regular workweek, as set forth under Article V.

**Section 7.**

If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

**ARTICLE XXVI**  
**CONTINUING EDUCATION**

**Section 1.**

Upon advanced written approval of the Town Manager, active employees enrolled in accredited courses specifically related to the employee's job duties as a Town employee shall be reimbursed for the cost of tuition and books for such courses to a maximum of one thousand dollars (\$1,000.00) per contract year for undergraduate courses or to a maximum of one thousand five hundred dollars (\$1,500.00) per contract year for graduate level courses (whichever is applicable).

In order to be eligible for such reimbursement for preapproved courses, the employee must provide the Town Manager with proof of a grade of C or better for the course(s). Said sum shall not be due and payable to the employee unless and until proof of successful completion (as set forth above) of the course involved and submission of invoices showing payment of said tuition and books.

Any books purchased will remain the property of the Town.

**ARTICLE XXVII**  
**JOB ACTION RESTRICTION**

**Section 1.**

Neither the Union nor any employees shall induce or engage in any strikes, slowdowns, work stoppages.

**Section 2.**



The Town agrees that it will not lock out the employees covered by this Agreement.

**ARTICLE XXVIII**  
**SAVINGS CLAUSE**

**Section 1.**

If a section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portion of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision and the parties do hereby declare herein, separately and apart from others.

**ARTICLE XXIX**  
**COMPLETE AGREEMENT**

**Section 1.**

It is understood and agreed that this Agreement contains the complete understanding between the parties and that it may not be amended or altered unless by mutual agreement, in writing, by the parties. Accordingly, this Agreement supersedes any and all practices that have existed prior to the date the parties entered into this Agreement except for those practices that have specifically been agreed to and set forth herein.

**ARTICLE XXX**  
**DURATION**

This Agreement shall be effective July 1, **2020 2023** and shall remain in full force and effect through June 30, **2023 2026**. This contract shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this contract, the parties agree to meet and discuss a new Agreement.

\_\_\_\_\_  
For the Town of East Hampton

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**  
**PAY RATES**

<b><u>Position</u></b>	<b><u>2023-2024</u></b>	<b><u>2024-2025</u></b>	<b><u>2025-2026</u></b>
	<b>3.0%</b>	<b>3.0%</b>	<b>3.0%</b>
	<b>(retroactive to July 1, 2023)</b>		
Director of the Library	<b>\$87,800.48</b>	<b>\$90,434.49</b>	<b>\$93,147.52</b>
Planning and Zoning Official	<b>\$98,393.82</b>	<b>\$101,345.63</b>	<b>\$104,386.00</b>
Building and Code Enforcement Official	<b>\$95,582.50</b>	<b>\$98,449.97</b>	<b>\$101,403.47</b>
Senior Center Coordinator	<b>\$61,627.14</b>	<b>\$63,990.95</b>	<b>\$65,910.68</b>
Director of Facilities	<b>\$104,085.12</b>	<b>\$107,207.67</b>	<b>\$110,423.90</b>
Collector of Revenue	<b>\$69,062.73</b>	<b>\$71,649.61</b>	<b>\$73,799.10</b>
Parks and Rec. Program Coord.	<b>\$61,425.80</b>	<b>\$63,268.58</b>	<b>\$65,166.63</b>
Youth & Family Services/ Social Services Director	<b>\$78,821.32</b>	<b>\$81,185.96</b>	<b>\$83,621.53</b>
Assessor	<b>\$81,472.54</b>	<b>\$84,431.72</b>	<b>\$86,964.67</b>
Town Clerk	<b>\$80,903.10</b>	<b>\$83,330.19</b>	<b>\$85,830.10</b>

General wage increases shall be for the periods from July 1<sup>st</sup> to June 30<sup>th</sup> annually and shall be granted on July 1<sup>st</sup> of each applicable contract year.

Town of East Hampton  
Middlesex County, Connecticut

DRAFT – August 3, 2023

**Ordinance No. 2023.06**

**An Ordinance Amending Article V of Chapter 278 of the Code of the Town of East Hampton Regarding Stipend for Volunteer Fire Personnel and Civil Preparedness Director**

**WHEREAS**, the Code of the Town of East Hampton provides for the payment of a stipend to certain active volunteer members of the East Hampton Volunteer Fire Department and the East Hampton Volunteer Ambulance Association as well as the Town’s Civil Preparedness Director, and;

**WHEREAS**, said stipend is intended to recognize the benefits provided to the Town of East Hampton by the individuals who volunteer their time in service to their community, which payments are far below the pay that would be received for a paid professional acting in the same capacity with the same skills, and;

**WHEREAS**, the Town Council desires to update the Code to increase said stipend for members of departments that do not have other pay models that provide additional current pay for current service and to continue to recognize volunteer effort on behalf of and in service to the community.

**NOW, THEREFORE**, pursuant to Section 2.4 of the Town of East Hampton Charter, the Town Council of the Town of East Hampton does hereby ordain as follows:

Section 1: Section 275-13 of the Code of the Town of East Hampton regarding Stipend granted; amount is hereby repealed in its entirety and replaced to read as follows:

§ 278-13 Stipend granted; amount.

The Town of East Hampton hereby authorizes an annual stipend for each volunteer firefighter, paramedic, ambulance driver, EMT or Civil Preparedness Director in the following amounts before all applicable taxes in accordance with this Article.

- A. Volunteer Firefighter - \$2,500
- B. Paramedic, ambulance driver, EMT - \$1,250
- C. Civil Preparedness Director/Emergency Management Director - \$2,500

Section 2: This ordinance is effective immediately upon its adoption and publication in accordance with Connecticut Statutes and shall be effective for volunteer service in calendar year 2023 and paid in fiscal year 2024/2025.

[SIGNATURES FOLLOW]

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

TOWN COUNCIL

ATTEST

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Mark A. Philhower, Chairperson

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Kelly Bilodeau, Town Clerk

Town of East Hampton  
Middlesex County, Connecticut

DRAFT – August 3, 2023

**Ordinance No. 2023.07**

**An Ordinance Amending Chapter 96 of the Code of the Town of East Hampton Regarding Parks and Recreation Department**

**WHEREAS**, the Code of the Town of East Hampton provides for creation of a Parks and Recreation Department and a Parks and Recreation Advisory Board, and;

**WHEREAS**, it has been determined to reorganize certain duties of the aforementioned Department to remove maintenance duties for parks, clarify the Department’s responsibilities for Air Line Trail operations and lake management and to rename the Department to the Recreation Department, and;

**WHEREAS**, the Town Council desires to update the Code to reflect the duties and to clarify that the Parks and Recreation Advisory Board will continue to provide advise and oversight for both aspects in cooperation with the Directors of Public Works and Recreation.

**NOW, THEREFORE**, pursuant to Section 2.4 of the Town of East Hampton Charter, the Town Council of the Town of East Hampton does hereby ordain as follows:

Section 1: Chapter 96 of the Code of the Town of East Hampton regarding Parks and Recreation Department is hereby repealed in its entirety and replaced to read as follows:[deleted language shows as ~~strikeout~~ and added language is underlined]

Parks and Recreation ~~Department~~

§ 96-1 Establishment; responsibilities.

There is hereby established a ~~Parks and~~ Recreation Department which shall be responsible for providing balanced recreational programs for the inhabitants of the ~~Town, and~~Town and overseeing operation of recreational areas of the Town including parks, the Air Line Trail and Lake Pocotopaug. The Recreation Department will also coordinate with the Department of Public Works for the care, maintenance and management of parks and grounds assigned to said Recreation Department.

§ 96-2 ~~Parks and Recreation Director~~Director of Recreation.

A. The ~~Parks and Recreation Director~~Director of Recreation shall be head of the Department established in § 96-1, and shall be appointed by the Town Manager as prescribed by Section 3.3 of the East Hampton Town Charter, as amended.

B. The ~~Parks and Recreation Director~~ Director of Recreation shall be responsible for the proper operation of the Department and programs and shall supervise all personnel assigned thereto. The ~~Parks and Recreation Director~~ of Recreation shall perform all other duties as prescribed by the job description for the position under the general direction of the Town Manager. All incumbent personnel, including the Director, upon the adoption of this chapter, shall continue employment without interruption, and shall maintain the longevity and seniority that they enjoyed prior to the adoption of this chapter.

§ 96-3 Annual budget; disposition of revenues.

Each year, at such time or times that the Town Manager shall prescribe, the ~~Parks and Recreation Director~~ Director of Recreation shall prepare and submit to the Town Manager an estimated budget for the operation of the ~~Parks and Recreation~~ Department, together with any other information for the ensuing fiscal year. Said Department shall operate within the appropriations made by the Town for its purposes, and all revenues collected by the Department shall be promptly deposited in the Town Treasury.

§ 96-4 Parks and Recreation Advisory Board.

A. There shall be a Parks and Recreation Advisory Board which shall consist of seven electors of the Town who shall serve without pay except for reimbursement of necessary expenses. Not more than five of said electors shall be members of the same political party. All members shall be appointed by the Town Council for three-year overlapping terms. All incumbent members of the Parks and Recreation Advisory Commission existing prior to the amendment of this chapter shall be considered appointed to the Advisory Board established herein and shall continue in office until their present terms expire.

B. The Parks and Recreation Advisory Board shall work with the Directors of Recreation and Public Works and periodically advise the Town Council on long-range needs for public parks, playgrounds, swimming pools and places, athletic fields, public gardens and other recreational sites, including equipment and facilities used in connection therewith as now or may hereafter be established, whether within or without the corporate limits of the Town, which regulations shall be enforced as hereinafter provided. Said Board shall also advise the Town Council on necessary rules and regulations for the operation, care and management of the aforementioned sites and facilities, or the Town Council by resolution or ordinance may delegate the power to adopt such rules and regulations to said Board. Said Board shall elect its own officers, which shall include a Chairman and Vice Chairman, and shall determine their own rules of procedures. Said Board shall hold regular and special meetings as necessary and may conduct informational hearings for public input, all in conformance with the Freedom of Information Act.

Section 2: This ordinance is effective immediately upon its adoption and publication in accordance with Connecticut Statutes.

[SIGNATURES FOLLOW]

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

TOWN COUNCIL

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Mark A. Philhower, Chairperson

ATTEST

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Kelly Bilodeau, Town Clerk



## MEMORANDUM

**TOWN COUNCIL**

Mark Philhower  
Chairperson

Tim Feegel  
Vice Chairperson

James Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

**TO:** Town Council

**FROM:** David E. Cox, Town Manager

**DATE:** August 3, 2023

**SUBJECT:** Departmental Duties Reorganization & Job Descriptions

As previously mentioned, due to the impending departure of Parks and Recreation Director Jeremy Hall, staff and I have been discussing reorganization of duties and responsibilities. It has been determined that the Town and Town services will benefit from transferring the management of park and Town property grounds maintenance to the Department of Public Works. The remaining balance of work performed by Hall will remain with the Recreation Department and its Director. As part of implementing those changes, the Council is asked to approve revised job descriptions for the Director of Public Works and the Director of Recreation.

The anticipated change will move the staff and responsibilities for mowing and other grounds maintenance of parks and Town buildings (other than sewer facilities) to Public Works. This would include education buildings and fire stations as well as other parcels. Operational aspects of parks and athletic fields would remain with the Recreation Department including managing seasonal staff for Sears Park and communication and scheduling with user groups for parks, park buildings and athletic fields.

The Recreation Department Director would also retain responsibility for managing Lake Pocotopaug and the related activities with the Conservation Lake Commission. This would include managing the relationship with the various lake professionals used by the Town and coordinating the design and implementation of the watershed projects and the related grants.

The Recreation Director would also continue to lead the Town's relationship with the State as it relates to the Air Line Trail and would oversee the activities related to the recently received grants for improvement of the Trail on the west side of Town.

As they do today, the Recreation and Public Works Departments would coordinate and provide resources to each other as necessary.

DC

cc: Jeremy Hall, Parks and Recreation Director  
Matt Walsh, Public Works Director



## **Town of East Hampton, CT**

### **Director of Recreation**

The Director of Recreation is responsible for the overall planning, organizing, staffing, directing, implementing, reviewing and evaluating the activities of the Parks and Recreation Department and other related community services and programs.

#### **General Description**

Under the supervision of the Town Manager, the Director of Recreation is responsible for the planning, administration and direction of a comprehensive recreational program for all groups, and ages in Town. Working with the Parks and Recreation Advisory Board, the East Hampton Public Schools and other Town Departments, the Director of Recreation is required to exercise considerable independent judgment in administering and managing Town recreation programs and activities as well as the Town's other recreation resources including Lake Pocotopaug and the Air Line Trail in coordination with the Department of Public Works and the State of Connecticut.

#### **Supervision Received**

Reports directly to the Town Manager.

#### **Supervision Exercised**

Supervises all Recreation Department employees and program providers, including seasonal staff, independent contractors and consulting professionals.

#### **Essential Duties and Responsibilities**

- Plans, prioritizes and organizes work according to established policies and procedures, deadlines and services.
- Recruits, trains and evaluates employees; assigns and supervises the work of all subordinates. Administers department operations through subordinates for the development, and implementation of community wide recreational programming.
- Reviews and evaluates recreational programs, parks and facilities to assure appropriate staffing, safe environments and satisfaction of participants and patrons.
- Develops short and long term planning for programming and other recreation resources for improvements and expansion. Conducts needs assessments. Coordinates planning of projects, operations and services as needed. Manages capital improvement projects, and regular maintenance projects on grounds and facilities and playgrounds within the Director's direct responsibilities and in coordination with the Department of Public Works.
- Develops, supports, controls and administers the department's operating, capital and special revenue budgets.
- Represents the department and Town through public relations media, public appearances, professional publications and community involvement.

- Works on special committees, assignments, projects, special events and community projects. Works with various boards and commissions and provides support staff as required, including the Conservation-Lake Commission and the Parks and Recreation Advisory Board and related similar bodies.
- Prepares bid packages, statistical reports, grants, and narratives as well as oversees department information including website, social media platforms, brochures, press releases and publications.
- Keeps the Town Manager apprised of new and important developments within the department and the field.
- Performs other work, duties and special projects as assigned by the Town Manager.

### **Knowledge, Skills and Abilities**

A thorough and working knowledge of the principles and practices of community recreation programming and municipal recreation administration as well as parks administration and athletic field operation and maintenance is required. Knowledge of principles and practices for park, trail and lake maintenance and health is desired and will be developed in the position. The ability to solve practical problems, deal with a variety of variables and multitask. Strong interpersonal and leadership skills are necessary as well as ability to communicate persuasively with staff, community organizations, and members of the general public and political entities. Must possess strong written communication skills and computer skills. Must establish and maintain effective working relationships with Town Manager, Public Officials, co-workers, subordinates and the public. Must be available to work evenings and weekends in order to attend and or conduct meetings, special events or respond to emergencies.

### **Preferred Qualifications**

The skills and knowledge required would be acquired with a Bachelor's degree in Recreation Administration, Physical Education, Public Administration or closely related field and 5+ years of experience in municipal recreation administration, with increased responsibility including 3 years of supervisory and/or administrative experience; or any equivalent combination of education and experience. Membership in good standing in state parks and or recreation associations is also desirable.

### **Special Requirements**

- Recognition by the National Recreation and Parks Association as a Certified Park and Recreation Professional (CPRP) is desirable.
- Red Cross CPR, First Aid, AED certifications or ability to obtain and maintain within one year of hire.
- Must possess and maintain a valid Connecticut motor vehicle operator's license.
- Computer literacy required.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in an office setting as well as occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles. The noise level in the work environment is usually quiet in the office and moderate in the field.

### **General Guidelines**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change. This is an exempt position.

## Town of East Hampton, CT

### Director of ~~Parks and~~ Recreation

The Director of ~~Parks and~~ Recreation is responsible for the overall planning, organizing, staffing, directing, implementing, reviewing and evaluating the activities of the Parks and Recreation Department and other related community services and programs.

#### **General Description**

Under the supervision of the Town Manager, the ~~Parks and~~Director of Recreation ~~Director~~ is responsible for the planning, administration and direction of a comprehensive recreational program for all groups, and ages in Town. Working with the Parks and Recreation Advisory Board, the East Hampton Public Schools and other Town Departments, the ~~Parks and~~Director of Recreation ~~Director~~ is required to exercise considerable independent judgment in administering and managing Town ~~parks,~~ recreation programs, ~~grounds~~ and activities as well as the Towns other recreation resources including Lake Pocotopaug and the Air Line Trail in coordination with the Department of Public Works and the State of Connecticut.

#### **Supervision Received**

Reports directly to the Town Manager.

#### **Supervision Exercised**

Supervises all ~~Leisure Services staff, department~~Recreation Department employees and program providers, including seasonal staff ~~and,~~ independent ~~contractor~~contractors and consulting professionals.

#### **Essential Duties and Responsibilities**

- Plans, prioritizes and organizes work according to established policies and procedures, deadlines and services.
- Recruits, trains and evaluates employees; assigns and supervises the work of all subordinates. Administers department operations through subordinates for the development, and implementation of community wide recreational programming.
- Reviews and evaluates recreational programs, parks and facilities to assure appropriate staffing, safe environments and satisfaction of participants and patrons.
- Develops short and long term planning for programming, ~~parks,~~ and ~~facilities~~other recreation resources for improvements and expansion. Conducts needs assessments. Coordinates planning of projects, operations and services as needed. Manages capital improvement projects, and regular maintenance projects on grounds and facilities and playgrounds within the Director's direct responsibilities and in coordination with the Department of Public Works.
- Develops, supports, controls and administers the department's operating, capital and special revenue budgets.

- Represents the department and Town through public relations media, public appearances, professional publications and community involvement.
- Works on special committees, assignments, projects, special events and community projects. Works with various boards and commissions and provides support staff as required, including the Conservation-Lake Commission and the Parks and Recreation Advisory Board and related or similar bodies.
- Prepares bid packages, statistical reports, grants, and narratives as well as oversees department information including website, social media platforms, brochures, press releases and publications.
- Keeps the Town Manager apprised of new and important developments within the department and the field.
- Performs other work, duties and special projects as assigned by the Town Manager.

### **Knowledge, Skills and Abilities**

A thorough and working knowledge of the principles and practices of community recreation programming and municipal recreation administration as well as parks administration and ~~grounds maintenance is required.~~ athletic field operation and maintenance is required. Knowledge of principles and practices for park, trail and lake maintenance and health is desired and will be developed in the position. The ability to solve practical problems, deal with a variety of variables and multitask. Strong interpersonal and leadership skills are necessary as well as ability to communicate persuasively with staff, community organizations, and members of the general public and political entities. ~~Must~~ Must possess strong written communication skills and computer skills. Must establish and maintain effective working relationships with Town Manager, Public Officials, co-workers, subordinates and the public. Must be available to work evenings and weekends in order to attend and or conduct meetings, special events or respond to emergencies.

### **Preferred Qualifications**

The skills and knowledge required would be acquired with a Bachelor's degree in Recreation Administration, Physical Education, Public Administration or closely related field and 5+ years of experience in municipal recreation administration, with increased responsibility including 3 years of supervisory and/or administrative experience; or any equivalent combination of education and experience. Membership in good standing in state parks and or recreation associations is also desirable.

### **Special Requirements**

- Recognition by the National Recreation and Parks Association as a Certified Park and Recreation Professional (CPRP) is desirable.
- Red Cross CPR, First Aid, AED certifications or ability to obtain and maintain within one year of hire.
- Must possess and maintain a valid Connecticut motor vehicle operator's license.
- Computer literacy required.

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit and talk or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in an office setting as well as occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles. The noise level in the work environment is usually quiet in the office and moderate in the field.

### **General Guidelines**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change. This is an exempt position.

## **Town of East Hampton, CT Director of Public Works**

The Director will be a creative and collaborative leader with exceptional relationship skills and the ability to work together with the wide range of interests and perspectives within the Town. Excellent management, finance and administrative strengths are essential attributes for success in this role. The Director will be an influential role model who maintains a high level of credibility through the strength of a positive value system, strong work ethic and the ability to incorporate a broad big picture perspective to town operations.

### **General Description**

This is a highly responsible and visible leadership position. The Director plans, organizes, directs, reviews and evaluates the activities of the Public Works Department and in the functional areas of road maintenance and repair; parks and grounds maintenance and repair, drainage and storm sewers, solid wastes and recycling, municipal parking lots and consolidated machinery and equipment maintenance and repair.

The Director recommends departmental policies, develops programs, and work objectives for each division of the department and the Town and resolves supervisory and engineering problems.

### **Supervision Received**

Reports directly to the Town Manager.

### **Supervision Exercised**

Supervises all Department employees, including maintenance, mechanics, clerical and seasonal staff as well as contractors and consulting professionals.

### **Essential Duties and Responsibilities**

- Plans, directs, coordinates and oversees the total operation of all Public Works personnel and activities under the general direction of the Town Manager.
- Regularly reviews the operations of the Public Works Department for the purpose of evaluating effectiveness of operations, procedures, policies and practices and recommending to the Town Manager ways and means of improving services.
- Reviews the pattern and recommends the layout or repair of roads, bridges, streets, sidewalks and drainage as needed.
- Plans, directs and coordinates construction, inspection and maintenance of roads, bridges, streets, stormwater facilities, parks, playgrounds, structures and other town properties. In coordination with other Town employees, plans, directs and coordinates construction, inspection and maintenance of sanitary sewer and water systems.
- Inspects, along with the town engineer and town planner, private roads for compliance with requirements governing subdivisions.
- Plans and directs the disposal of refuse and recycling.
- Prepares annual estimates for inclusion in budget and directs the daily expenditures of allocated appropriations.

- Consults with town engineer or consulting engineers on special technical engineering problems.
- Manages the Town or consulting engineer on public works projects.
- Coordinates all public works activities with other town departments and other local and state governmental agencies.
- Acts as Tree Warden as required by CGS.
- Assists in hiring and training of all departmental personnel as requested or needed.
- Assists subordinate supervisors as needed.
- Performs related work as required.

**Nonessential Duties**

Assist Town staff in other related municipal projects.

**Knowledge, Skills and Abilities**

High level knowledge of modern principles and practices of civil engineering and a thorough knowledge of procedures and methods in public works construction and operation, road, bridge and highway maintenance is required. A working knowledge and experience with construction methods, materials and equipment. A working knowledge of facilities and grounds maintenance and repair is required with a working knowledge of building maintenance and repair desirable. Knowledge of laws and regulations related to public works programs and responsibilities required. Working knowledge of labor relations, practices and procedures desired. A working knowledge and experience with solid waste collection and landfill and transfer station methods and procedures required. Must possess the ability to apply principles of public works administration to define problems, collect data, establish facts and draw valid conclusions. Must possess the ability to apply the principles of concise written and oral instructions and to work effectively with staff, superiors and the general public as well as engineers, contractors and other public officials. Ability to understand municipal operations and their budgetary impact is required. Must be able to access and process information contained in file records and computer databases.

**Preferred Qualifications**

The skills and knowledge required would generally be acquired with a bachelor’s degree in Civil Engineering, Construction Management or Public or Business Administration, or some closely related field and eight years of progressively responsible experience in public works or construction management, with at least five years of supervisory experience at a unit or division level or any equivalent combination of education and experience.

**Special Requirements**

- Must possess certification or become certified by the Tree Warden Association of Connecticut within 1 year.
- Must possess and maintain a valid Connecticut motor vehicle operator’s license.
- Computer literacy required.

**Physical Demands**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this



job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is regularly required to stand and walk on uneven ground and through wooded and bushy areas. The employee is occasionally required to sit; climb or balance; stoop; kneel, crouch or crawl and smell. Must be able to speak and hear clearly.

### **Work Environment**

The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to traverse rough terrain during site and construction inspections. Must take protective measures when on construction sites; extended work periods during ice and snowstorms, with periodic rest breaks and occasional exposure to extreme weather conditions. May experience a high level of stress in administering activities during town emergencies. Must be able to concentrate on fine detail with some interruption. Frequent driving.

### **General Guidelines**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

## Town of East Hampton, CT **Director of Public Works**

The Director will be a creative and collaborative leader with exceptional relationship skills and the ability to work together with the wide range of interests and perspectives within the Town. Excellent management, finance and administrative strengths are essential attributes for success in this role. The Director will be an influential role model who maintains a high level of credibility through the strength of a positive value system, strong work ethic and the ability to incorporate a broad big picture perspective to town operations.

### **General Description**

This is a highly responsible and visible leadership position. The Director plans, organizes, directs, reviews and evaluates the activities of the Public Works Department and in the functional areas of road maintenance and repair; ~~building~~parks and grounds maintenance and repair, ~~sanitary~~drainage and storm sewers, solid wastes and recycling, municipal parking lots and consolidated machinery and equipment maintenance and repair.

The Director recommends departmental policies, develops programs, and work objectives for each division of the department and the Town and resolves supervisory and engineering problems.

### **Supervision Received**

~~Works is performed under the general administrative direction of the Town Manager and is reviewed for consistency with Town policy and for results obtained.~~  
Reports directly to the Town Manager.

### **Supervision Exercised**

~~Supervises assigned technical and clerical employees~~  
Supervises all Department employees, including maintenance, mechanics, clerical and seasonal staff as well as contractors and consulting professionals.

### **Essential Duties and Responsibilities**

- Plans, directs, coordinates and oversees the total operation of all Public Works personnel and activities under the general direction of the Town Manager.
- Regularly reviews the operations of the Public Works Department for the purpose of evaluating effectiveness of operations, procedures, policies and practices and recommending to the Town Manager ways and means of improving services.
- Reviews the pattern and recommends the layout or repair of roads, bridges, streets, sidewalks and drainage as needed.
- Plans, directs and coordinates construction, inspection and maintenance of roads, bridges, streets, ~~storm water and including sewer and water systems~~stormwater facilities, parks, playgrounds, structures and other town properties. In coordination with other Town employees, plans, directs and coordinates construction, inspection and maintenance of sanitary sewer and water systems.
- Inspects, along with the town engineer and town planner, private roads for compliance with requirements governing subdivisions.

- Plans and directs the disposal of refuse and ~~sewage~~recycling.
- Prepares annual estimates for inclusion in budget and directs the daily expenditures of allocated appropriations.
- Consults with town engineer or consulting engineers on special technical engineering problems.
- Manages the Town ~~Engineer~~or consulting engineer on public works projects.
- Coordinates all public works activities with other town departments and other local and state governmental agencies.
- Acts as Tree Warden as required by CGS.
- Assists in hiring and training of all departmental personnel as requested or needed.
- Assists subordinate supervisors as needed.
- Performs related work as required.

### **Nonessential Duties**

Assist Town staff in other related municipal projects.

### **Knowledge, Skills and Abilities**

~~Good~~High level knowledge of modern principles and practices of civil engineering and a thorough knowledge of procedures and methods in public works construction and operation, ~~Road, bridges~~road, bridge and highway maintenance is ~~essential~~required. A working knowledge and experience with construction methods, materials and equipment. A working knowledge of ~~buildings,~~ facilities and grounds maintenance and repair is required: with a working knowledge of building maintenance and repair desirable. Knowledge of laws and regulations related to public works programs and responsibilities required. Working knowledge of labor relations, practices and procedures desired. A working knowledge and experience with solid waste collection and landfill and transfer station methods and procedures—~~Ability required~~. Must possess the ability to apply principles of public works administration to define problems, collect data, establish facts and draw valid conclusions. ~~The~~Must possess the ability to apply the principles of concise written and oral instructions and to work effectively with staff, superiors and the general public as well as engineers, contractors and other public officials. Ability to understand municipal operations and their budgetary impact is required. Must be able to access and process information contained in file records and computer databases.

### **Preferred Qualifications**

The skills and knowledge required would generally be acquired with a bachelor's degree in Civil Engineering, Construction Management or Public or Business Administration, or some closely related field and eight years of progressively responsible experience in public works or construction management, with at least five years of supervisory experience at a unit or division level or any equivalent combination of education and experience.

### **Special Requirements**

- Must possess certification or become certified by the Tree Warden Association of Connecticut within 1 year.
- Must possess and maintain a valid Connecticut motor vehicle operator's license.
- Computer literacy required.

### **Physical Demands**

The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is regularly required to stand and walk on uneven ground and through wooded and bushy areas. The employee is occasionally required to sit; climb or balance; stoop; kneel, crouch or crawl and smell. Must be able to speak and hear clearly.

### **Work Environment**

The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to traverse rough terrain during site and construction inspections. Must take protective measures when on construction sites; extended work periods during ice and snowstorms, with periodic rest breaks and occasional exposure to extreme weather conditions. May experience a high level of stress in administering activities during town emergencies. Must be able to concentrate on fine detail with some interruption. Frequent driving.

### **General Guidelines**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



## East Hampton Police Department

1 Community Drive  
East Hampton, CT 06424



Dennis Woessner  
Chief of Police

July 31, 2023

To: David Cox, Town Manager

From: Dennis Woessner, Chief of Police

Subject: General Order approval

Attached to this memorandum are four (4) General Orders which I am submitting for approval:

General Order 4.3, Code of Conduct, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

General Order 9.5, In Service, Roll Call, and Advance Training, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

General Order 10.4, Communications – Administration, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

General Order 10.6, Communications Recordings, is a new General Order which outlines how the Glastonbury Dispatch Center records, stores, and accesses our radio transmissions and emergency telephone conversations. This General Order was required to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

Additions to the General Orders are marked in red and deletions are marked in yellow






# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 4.3

### DISCIPLINARY PROCEDURES

<b>SUBJECT: Code of Conduct</b>		
<b>Issue Date: TBD</b>	<b>Effective Date: TBD</b>	<b>Distribution: All Personnel</b>
<b>Amends/Rescinds GO: Dated 5/31/2023</b>		<b>Review Date:</b>
<b>Per Order of:</b>   <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

The Town of East Hampton and its Police Department require that all employees be independent, impartial, unbiased and responsible to the community we serve. The public judges its government by the way public officials and public employees conduct themselves in the positions to which they are elected, appointed or hired. The public has a right to expect that public officials and employees will conduct themselves in a manner that will preserve and promote confidence and respect in the local government organization.

Confidence and respect are achieved and promoted when all public officials and employees treat all citizen with respect, courtesy, impartiality, fairness, equity and equality under the law; avoid actual, potential and perceived conflicts of interest; keep the public informed and encourage communication; continually seek to improve the quality and image of public service; and recognize that the function of local government is to serve the best interest of all people.

Therefore, this code of conduct for the Police Department is hereby promulgated for the guidance of all employees to promote confidence and respect and to ensure the efficient operation and management of the East Hampton Police Department. The code is published under the authority of the Chief of Police who is responsible for the

effectiveness, discipline and good order of the Department, the safe care and custody of all Department prisoners and property as well as the security and well-being of the Town. The code cannot and does not cover every delinquent act or omission for which an employee is or may be responsible. Such acts or omissions not specifically mentioned in the code will be charged under Paragraph 1, Section 1.00 if necessary.

Nothing in this order precludes the Chief of Police or supervisor from mandating that an employee receive training as a function of discipline. When an employee's work performance, productivity or effectiveness falls below that which is expected of similarly tasked employees and said employee has no previous history of discipline in this area, a supervisor may find that training and/or remedial training may motivate the employee to perform as directed. This career development path will be coordinated through the employee's immediate supervisor.

Nothing in this order precludes the Chief of Police or supervisor from mandating that the employee receive professional counseling as a function of discipline. When an employee's duty-related performance falls below that which is expected of similarly tasked employees and supervisory efforts have failed to show improvement, the use of employee counseling combined with progressive discipline may be deemed an appropriate and effective tool. The counseling may be provided by an Employee Assistance Program or that sought by the employee.

An employee may be relieved from duty whenever a superior officer has cause to question an employee's physical or psychological fitness for duty. An internal affairs investigation may follow.

1. An officer holding the rank of Sergeant or higher has authority to relieve an employee from duty, but must promptly report this action to the Chief of Police, accompanied by a written report setting forth details and circumstances.
2. If the necessity to relieve from duty is not immediate, the behavior or actions of the employee shall be deemed a matter for administrative investigation. In an administrative investigation, only the Chief of Police may relieve an employee from duty. Only the Chief of Police may suspend without pay an officer whose continued presence on the job constitutes a substantial and immediate threat to the welfare of the department, the public, or to him/herself.
3. An officer who refuses to obey a direct order in conformance with the department's orders may be relieved from duty by a Sergeant or higher. If the officer was relieved from duty the supervisor will promptly report this action to the Chief of Police. The Chief of Police may order an internal affair investigation in accordance with the department's orders and the relevant Collective Bargaining Agreement (CBA) and may then recommend a disciplinary course of action which may include but not be limited to

suspension without pay or dismissal.

Records of all disciplinary action are retained under secure conditions in the Office of the Chief of Police and the Human Resources Department of the Town. Disciplinary records will be retained in a manner to comply with the State of Connecticut Municipal Record Retention Schedule, pursuant to Section 7-109 of the Connecticut General Statutes.

For purposes of administering the code, the following classifications of offense with the maximum possible penalty for each class will be used:

Class	Maximum Penalty
A*	Dismissal
B*	30 days unpaid suspension
C*	15 days unpaid suspension
D*	10 days unpaid suspension
E	5 days unpaid suspension
F	Written reprimand

\* Demotion in grade is an alternative penalty when the Chief of Police or designee determines the violator has a past history or repetitious pattern of similar conduct.

Notwithstanding the foregoing and the penalties outlined below, the Town specifically reserves the right at its sole discretion to implement discipline at a higher level, up to and including dismissal, for egregious offenses, repeated offenses or multiple offenses beyond that which is described below.

SECTION I

GENERAL

§1.00 Any violation of the rules and regulations, violations of sections of the Employee Handbook, published orders, directives, memoranda, or any lawful order, or any act which tends to undermine the good order, efficiency and discipline of the Department, or which reflects discredit upon the Department or any member thereof, shall constitute conduct unbecoming an employee. Penalties for conduct unbecoming an employee are as follows:

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense B

SECTION 2

CONDUCT UNBECOMING AN EMPLOYEE



New § 2.01 Use of bias based profiling, including but not limited to use of race, ethnicity, religion, gender, sexual orientation, economic status, age, cultural group, or some other identifiable trait of a group, as the sole reason for stopping, detaining, searching or arresting an individual.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.02 Accepting a bribe or gratuity for permitting an illegal or potentially illegal act or for otherwise failing to perform the employee's duties or for implementing the employee's duties in an inappropriate manner.

1<sup>st</sup> Offense A

§2.03 Failure to report in writing to the Chief of Police an offer of a bribe or gratuity to act or fail to act as described in § 2.01 above.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.04 Soliciting any favor or privilege or other thing of value as a condition for performing or failing to perform official duties or to perform those duties in an inappropriate manner.

1<sup>st</sup> Offense A

§2.05 Recommending any professional or commercial service for personal gain.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.06 Abusing official position to obtain any special benefit or favor.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§2.07 Failure of any employee to maintain themselves and their uniforms in a neat and clean condition.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense D

§2.08 Removing Department property without proper authorization without intent to permanently deprive the Department of said property.

1<sup>ST</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.09 Removing Department property without proper authorization with intent to permanently deprive the Department of said property.

1<sup>st</sup> Offense A

§2.10 Unauthorized entry into any office, desk or locker of another.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.11 Arrest and conviction of a crime (Class A misdemeanor or above and/or moral turpitude related crimes)

1<sup>st</sup> Offense A

§2.12 Arrest and conviction of all other crimes or offenses.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense A

§2.13 Knowingly and willfully making a false entry in any official Department document, report or record.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.14 Negligent entry in any official Department document, report or record

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.15 Using unnecessary, violent, abusive or profane language to citizens while on duty.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense D                      3<sup>rd</sup> Offense A

§2.16 Using violent, abusive or profane language toward another employee.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.17 Making public statements regarding confidential Department material.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.18 Making public statements which are known to be false or to be in reckless disregard of known facts related to Department policy or Department business.

1<sup>st</sup> Offense D                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§2.19 Failure to wear the prescribed uniform for assigned duties.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense D

§2.20 Members of the Department, except in the discharge of official duties or with permission of the Chief of Police, shall not knowingly associate with criminals, racketeers, gamblers or persons engaged in unlawful activities, nor shall they knowingly enter or socialize in places where frequent violations of law are suspected or known to occur.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§ 2.21 Knowingly associating with or joining an organization and actively advancing the cause of an organization that has been labeled as a racist, hate or terrorist group by the Federal Bureau of Investigations.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§2.22 Gambling which is illegal or in violation of department regulations.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.23 Outrageous, insolent, offensive or overt disrespect towards a supervisory officer.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.24 The use of rude, insulting language or other offensive or demeaning language by a supervisory officer towards a subordinate.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.25 Fighting or quarreling with one or more other employees or a supervisory officer.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.26 Failing to supply the Department with a current telephone number and address.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§2.27 Arbitrary or abusive use of police power or arbitrary or abusive action taken under the color of the police power in personal disputes or affairs.

1<sup>st</sup> Offense A

§2.28 Failure to respond to official Department telephone calls.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

SECTION 3

INTOXICATION OR OTHER IMPAIREMENT

For the purpose of this Paragraph, intoxication will include the involvement of alcoholic beverages and/or narcotics.

§3.01 On duty intoxicated

Refer to the current Collective Bargaining Agreement between the Town of East Hampton and East Hampton Police Union, Local #2407, Council 4, AFSCME, AFL-CIO Appendix C.

§3.02 Off duty, consuming alcohol in uniform without a weapon

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§3.03 Off duty, consuming alcohol in uniform or not, but in the possession of a Department issued weapon or unable to respond to duty because of intoxication or when on standby basis or when previously assigned to duty.

1<sup>st</sup> Offense C                      2<sup>nd</sup> Offense B                      3<sup>rd</sup> Offense A

§3.04 Use of any narcotic substance or any controlled drug pursuant to a doctor's order without reporting same to a supervisory officer where such drug may impair an employee's judgment or ability to operate a motor vehicle or handle implements.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§3.05 Failure of any employee to report any medical condition which might render the employee unfit for assigned duty.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§3.06 Consumption of alcoholic beverages while on duty or during the eight (8) hours immediately prior to scheduled duty.

1<sup>st</sup> Offense C                      2<sup>nd</sup> Offense B                      3<sup>rd</sup> Offense A

SECTION 4

INSUBORDINATION

§4.01 Refusal to obey legitimate orders of a supervisor, whether oral, in writing, by hand signal or other method known to both parties involved.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§4.02 Giving an order knowing such to be unlawful or beyond the scope of his/her authority by a supervisory officer.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§4.03 A supervisory officer shall not reprimand any employee in a degrading or defamatory manner nor shall such reprimands be done in the view of other employees except where operational or exigent circumstances require immediate action.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense C

## SECTION 5

### NEGLECT OF DUTY

§5.01 Failure to properly supervise subordinates, to refer Disciplinary charges, or to take other appropriate disciplinary action.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense B + Reduction in rank                      3<sup>rd</sup> Offense A

§5.02 Failure to take appropriate action when necessary and/or failure to complete a written report of same at the conclusion of the employee's daily tour of duty unless specifically waived by a supervisory officer.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.03 Inattention to duty assignment or asleep on duty.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.04 Unauthorized absence from duty assignment.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

## Section 4.3

## CODE OF CONDUCT

§5.05 Intentional or willful failure to comply with any lawful orders, procedures, directives, regulations, oral or written.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense D                      3<sup>rd</sup> Offense A

§5.06 Negligent failure to comply with any lawful orders, procedures, directives, oral or written.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.07 Failure to report as a witness when duly notified within reasonable time limits or when subpoenaed.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.08 Permitting an unauthorized person in patrol car.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.09 Unauthorized or intentional misuse of patrol car for personal use.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.10 Failure to give name and badge number when properly requested.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.11 Tardiness when reporting for duty, including roll call, court appearances and duty assignments.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense D

§5.12 Appear or give testimony as a character witness for any defendant in a criminal trial or inquiry in which the Department is involved without the approval of the Chief of Police or the Chief's designate.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.13 Willfully damaging Police Department property and/or equipment.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§5.14 Willful interference with Police Radio broadcasting and tampering with Police Radio equipment.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§5.15 Knowingly failing to report the revocation or suspension of one's Motor Vehicle Operator's License.

1<sup>st</sup> Offense D                      2<sup>nd</sup> Offense A

§5.16 Allowing a prisoner to escape.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C

§5.17 Failure to thoroughly search for, collect and preserve and identify evidence of persons, property and locations in any arrest or investigation.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.18 Loss of police vehicle due to failure to remove the keys when unattended.

1<sup>st</sup> Offense A

§5.19 Failure to properly care for assigned equipment and vehicles or any Police Department property; damaging or causing damage to same due to neglect or carelessness.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense D                      3<sup>rd</sup> Offense A

§5.20 Failure to take appropriate action concerning illegal activity, including vice conditions and/or to make a written report of any such incident in which the employee is involved or has knowledge.

1<sup>st</sup> Offense B                      2<sup>nd</sup> Offense A

§5.21 Failure to carry out assigned duties or to follow Department orders and procedures efficiently and expeditiously.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.22 Performing assigned duties or other official work in a careless or negligent manner or in disregard of prescribed procedures or established practice.

## Section 4.3

## CODE OF CONDUCT

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.23 Failure to observe Department procedures outlining safety practices or adhere to established practices relating to safety.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§5.24 Intentionally depriving a prisoner or suspect of basic rights and humane treatment.

1<sup>st</sup> Offense E                      2<sup>nd</sup> Offense C                      3<sup>rd</sup> Offense A

§5.25 Failure to adhere to Town and Department rules on reporting illness within a "reasonable time" from the on-set of the illness and other medical role procedures.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> offense C

§5.26 Willful or intentional abuse of sick time and procedures and/or leave related to compensable injuries.

1<sup>st</sup> Offense C                      2<sup>nd</sup> Offense B                      3<sup>rd</sup> Offense A

## SECTION 6

### GUIDELINES RELATING TO USE OF FORCE AND FIREARMS DISCHARGE

§6.01 Intentional and unnecessary deviation from the Department's Use of Force Policy.

1<sup>st</sup> Offense A

§6.02 Inadvertent deviation from the Department's Use of Force Policy, technical in nature but under exigent circumstances.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§6.03 Intentional, flagrant or wanton disregard of Department Firearms Policy and Guidelines.

1<sup>st</sup> Offense A

§6.04 Inadvertent deviation from Department Firearms Policy or Guidelines, technical in nature but under exigent circumstances.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A



§6.05 Display of a firearm in an unnecessary and/or unreasonable manner.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

SECTION 7

AUTHORIZED EQUIPMENT

§7.01 Carrying equipment for which the employee has not demonstrated required proficiency.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A

§7.02 Carrying or employing equipment not specifically authorized for use by the Department.

1<sup>st</sup> Offense F                      2<sup>nd</sup> Offense E                      3<sup>rd</sup> Offense A



# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 9.5

### TRAINING AND SELECTIONS

<b>SUBJECT: IN-SERVICE, ROLL CALL, AND ADVANCED TRAINING</b>		
<b>Issue Date:</b> TBD	<b>Effective Date:</b> TBD	<b>Distribution:</b> All Personnel
<b>Amends/Rescinds GO:</b> 7/11/2023		<b>Review Date:</b> /        /
<b>Per Order of:</b>   <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

#### I. PURPOSE

The purpose of this general order is to establish a written directive, which describes the East Hampton Police Department's procedures related to the Department's in-service training, roll call training, and accreditation familiarization processes.

#### II. POLICY

It is the policy of the East Hampton Police Department to provide annual retraining programs, roll-call training, and accreditation familiarization for sworn officers, as well as, civilian employees in order to improve and enhance their knowledge, skills, and abilities. All training must be consistent with the Department's goals and objectives. The Training Sergeant is assigned the functional responsibility for Department training and is accountable for developing and administering training programs. **The Training Sergeant is also responsible for monitoring future training, legislation, and mandates.** Program development provides for input from several sources, including Department personnel in general, a training committee, the inspections function, and, most importantly, the Chief of Police.

#### III. DEFINITIONS

Proficiency In-Service Training: A training process designed to stimulate, develop, and improve the skills, knowledge, and abilities necessary to stay competent in the duties and responsibilities of the position.

Career Specialty In-Service Training: A training process used to provide an advanced level of instruction in an area of interest and specialization that enhances the overall potential for job satisfaction and career advancement.

#### IV. PROCEDURE

##### A. Department Annual Retraining Program

###### 1. Introduction

- a. Training has often been cited as one of the most important responsibilities in any law enforcement agency, and serves three broad purposes:
  - (1) Well-trained officers are generally better prepared to act decisively and correctly in a broad spectrum of situations.
  - (2) Training results in greater productivity and effectiveness.
  - (3) Training fosters cooperation and unity of purpose. Moreover, law enforcement agencies are now being held legally accountable for the actions of their personnel and for failing to provide initial or remedial training.
- b. Sworn personnel shall complete mandatory annual and triennial review retraining programs, as required by the Connecticut Police Officers Standard and Training Council (POSTC), and the Department, to ensure that personnel are kept up to date with new laws, technological improvements, and revisions in agency policy, procedures, rules, and regulations. The mandatory retraining program is designed to provide supervisory, management, or specialized training to participants. Retraining is used to supplement promotional training, training prior to assignment to a specialized component, or executive development training for higher-ranking officers.
- c. The retraining program is designed to further the professionalism of the individual officer as well as that of the Department. The training includes a review of the following topics:
  - (1) Agency policy, procedures, and rules and regulations, with emphasis on changes
  - (2) Ethics and integrity taking into consideration cultural influences, policy compliance, and doing what is correct rather than what is not illegal.
  - (3) Statutory or case law affecting law enforcement operations, with emphasis on changes

- (4) The functions of agencies in the local criminal justice system
- (5) Exercise of discretion in the decision to invoke the criminal justice process
- (6) Interrogation and interviewing techniques
- (7) Agency policy on the use of force, including the use of deadly force
- (8) The performance evaluation system
- (9) New or innovative investigative or technological techniques or methods, if any
- (10) Hazardous materials incidents
- (11) Contingency plans, if any, including those relating to special operations and unusual occurrences
- (12) Crime prevention policies and procedures
- (13) Collection and preservation of evidence
- (14) Report writing and records system procedures and requirements
- (15) Victim/witness rights, policies, and procedures
- (16) Other training as necessary

## 2. Proficiency In-Service Training

- a. Proficiency in-service training keeps the employee up to date on the duties and responsibilities of the job presently being performed and enhances the employee's skills beyond the minimum level and increases the potential for career development. Proficiency in-service training is available to all members of the Department.

## 3. Career Specialty In-Service Training

- a. Career specialty areas are designed to stimulate personnel to compete for new areas of interest and specialization and to enhance the overall potential of the employee for upward mobility. Although the majority of Department personnel are generalists, the Department attempts to identify and/or provide training opportunities for all specialty positions. The nature and scope of such training should be determined by the skills, knowledge, and abilities required of each specialty. Career specialty in-service training will be provided prior to assignment or as continued training within the position.

## 4. Management Training

- a. Management and supervisory training are key elements in an employee's career development, and are also major factors in enhancing an employee's overall potential for upward mobility.

Supervisors are to receive ongoing training in the following areas:

- (1) The development and communication of goals and objectives
- (2) Situational Leadership and Decision making
- (3) Problem identification, prevention and solution
- (4) Management information systems
- (5) Fiscal management
- (6) Organizational behavior

#### 5. Inventory of Resources

The Training Sergeant will maintain an inventory of resources available to assist with in-service training for employees. This inventory is to contain a brief description of the training opportunities offered by the resource and contact information (contact person, address and phone number).

#### 6. Advanced Training

- a. Advanced training is considered training provided by the FBI National Academy, New England Law Enforcement Institute, Northwestern, Southern Police Institute, etc. Generally those officers acting in a mid-management position, or higher, shall be considered for advanced training. Officers wishing to receive such training are encouraged to forward requests up the chain of command, listing the specific school, costs, and justifying the need for such training. The Chief of Police will make the final selection for advanced training. Criteria for selecting personnel for advanced training shall be based on the following:
  - (1) The officer's ability to meet entrance qualifications; and
  - (2) The current rank and/or command position.
- b. The assignment and additional responsibilities of an officer selected for advanced training will be decided prior to the officer leaving for the training. Advanced training should satisfy any of the following training requirements:
  - (1) Management Theory
  - (2) Resource Utilization
  - (3) Supervisory Roles/Techniques
  - (4) Police Administration
  - (5) Executive Leadership
  - (6) Police Ethics
  - (7) Change Management

**B. Roll Call Training**

1. Roll call training is a technique that may supplement all other training. Roll Call training is a useful element of the Department's training program, and is accomplished through the Department's formal Roll Call, or Shift Briefing Periods, by the Shift Supervisor or other supervisor. The goal of this training should be to keep officers/employees up to date between formal retraining sessions. Roll Call training topics may include:
  - a. Department policy, procedures and rules
  - b. Changes or enactment of new laws
  - c. Operational techniques or methods
  - d. Town policy, procedures, and rules
  - e. Safety and OSHA mandated training
  - f. Other training as required or needed
2. Roll call training should especially address a review of policy and procedures that relate to High-Risk/Low Frequency events, particularly those events having No Discretionary Time (NDT) to prepare in advance.
3. It is the responsibility of the Training Sergeant to plan for documented Roll-Call training in cooperation with the respective Shift Supervisors. Roll Call training may involve the use of videotapes, lecture, or participating discussion. The programs shall be short (less than ten minutes) and informational. Instructors will generally be the Shift Supervisors, but may include other personnel especially skilled or qualified in the particular topic. Instruction methods may include the following:
  - a. Lecture
  - b. Video
  - c. Demonstration
  - d. Articles, handouts, and other reading materials
  - e. Group discussion
  - f. Role-play, simulation, etc.

It shall be the responsibility of the Shift Supervisor to ensure that those officers missing Roll Call training receive it as soon as practical. Officers are responsible to know and understand the Roll Call material taught.

**C. Accreditation Process Familiarization**

1. The intent of this section is twofold. First, it ensures that all employees are

familiar with accreditation and what it entails during the self-assessment process. Second, familiarizing new employees with the process will provide a historical perspective and emphasize the importance of accreditation to the Department. This familiarization process will include:

- a. The history and background of accreditation
  - b. The Department's involvement in the process
  - c. The accreditation process
  - d. The goals and objectives of accreditation, and the advantages of accreditation and its impact on the Department.
2. The Accreditation Manager is responsible for this function and any and/or all of the following means may achieve this familiarization:
- a. Classroom instruction
  - b. Video
  - c. Newsletter
  - d. Memo
3. Familiarization with the accreditation process will be provided to Department employees as follows:

a. Newly Hired Personnel

All newly hired employees will be provided familiarization training as part of the Employee Orientation Program and/or Field Training and Evaluation Program. As part of this training, an introduction to the accreditation process, function, and applicable standards will be provided, especially standards dealing with the use of force, police pursuits, and the citizen complaint process.

b. Self-Assessment Phase

The Department will conduct periodic retraining on select portions of accreditation standards to various functions and positions, and will seek to involve members as much as possible in the accreditation process. Personnel will be encouraged to participate in accreditation audits, to provide input to the accreditation process through goals and objectives, and to provide input through reports required by accreditation standards. During the self-assessment phase of accreditation and re-accreditation, the Accreditation Manager will keep all Department personnel abreast of the process. This will be accomplished by inter-office memos, Department meetings, briefings, Staff Meetings, Internal In-Service Training, EMAIL, or as determined by the Chief of Police.

c. On-Site Assessment

Just prior to a re-accreditation on-site assessment, the Accreditation Manager will apprise all Department personnel of the upcoming on-site assessment and what it will entail. This will be accomplished by inter-office memos, Department meetings, briefings, staff meetings, internal in-service training, EMAIL, or as determined by the Chief of Police. Prior to the on-site, information will be distributed explaining the process and detailing each member's duties and responsibilities. Supervisory personnel will be actively involved in the preparation and will be encouraged to involve members of the Department to participate in the on-site evaluation of the agency.

d. Advanced Accreditation Training

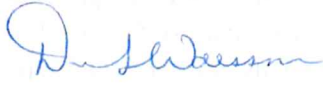
The Chief of Police and or the Accreditation Manager, will attend training as required by the Police Officer Standards and Training Council Law Enforcement Accreditation Program, if at all possible, subject to budgetary and manpower limitations. The Chief of Police may require additional accreditation training assignments of other Department personnel as he sees fit.





# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 10.4 SUPPORT AND TECHNICAL SERVICES

<b>SUBJECT: COMMUNICATIONS - ADMINISTRATION</b>		
<b>Issue Date: TBD</b>	<b>Effective Date: TBD</b>	<b>Distribution: All Personnel</b>
<b>Amends/Rescinds GO: 6/21/2023</b>		<b>Review Date: / /</b>
<b>Per Order of:</b>   <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

### I. PURPOSE

The purpose of this general order is to establish a written directive that provides the procedures and guidelines regarding the administration of the regional dispatching services provided to the Town of East Hampton by the Glastonbury Police Department. These services are provided in accordance with a Memorandum of Agreement (MOA) dated April 12, 2016

### II. POLICY

The Glastonbury Police Department shall have a Dispatch Center that shall be responsible for radio communications, telephone communications, teletype, and automated data communications, CCTV monitoring, and other duties as outlined in the MOA between the Town of Glastonbury and the Town of East Hampton for Public Safety Dispatch Services. In accordance with the MOA, the Glastonbury Police Department will meet or exceed all applicable Police Officer Standards and Training Council (POSTC) Accreditation standards as they apply to communications on behalf of this agency.

The Glastonbury Police Department and the East Hampton Police Department will each maintain direct control of their respective COLLECT/NCIC/NLETS systems and comply with all sections of Connecticut General Statutes with regard to Criminal History records information

and with Title 28 of the United States Code, in addition to the most current Criminal Justice Information Services (CJIS) Security Policy.

Both Departments have entered into a Management Control Agreement for access to the COLLECT/NCIC/NLETS systems. The Control Officer, responsible for monitoring activities related to the East Hampton Police Department's COLLECT system, is designated as the Chief of Police for the Town of East Hampton.

Only COLLECT/NCIC certified employees are authorized to make inquiries on, entries in or remove information from the COLLECT/NCIC system. Information received from the COLLECT/NCIC system is confidential and shall not be released to any non-law enforcement agency or individual. Department entries that are found to be inaccurate or are no longer valid will be removed from the COLLECT/NCIC system immediately.

The Chief of Police or his designee from the Glastonbury Police Department is responsible for overseeing all dispatch functions, as the Dispatchers are Town of Glastonbury employees. Each Town maintains control over their respective personnel as neither Town's personnel are deemed to be employees of or have any contractual relationship with the other Town, nor are any rights, privileges or obligations pertaining to such status conferred upon the other Town's personnel.

### **III. DEFINITIONS**

COLLECT: The CONNECTICUT ONLINE LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM is the State of Connecticut's version of NCIC.

Dispatch Center: Conveys information from the public to the East Hampton Police Department through the Dispatch personnel to the field officer who responds to the call for assistance, to other law enforcement, emergency services and public service agencies, and to the Records Unit.

CSBI: The CONNECTICUT STATE BUREAU OF IDENTIFICATION is a bureau of the State Police that is a centralized, statewide record depository containing arrest information that has been submitted by Connecticut law enforcement agencies and includes a fingerprint classification and identification section.

Badge Number: This is the number assigned to members of this Department for the length of their assignment, by rank or position, and will be used as the officer's radio call number and as a badge number.

CAD: Record management system where Communications Unit personnel enter information into a computerized database. This information is then relayed to personnel as necessary. The records management system also generates the control number for each request for criminal calls for service.

NCIC: The NATIONAL CRIME INFORMATION CENTER is a computer system controlled and operated by the Federal Bureau of Investigation in Washington DC, that gives law enforcement agencies access to information on warrants, criminal histories, stolen property, and missing persons statewide and nationwide.

#### **IV. PROCEDURE**

##### **A. General**

1. All radio operations of the East Hampton Police Department will be conducted in accordance with Federal Communications Commission (FCC) procedures and requirements. All mobile, fixed, and portable transmitting equipment shall be licensed in accordance with the FCC procedures and requirements.
2. The Dispatch personnel shall utilize the COLLECT System and NCIC system, as well as CAD, to provide current Criminal Justice System information to the Officers and Authorized Personnel of the East Hampton Police Department.
3. The Dispatch Center will be equipped with a map of the jurisdiction, with the patrol districts outlined.
4. The Dispatch Center will be equipped with a listing of telephone numbers for emergency and necessary external services, which will be immediately available to communications personnel.
5. Dispatch personnel will have immediate access to the shift supervisor, a duty roster for each shift, and the telephone number of every Department member.
6. Dispatch personnel will have access to General Orders, Standard Operating Procedures or other plans regarding the dispatch and deployment of specialized units and tactical dispatch plans.
7. Visual status indicators of all on-duty personnel are available through CAD.

B. 24-Hour Communications

1. The East Hampton Police Department will maintain a 24-hour two-way radio capability providing continuous communication between the officers on duty and the Dispatch Center.
2. Sworn members of the East Hampton Police Department are issued Departmental Portable Radios for use.
3. Each vehicle controlled by the East Hampton Police Department and used by Sworn Personnel for patrol purposes, shall be equipped with a mobile radio.
4. The East Hampton Police Department incorporates a multi-frequency capable radio system with one (1) primary frequency and one (1) back up frequency, Glastonbury channel 2.
5. Multichannel mobile radios are installed in all marked and unmarked patrol cars and administrative vehicles.

C. HOTLINE and Regional Access Frequency System (RAFS)

The HOTLINE System will be utilized to maintain a means of radio communication between the Department's mobile radios and Glastonbury Dispatch. The HOTLINE system allows for communication between other state and municipal police agencies. Glastonbury Dispatch is HOTLINE equipped, and communication with other agencies will be conducted according to established protocols.

The RAFS system is separated into two channels, RAFS 1 and RAFS 2. RAFS 1 is used for all RAFS eligible routine or tactical radio transmissions and can be used for the exchange of information, back up for local radio channels, back up for the HOTLINE, tactical situations and multi-agency investigations. RAFS 2 is reserved for use in response to extreme emergency situations by RAFS participating departments. An extreme emergency is defined as an unanticipated event involving multiple jurisdictions, including multi-town pursuits, where the initiating agency needs exclusive use of the radio channel. All portables, mobile radios and Glastonbury Dispatch have both RAFS frequencies.

D. Regional Computer Records System

The Glastonbury Police Department and the East Hampton Police Department utilize a

regional computer records system, which allows the Glastonbury Dispatch Center to see records from both agencies. The East Hampton Police Department complies with all sections of the Connecticut General Statutes with regard to criminal history records information and with Title 28 of the United States Code. In addition, the East Hampton Police Department has taken the following security precautions:

1. The Department has appointed the Chief of Police as the control officer responsible for compliance with this standard
2. Platforms provided access to COLLECT services and facilities shall be under the direct control of the criminal justice agency served by those platforms; and in this case the East Hampton Police Department.
3. Each user of the system shall be certified as COLLECT operators for inquiry only unless otherwise approved by the State
4. Department supervisors are authorized to take immediate corrective action when a breach is detected and will immediately notify the Chief of Police of the breach.
5. The Chief of Police will perform unannounced audits of inquiries and make written Reports on results of the audits.
6. The Department will ensure that they are compliant with the most current Criminal Justice Information Services (CJIS) Security Policy.

E. Security and Access to the Glastonbury Dispatch Center

1. Access to the Dispatch Center will be restricted to:
  - Dispatch personnel;
  - East Hampton Police Department personnel, who are required to enter the Dispatch Center on necessary business;
  - Other necessary personnel, when authorized by a Glastonbury Police supervisor.
2. Security to the Dispatch Center is provided by several locked doors. The public will not have access to the entrance to the Dispatch Center. The entrance door will be kept closed and locked at all times.
3. A CCTV system provides video surveillance of the interior and exterior of the

Glastonbury Police Department building.

F. Communication Equipment

1. All antennas, transmission lines, power sources, main radio transmitters, and the backup radio transmitters are located in secure locations and/or structures either in Glastonbury or East Hampton.
2. The Glastonbury Police Department and the East Hampton Police Department will each maintain generators to provide an alternate source of power sufficient to ensure continued operation of emergency communications in the event of a power failure. The following maintenance procedures will be maintained with regard to the generators:
  - a. A documented test of the alternate power source will be conducted in accordance with manufacturers recommendations, or at a minimum monthly;
  - b. An operational test, under full load, will be conducted at least once within a twelve-month period;
  - c. Maintain a record which documents the actual use of the power source;
  - d. Maintain a record of all maintenance and repair activities; and
  - e. Access to the generator will be limited for security purposes.
3. Uninterrupted Power Supplies are utilized to provide a continuous source of power during both normal conditions and during the time delay for the generator to power up on loss of normal AC Power or low voltage incidents.

G. Damaged or Malfunctioning Equipment

1. Any person assigned to or working in the dispatch area shall report damaged or malfunctioning Town of East Hampton equipment to the Chief of Police or his designee in writing before the end of their shift.
2. In the event of an emergency, such as failure of telephone lines or a radio channel, the person on duty shall immediately notify the shift supervisor who will in turn notify the Chief of Police or his designee.
3. Telephone numbers for various technical service agencies are available in dispatch.
4. Equipment owned by the Town of East Hampton and directly or indirectly operated

by the Glastonbury Dispatch Center shall be the responsibility of the Town of East Hampton including but not limited to its operation, housing, maintenance, and applicable licensing requirements.

#### H. Emergency Access Telephone System

1. The Town of East Hampton shall have a 911 emergency access telephone system which shall provide:
  - 24-hour toll-free calling from any telephone within the Town phone exchange to the Glastonbury Dispatch Center,
  - A single emergency telephone number (911) for the entire geographical area within the Town's jurisdiction,
  - Separation of emergency telephone calls from non-emergency calls.
  - Operation of a 911 P.S.A.P. (Public Safety Answering Point) which is handled by the Glastonbury Dispatch Center.
2. The East Hampton Police Department shall have separate telephone numbers for routine telephone communications.
3. The Town of East Hartford is designated as the 911 PSAP backup for the Town of Glastonbury.

#### I. Emergency Medical Dispatch

1. The Glastonbury Dispatch Center is authorized under Connecticut General Statute 28-25b to provide emergency first-aid instructions over the telephone or radio and the employees of the center are trained and have immediate access to approved Emergency Medical Dispatch guidelines or materials.






# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 10.6 SUPPORT AND TECHNICAL SERVICES

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<b>SUBJECT: Communications Recordings</b>		
<b>Issue Date: 7/24/2023</b>	<b>Effective Date: 8/8/2023</b>	<b>Distribution: All Personnel</b>
<b>Amends/Rescinds GO:</b>		<b>Review Date:        /        /</b>
<b>Per Order of:</b>   <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

### I. PURPOSE

The purpose of this General Order is to establish procedures and guidelines regarding the recording of East Hampton police Department radio transmissions and emergency telephone conversations.

### II. POLICY

It is the policy of the East Hampton Police Department to ensure that every radio transmission and emergency telephone conversion with the Glastonbury Dispatch Center will be recorded and will be retained for at least thirty (30) days. Telephone conversations and radio transmissions will be available to Dispatchers for immediate playback while maintaining continuous recording of radio transmissions and emergency telephone calls.

### III. PROCEDURE

#### A. Access to and Security of Recorded Data

1. Recorded conversations are public information and are open to the general public



unless the recordings are part of an ongoing investigation or are otherwise restricted by Freedom of Information laws.


2. A member of the East Hampton Police Department, sworn or civilian, may request that copies of the recording be made for official purposes, upon approval of the the following personnel:
  - Chief of Police or his designee
  - Shift Supervisors
3. Requests for radio and/or emergency telephone conversations should be made through the Communications Supervisor of the Glastonbury Dispatch Center
4. A communications recording may be preserved for an indefinite period of time, if the contents relate to a court case, formal investigation, death, or other law enforcement matter.
5. Communications recordings held for a specific case will be secured (downloaded) and retained in the evidence room, following policies and procedures on the handling of evidence.
6. Communications recordings may be reviewed by Glastonbury Dispatch personnel and Department staff when the need for immediate playback is necessary and the review is for official purposes only.
7. All logging recordings are secured and maintained in a secure server room inside the Glastonbury Police Department.
8. Access to the recorder requires an individually issued password.

B. Communications Recorder

1. It shall be the responsibility of the Glastonbury Police Department to ensure the proper operation and control of the communications (logging) recorder and all other associated equipment.
2. Only Glastonbury Dispatch personnel and those authorized by the Glastonbury Chief of Police are authorized to operate the communications recorder.

3. The communications recorder shall be operated in accordance with the general operating and maintenance procedures as outlined in the operating manual.
4. The communications recorder will allow for the continuous recording of radio and emergency telephone conversations while the playback function is activated.

## MEMORANDUM

TO: Town Council  
FROM: David E. Cox, Town Manager   
DATE: August 3, 2023  
SUBJECT: Town Manager's Report

The following information includes follow up from general items that were discussed at previous Council meetings as well as updates of a general nature from the departments. The items are organized by department and are intended to provide information on activities currently being undertaken by the Town's departments and those matters that are upcoming. Not all departments will be represented in each Report.

**Town Council Meeting Follow Up**

- The discussion related to whether the Town would accept maintenance and public-road-like responsibility for Edgewater Circle is being held for the September 12 meeting. Town Attorney is reviewing the matter and the original agreements and will be providing a written opinion and advice for the Council prior to that meeting.

**Finance**

- The Government Finance Officers Association (GFOA) has, for the 11<sup>th</sup> consecutive time, recognized the Town's annual financial reports with its Certificate of Achievement for Excellence in Financial Reporting. The recognition, which is for the fiscal year 2022 end-of-year financial reports, acknowledges the Town's effort to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that provide transparency and full disclosure of the Town's financial activity and condition.
- Attached to this report is a one-page sheet showing the current status of funds received by the Town through the American Rescue Plan Act (ARPA). As shown in the charts, the Town has committed about \$3.45 million of its \$3.79 million allocation. About \$1.34 million has been expended to date. The majority of the funds have been used to offset capital or significant one-time purchases including technology, building improvements, vehicle and equipment replacements and construction-related activities.

**Library**

- The Library is busy preparing for its Summer Reading Closing Party, which will take place on Friday, August 18 from 3-5pm. The event will have a circus theme and attendees will have the opportunity to learn skills like plate spinning and how to walk a tight rope with a company called Circus Moves. Raffle prize winners will be announced at 4:30pm.
- The Library partnered with Parks and Recreation this week to host Jason Tardy, an extreme juggler who performed for 150 Library patrons and Sears Park Summer Camp kids.

- The Friends of Lake Pocotopaug has generously funded a second stand-up paddleboard for the Library of Things collection along with a collection of educational books for children on lake ecosystems, cultural histories, and conservation. Additionally, the East Hampton Lions Club donated to the Library, which allowed replacement of some well-worn copies of adult fiction books. Thanks go out to both of these organizations for their support of the Library.
- The Monthly Library Report for July is included in this Report.

### **Planning and Zoning**

- The Planning and Zoning Commission gave preliminary consideration to an application for a 15 lot residential subdivision located on Flanders Road (Home Acres Estates). As part of discussion related to the developer's proposal for a private road, the Commission asked for input from the Town Council regarding whether the road should be public or private. The Council will be asked to consider this question at a meeting in September in order to provide a statement to the Commission prior to the planned public hearing on the proposed development, which is scheduled for October.

### **Police Department**

- The Department recently completed its Police Officer Standards and Training Council (POSTC) Tier I Accreditation audit which took place between July 17 - 28. Six assessors from different law enforcement agencies reviewed 122 standards and ultimately found all of them in compliance with Tier I POSTC Standards with a few small requests for modifications. The next step will be an on-site visit to the Department by POSTC staff on August 8, during which time they will tour the facility and present the official report from the audit to the Chief. The final step will be to attend a POSTC meeting at which time the POST Council members will determine via vote whether to award Tier 1 accreditation to the Department. It is expected that meeting will take place on September 14.
- During the month of July, the Department did not use Narcan, nor did it respond to any medical call in which a family member or other person had used it.

### **Youth and Family Services**

- Youth Services has received notice of its funding allocation for the 2024 Enhancement Grant from the Department of Children and Families. Most of the funding in the upcoming years support paying a licensed clinician to assist the Department when it has more complex trauma and emotional cases. Funds will also go towards after-school programming, partner programs with the Recreation Department and Epoch Arts as well as continuing the popular mental health hikes and other youth-positive events.

- Youth Services is developing a community service program that will be funded using the Department's Restorative Justice Grant. The community service program will be for juvenile offender who are in the Juvenile Review Board process and will provide youth an opportunity to give back to the community while strengthening a sense of accountability. The Department will be working with other Town Departments and local organizations for the service opportunities.
  
- The new Prevention Coordinator, Brooke Clavet, will start with the Town on Monday, August 7.

**Town Manager/Other**

- The U.S. Army Corps of Engineers, Lower Connecticut River Valley Council of Governments and Connecticut Agricultural Experiment Station will conduct a research and demonstration project to understand and better control the invasive aquatic plant hydrilla. Beginning August 7, a bright red dye will be placed in the CT River at several locations to study water flow with studies continuing through September 15 on weekdays. The nearest location to East Hampton for dye will be the Portland Boat Works. More information is available on the US Army Corps of Engineers site and in the Public Notice attached to this Report.

DC

cc: Management Staff

# Fiscal Year 2023 ARPA Report East Hampton, CT

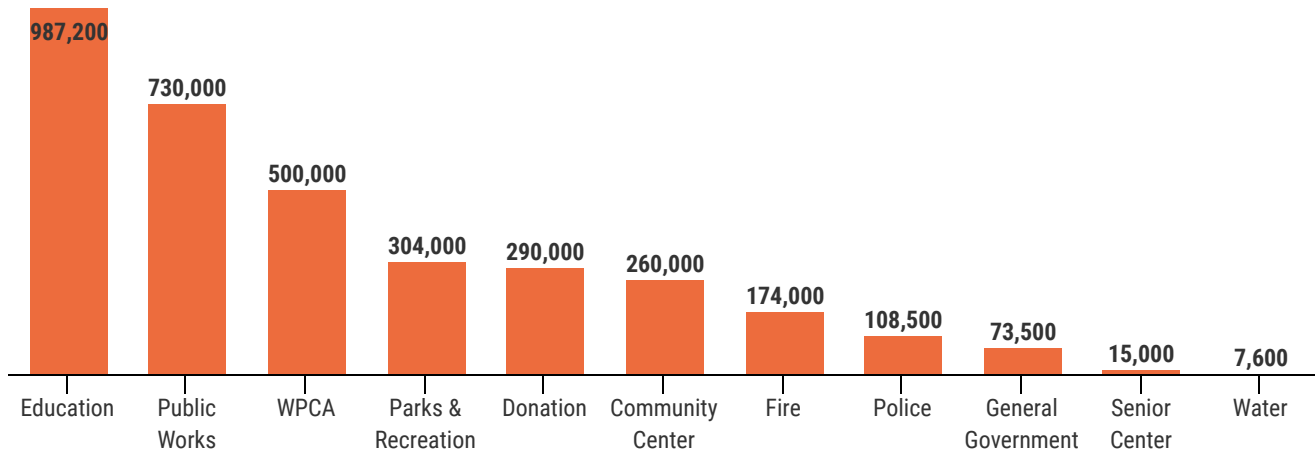


AWARD AMOUNT

**\$3,788,168**

FUNDS COMMITTED

**\$3,449,800**

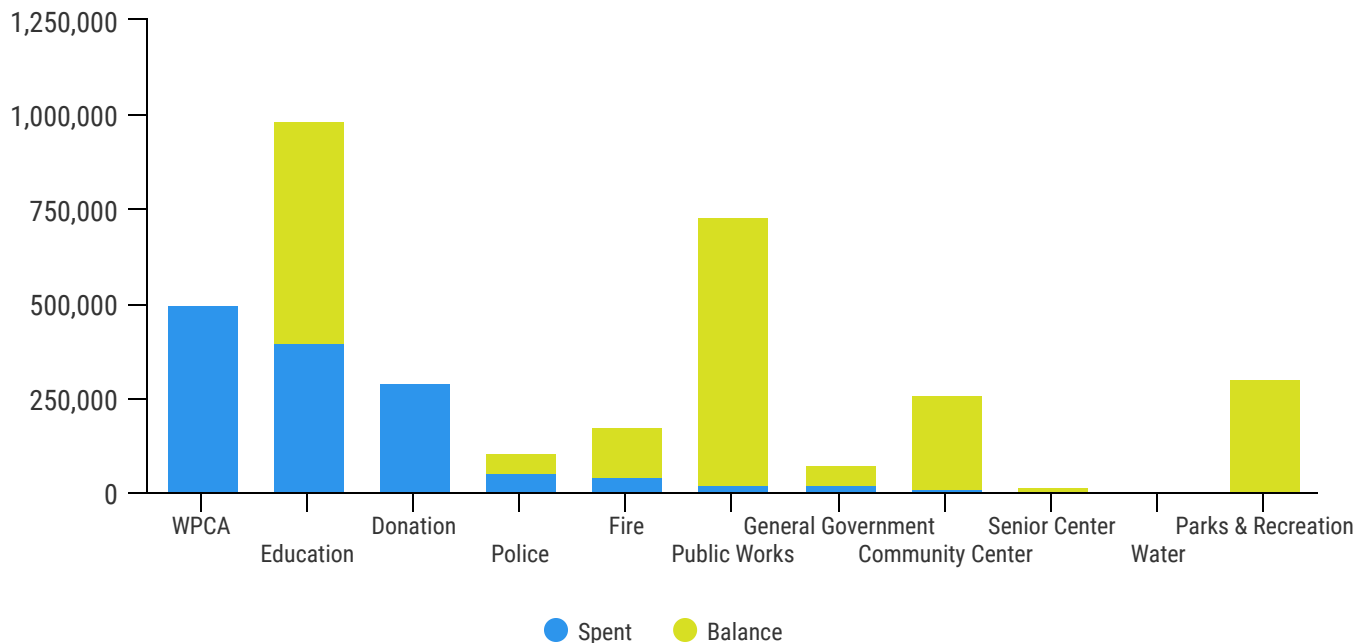


SPENT THROUGH JUNE 30, 2023

**\$1,337,403**

BALANCE OF COMMITTED FUNDS TO BE SPENT

**\$2,112,397**



# July 2023

## Monthly Report

### At a glance:

*This section contains a brief summary of the most important information.*

- On Tuesday, August 1 the Library hosted a performer named Jason Tardy in partnership with the local Parks and Recreation Summer Camp. The event took place at Sears Park and Mr. Tardy's high energy juggling and comedy show was enjoyed by 150 spectators of all ages.

### Strategic Plan Actions Update

*This section contains information about new programs, services, collections, or initiatives directly relating to the Strategic Plan.*

- The Library of Things has acquired a second Stand-Up Paddleboard for circulation, which was generously funded by the Friends of Lake Pocotopaug. (*Accessible & Inclusive*), (*Responsible & Sustainable*)
- The Library has eight new chairs in the Local History Room. (*Welcoming & Vibrant*)
- Library Spirit Days have soared in popularity this summer, regularly having almost 100 participants, who each receive an extra Summer Reading raffle ticket for coming dressed up in that week's theme. (*Welcoming & Vibrant*)

### Department Reports

#### Administration:

*This section contains general updates and news about Library administration.*

- The Library's two new Public Service Associates began work this month, bringing the Library back to a more recent staffing level.
- The town's revised budget passed at the Budget Referendum held on July 12.
- The Friends of the Library held their monthly meeting on 7/10, during which they discussed the success of their June book sale and new fundraising opportunities.
- The Library Advisory Board held its monthly meeting. Christine Cachuela gave an update on library operations and on Connecticut Senate Bill 2, which was signed into law and will create new grant opportunities for the Library. Mr. Cox gave an update on the hiring process for the open Director position, which is in its final stages.

#### Children's Department:

*This section contains general updates and news about the Children's Department.*

- The department is collaborating with Belltown Discovery Center this summer to offer a special Summer Reading program for the children in their daycare program. The program allows the children to participate through the childcare center without having to come in to the Library.

- Grades K-5 programming remains strong this summer, with popular events including new installments in the STEMtastic series, a DIY stuffed animal storytime, and our ongoing graphic novel book club.
- The StoryWalk® at Seamster Park was updated with a new book, *One-Dog Canoe* by Mary Casanova.

### Adult / Young Adult Department:

*This section contains general updates and news about the Adult / Young Adult Department.*

- The Podcasters in Person series continued with a visit by the duo behind the 1056 Podcast, a podcast about craft beer in CT. The series concluded with a visit by Matthew Dicks, his second appearance at the Library.
- The expansion of Home Delivery is underway, with registration forms and information sheets distributed to residents of Chatham Acres and Bellwood.
- There were 80 participants in the ‘Send a Postcard’ passive program.

### Circulation and Technical Services Department:

*This section contains general updates and news about the Circulation and Technical Services Department.*

- The Circulation and Technical Services Department has been busy processing additional book orders this month, thanks to donations from the East Hampton Lion’s Club and the Friends of Lake Pocotopaug.
- Mr. Bolton continues to work with the furniture supplier and the town’s Facilities Department to schedule the delivery and installation of the new circulation desk.
- Items in our Library of Things collection boasted 32 check outs in their first full month of circulation.

## Strategic Plan Indicators of Success

### Circulation

**Borrowers** (*Accessible and Inclusive*)

	<b>+/- Last Month</b>	<b>July Borrowers</b>	<b>June Borrowers</b>	<b>May Borrowers</b>
<b>Adults</b> (borrowing physical items)	+15	1,268	1,253	1,107
<b>Children</b> (borrowing physical items)	+18	379	361	235
<b>Corporate</b> (borrowing physical items)	+2	13	11	14



Staff (borrowing physical items)	-1	17	18	17
<b>SUBTOTAL</b>		<b>1,677</b>	<b>1,643</b>	<b>1373</b>
Overdrive	0	225	225	215
Hoopla	+4	240	236	211
<b>SUBTOTAL</b>		<b>465</b>	<b>461</b>	<b>426</b>
<b>TOTAL</b>	<b>+38</b>	2,142	2,104	1799

### Borrowing *(Welcoming and Vibrant, Informative and Collaborative)*

	2023	2023	2023	2022	2021	2020
	July	June	May	July	July	July
Adult Collection	3241	3280	3058	3,573	3,889	2,241
Children's Collection	4070	4068	2833	4,161	5,083	1,968
Young Adult	592	613	432	522	417	148
<b>SUBTOTAL</b>	7903	7,967	6323	8,256	9,389	4,537
eBooks – Overdrive	983	1,070	1073	1,206	1,073	752
eBooks - Hoopla	617	661	652	643	575	469
eBooks – RB Digital*	0*	0*	0*	0*	0*	0*
<b>SUBTOTAL</b>	1,600	1,731	1725	1,849	1,648	1,428
<b>TOTAL</b>	<b>9,503</b>	<b>9,698</b>	<b>7842</b>	<b>10,105</b>	<b>11,037</b>	<b>5,965</b>

\*RB Digital was discontinued.

### Visits

#### Door Counter *(Welcoming and Vibrant)*

July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
5,019											

### Programs and Partners

#### Events, Workshops, Programs and Outreach *(Accessible and Inclusive)*

	Onsite Programs			Participants		
	July	June	May	July	June	May
Adult	5	6	5	35	74	32
Children's	17	10	19	327	242	354
Young Adult	4	2	6	24	5	26
Intergenerational	0	2	0	0	592	0
<b>SUBTOTAL</b>	<b>26</b>	<b>20</b>	<b>30</b>	<b>386</b>	<b>913</b>	<b>412</b>

<i>Self-Directed Activities</i>				<i>Participants</i>		
Adult	2	1	1	57	20	16
Children's	4	5	7	283	313	342
Young Adult	3	1	1	23	7	2
Intergenerational	3	1	1	257	50	186
<b>SUBTOTAL</b>	<b>12</b>	<b>8</b>	<b>10</b>	<b>620</b>	<b>390</b>	<b>546</b>
<i>Offsite Programs</i>				<i>Attendance</i>		
Adult	0	0	0	0	0	0
Children's	5	4	6	95	340	573
Young Adult	0	2	3	0	530	276
Intergenerational	0	1	0	0	47	0
<b>SUBTOTAL</b>	<b>5</b>	<b>6</b>	<b>9</b>	<b>95</b>	<b>917</b>	<b>849</b>
<b>TOTAL</b>	<b>43</b>	<b>34</b>	<b>49</b>	<b>1101</b>	<b>2220</b>	<b>1807</b>

## Promotion

### Website (*Welcoming and Vibrant*)

	+/- last month	July	June	May
Users	-240	1875	2115	1458
Sessions	-568	3142	3710	2609
Page Views	-963	4734	5697	3899
Events Calendar	-1182	1137	2319	886

**5 Most Popular Pages:** Library Homepage, Hours & Contact Info, Library Staff, Museum Passes, Children's Programs & Events.

### Social Media (*Welcoming and Vibrant*)

	+/- last month	July	June	May
<b>Facebook</b>				
Reactions/Comments/Shares	-203	3311	3514	182
Page Reach	+1119	4662	3543	2693
New Followers	+6	23	17	17
<b>Instagram</b>				
Reactions/Comments/Shares/Views	+1018	5369	4351	1010
Page Reach	+620	1154	534	464
New Followers	+5	22	17	15

## Donations and Fundraising

### Donations (*Ready for the Future*)

Friends of Lake Pocotopaug	\$120 in children's books about lake conservation and a Stand-Up Paddleboard for the Library of Things
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# PUBLIC NOTICE

**In Reply Refer to:** Keith Hannon  
**Email:** CTRiver-Hydrilla@usace.army.mil  
**Office:** USACE New England District  
 Navigation, Coastal & Environmental Planning Section  
**Date:** 31-July-2023

## PUBLIC NOTICE USACE CONNECTICUT RIVER HYDRILLA RESEARCH AND DEMONSTRATION PROJECT WATER EXCHANGE DYNAMICS STUDY

Interested parties, stakeholders, and abutters are hereby notified that the U.S. Army Corps of Engineers (USACE), New England District, in partnership with the Lower Connecticut (CT) River Valley Council of Governments (RiverCOG) & the CT Agricultural Experiment Station (CAES), is conducting a research and demonstration project to better understand and control the invasive aquatic plant hydrilla (*hydrilla verticillata*) that is currently spreading throughout the lower CT River and its tributaries. To control and eradicate hydrilla, the U.S. Army Corps of Engineers (USACE) New England District and the Engineer Research and Development Center (ERDC) plan to treat a subset of the seven identified sites during summer 2024 (Figure 1). Ahead of this work, USACE and ERDC will be applying Rhodamine WT (RWT) tracer dye to four sites to better understand their water exchange dynamics thus informing the development of individual herbicide treatment plans for control of the hydrilla at each site.

RWT dye is a fluorescent, xanthene dye that has been used for water tracing since at least the mid-20th century to quantify time of travel in dynamic waters. This dye has no significant effects on aquatic organisms and has been proven to be safe to use for these studies with ERDC previously using this dye method to understand the water dynamics for other projects. Dye will be applied to the sites during various environmental conditions using different application techniques at 10 parts per billion concentrations. The concentrations of the dye in the water will be collected using fluorometry equipment at certain intervals following initial dye treatment at sampling points within and just outside of the sites. There will be impacts to the color of the water at the sites and surrounding areas as the dye is bright red in color, but these are expected to be minimal and short term as the dye will dilute and dissipate with the flow and tides of the river.

The proposed RWT dye study sites are provided in the table below:

**Table 1. RWT Dye Study Locations**

Primary Site Locations	Town	Alternate Site Locations	Town
Keeney Cove	Glastonbury, CT	Deep River	Deep River, CT
Chapman Pond	East Haddam, CT	Mattabesset River	Middletown, CT
Chester Boat Basin	Chester, CT	Portland Boat Works	Portland, CT
Selden Cove	Lyme, CT	-	-

The dye will be applied to the waters of these sites starting Aug 7, 2023, through September 15, 2023, with an alternate end date of September 22, 2023. Work will be occurring Monday-Friday. The schedule is subject to change and will be updated and posted to the USACE project website:

<https://www.nae.usace.army.mil/Missions/Projects-Topics/Connecticut-River-Hydrilla/>.

Check the website to view any changes to the schedule.

**Table 2. Dye study schedule**

<b>Site Location</b>	<b>Schedule</b>				
<b>Keeney Cove</b>	<b>Mon Aug 7</b>	<b>Tues Aug 8</b>	<b>Wed Aug 9</b>	<b>Thur Aug 10</b>	<b>Fri Aug 11</b>
	Prep day	Treatment day	Sample day	Sample day	Sample day
<b>Chapman Pond &amp; Chester Boat Basin</b>	<b>Mon Aug 14</b>	<b>Tues Aug 15</b>	<b>Wed Aug 16</b>	<b>Thur Aug 17</b>	<b>Fri Aug 18</b>
	Prep day	Treatment day	Sample day	Sample day	Sample day
<b>Alternate Site if Needed</b>	<b>Mon Aug 21</b>	<b>Tues Aug 22</b>	<b>Wed Aug 23</b>	<b>Thur Aug 24</b>	<b>Fri Aug 25</b>
	TBD	TBD	TBD	TBD	TBD
<b>Selden Cove</b>	<b>Mon Aug 28</b>	<b>Tues Aug 29</b>	<b>Wed Aug 30</b>	<b>Thur Aug 31</b>	<b>Fri Sep 1</b>
	Prep day	Treatment day	Sample day	Sample day	Sample day
<b>Keeney Cove</b>	<b>Mon Sept 4</b>	<b>Tues Sept 5</b>	<b>Wed Sept 6</b>	<b>Thur Sept 7</b>	<b>Fri Sept 8</b>
	Prep day	Treatment day	Sample day	Sample day	Sample day
<b>Chapman Pond &amp; Chester Boat Basin</b>	<b>Mon Sept 11</b>	<b>Tues Sept 12</b>	<b>Wed Sept 13</b>	<b>Thur Sept 14</b>	<b>Fri Sept 15</b>
	Prep day	Treatment day	Sample day	Sample day	Sample day
<b>Alternate Site if Needed</b>	<b>Mon Sept 18</b>	<b>Tues Sept 19</b>	<b>Wed Sept 20</b>	<b>Thur Sept 21</b>	<b>Fri Sept 22</b>
	TBD	TBD	TBD	TBD	TBD

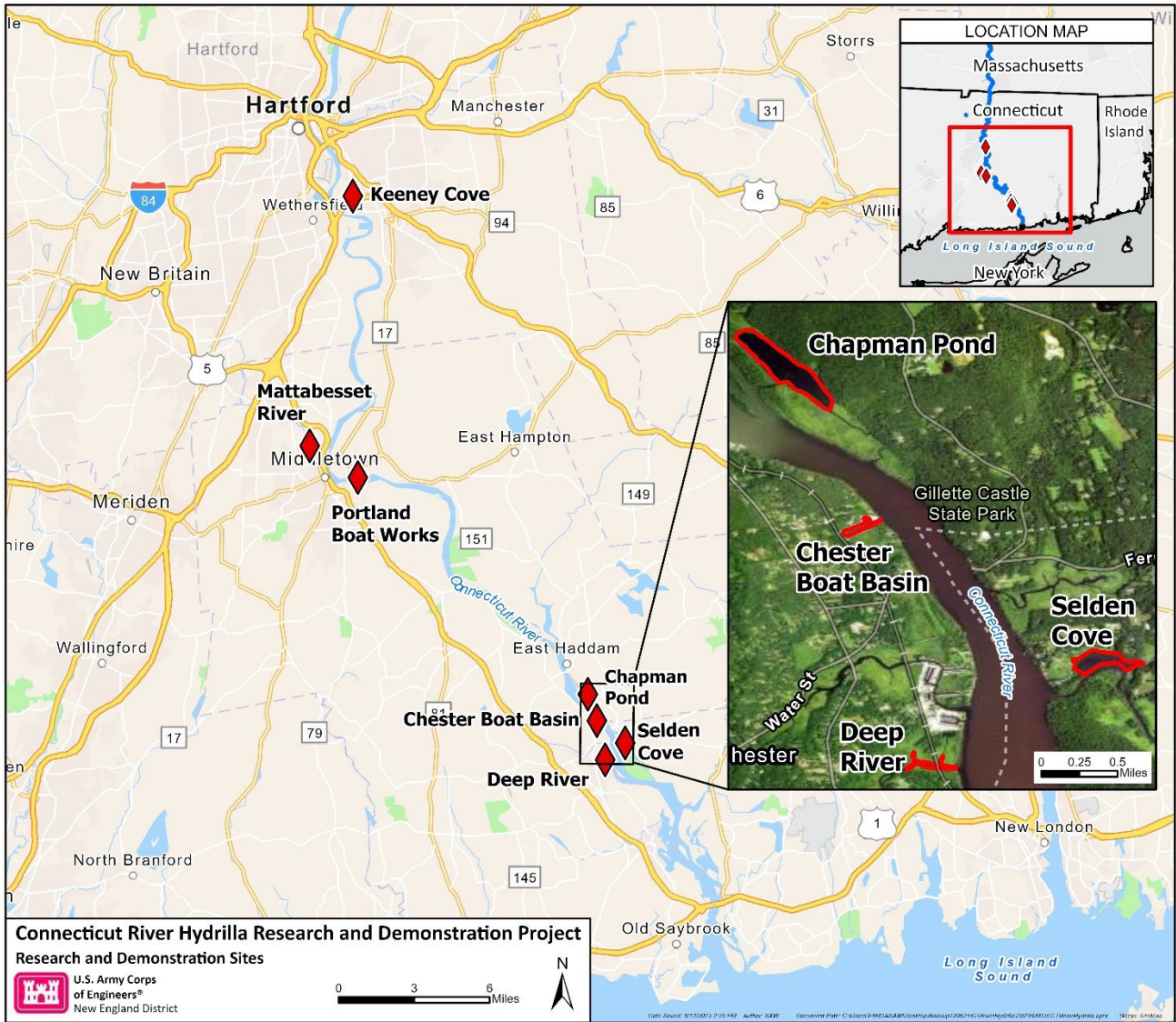


Figure 1. Demonstration sites for research and demonstration project.

To request more information about the dye study, contact: Keith Hannon, Project Manager, New England District, U.S. Army Corps of Engineers, 696 Virginia Road, Concord, MA 01742, (978) 318-8833, CTRiver-Hydrilla@usace.army.mil.





August 8, 2023

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are eighteen (18) refunds totaling \$10,293.41.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

- 811.82 ☒
- 917.00 ☒
- 472.30 ☒
- 50.74 ☒
- 121.50 ☒
- 409.65 ☒
- 1,320.72 ☒
- 176.26 ☒
- 102.15 ☒
- 559.00 ☒
- 10.55 ☒
- 965.72 ☒
- 21.10 ☒
- 39.12 ☒
- 3,043.67 ☒
- 22.72 ☒
- 823.19 ☒
- 426.20 ☒

018

10,293.41 ☒

Office of the TOWN MANAGER

**DAVID E. COX**

dcox@easthamptonct.gov



July 31, 2023

**TOWN COUNCIL**

Mark Phillhower  
*Chairperson*

Tim Feegel  
*Vice Chairperson*

James Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

Ms. Valerie Votto, Board Chair  
Ms. Sarah Bird, Executive Director  
Middlesex Habitat for Humanity of Connecticut  
34 Shunpike Road  
Cromwell CT 06416

Dear Ms. Votto and Ms. Bird,

On behalf of the Town of East Hampton, its Town Council and its staff, thank you for the Certificate of Appreciation you gave to Council member Reich at the home dedication held on Saturday at the East Hampton Library. I am sorry I was not there to accept it directly.

I am especially thrilled that you found staff in the Building and Land Use Department helpful during the planning and construction of the house on Lake Drive. Town Staff take pride in providing high quality and customer-friendly service to everyone and especially to those working to better their situation and to those that are working on behalf of these residents. I will forward the positive comments that you made on Saturday to the staff in these offices and will present them with the Certificate of Appreciation as an expression of your thanks.

Congratulations on completion of the house. I know it takes years of planning and execution to construct a new home for a family. Thank you to you, your Board of Directors, your staff and your team for all the work done for our neighbors here in Connecticut and East Hampton.

Sincerely,

David E. Cox  
Town Manager

cc: Town Council



# CERTIFICATE OF APPRECIATION

*This Certificate of Appreciation is awarded this day  
July 29, 2023*

to

**Town of East Hampton**

*In recognition of your generous support for the Lake Drive | East Hampton Build.  
Thank you for helping make home ownership a reality for the Krystal Rivera.*

**You Helped Build It!**



Sarah J Bird  
Executive Director



Middlesex  
**Habitat**  
for Humanity®  
of Connecticut, Inc.



Valerie Ann Votto  
Chair



## **BOARD AND COMMISSION SUMMARY JULY 2023**

### **Arts & Culture Commission**

No meeting

### **Board of Finance**

The Board of Finance met for their Regular Meeting on July 19. The FY2024 Real Estate and Personal Property Mill Rate (36.06) was adopted. Deb Cunningham was also introduced as the Board of Finance member to serve on the Ambulance Association Board.

### **Brownfields Redevelopment Agency**

The Brownfields Redevelopment Agency met on July 24. The members received an update from the Town Manager. The members reviewed, discussed, and approved of the proposed changes to the EHBRA by-laws section by section. There were updates and discussions on the EPA grant. The members discussed the grant work plan and the RFP/ RFQ process. The members and town staff will be drafting and revising an RFP/ RFQ to be approved and submitted by the September meeting. There was brief discussion of the CT DECD grant for the 3 Walnut dam. Mr. Baldassario was nominated and voted to be the chairman for the agency. A special election will be held at next month's meeting for Vice Chairman. The members held initial discussions on forming a sub-committee for community outreach.

### **Clean Energy Task Force**

No meeting

### **Commission on Aging**

The Commission on Aging met on July 13. Ms. Ewing reported she is continuing to pursue grants to improve health and socialization in older adults, transportation and facility improvement at the Senior Center. Dr. Rosenberg presented an implementation plan for UR Community Cares and East Hampton Community Cares.

### **Conservation-Lake Commission**

The Conservation-Lake Commission met on July 13. Glenn Wattlely and Scott Smith joined the meeting via Zoom to present to the commission members about their products. The members reviewed and discussed two plan reviews. One for a boat launch removal and the other for a change to section 8.2 of the Zoning Regulations for non-conforming lots in the R-1 zone. The members approved of the regulation change and gave advice and suggestions for the boat launch removal. The members received an update from the communication and liaison report. There was some discussion on the sub-committee report of education and the Lake Smart Program, the RFQ process for the new limnologist, and the MetaFloc and BioBlast treatments for the lake.

### **Design Review Board**

No meeting

### **Economic Development Commission**

The Economic Development Commission met on July 18. The members received updates from the Town Manager. The members discussed the new business of the month process and August nomination, business spotlight process and August nomination, ongoing EDC projects, and the progress of the town survey. The members briefly discussed and approved of changing the meeting time to 5:30 P.M. going forward.

## **Ethics Commission**

No meeting

## **Fire Commission**

The Fire Commission met on July 10. The members welcomed a new member to the commission, Mr. William Abbott. Mr. Abbott introduced himself to the members and gave a brief background. The members approved of the cost of \$3,000 to paint the standpipes of the dry hydrants and \$18,000 of ARPA funds to purchase a Lucas Device. The members received updates on the dry hydrants, the Walnut Avenue water source problem, FEMA grant, and the new firehouse search committee. The members also briefly discussed the raise to the stipend and getting the topic onto the Town Council's agenda.

## **Inland Wetlands Watercourses Agency**

The Inland Wetlands Watercourses Agency met on July 26.

### **Continued Applications**

- A. Application IW-23-014: Princess Pocotopaug Association, Wangonk Trail, remove boat ramp to construct seawall and sidewalk along Lake Pocotopaug. Map 09A/ Block 70C/ Lot 44. Dean Kavalkovich made a motion to approve the application using the standard short form permit with an additional condition that the recommendations from the Conservation Lake Commission regarding the installation of a buffer area and an increase in the height of the wall be implemented to block water from flowing directly into the lake be incorporated into the plans and approved by Town Staff for the reason that the current ramp is a safety issue and the project provides recreational value without further incursion into the lake. Derek Johnson seconded the motion. Vote: 5-0

### **New Applications**

- A. Application IW-23-016: Matthew Pegolo, 292 West High St., Construct a single-family home within Upland Review Area. Map 06/ Block 6/ Lot 3B. Dean Kavalkovich made a motion to continue the application to the next regularly scheduled meeting of August 30, 2023. Pete Wall seconded the motion. Vote: 5-0
- B. Application IW-23-017: Flanders Road Estates, LLC, Flanders Road, Fifteen (15) Lot Subdivision with 46,400 square feet of disturbance in the Upland Review Area, (Home Acres Estates), Map 26/ Block 87/ Lot 6. Dave Boule made a motion to continue the application to the next regularly scheduled meeting of August 30, 2023. Derek Johnson seconded the motion. Vote: 5-0

## **Joint Facilities**

The Colchester- East Hampton Joint Facilities met on July 18. The Connecticut Clean Water Fund (CWF) form for funding assistance was forwarded to AECOM for completion. The replacement parts for the septage receiving station have all been ordered. Estimated arrival is one week (temporary parts) to 6 months. Ben Gilmore - Superintendent has submitted his resignation, his last day will be Friday July 28.

## **Library Advisory Board**

The Library Advisory Board met on July 10. Two new Public Service Associates have been hired. Mr. Cox reported he is in the final stage of the interview process for the vacant Library Director position and a decision will be made soon. The Friends of the Library raised \$1,200 with their book sale. CT SB 2 was signed into law and the library is awaiting further instruction from the CT State Library on how the process for designation and appropriation of funds will work.

### **Middle Haddam Historic District Commission**

The Middle Haddam Historic District Commission met on July 27. The members took a moment to say a few words of appreciation for Regina Starolis as a member and a friend. The members discussed and reviewed one application under public hearing for 34 Long Hill Road to replace 21 windows that match the existing grille pattern. The homeowner and a representative from Anderson attended the meeting to present to the members. The application was approved. There was a brief update on Judy Keefe's fence and there was a brief discussion of unapproved work done in the district. An aboveground pool with no permit or approval from the commission went in at 46 Middle Haddam Road, work on easement land on 33 High Point was brought to the town's attention, a homeowner at 72 Middle Haddam Road wants to replace the cedar clapboards on the garage, and there was some discussion and updates on a few neighboring properties to the members present. A new clerk should be nominated and voted on at next month's meeting.

### **Parks & Recreation Advisory Board**

No meeting

### **Planning & Zoning Commission**

The Planning & Zoning Commission met on July 5.

Public Hearing

- A. PZC-23-011: Edgewater Hill, 10 Edgewater Circle, Text Amendment regarding water requirement in MUDD zone per Sec. 6.4.D.3.d.3, Map 10A/ Block 85/ Lot 5B. Ray Zatorski made a motion to approve the text change (emphasized below) as follows: "All uses in the MUDD shall be served by public water and municipal sewer facilities; provided, however, that not more than 14 single family dwellings units on individual lots within the MUDD shall be relieved of the obligation to interconnect to a public water supply in the event that a waiver of such interconnection has been granted by the State of Connecticut Department of Public Health and a well permit for each such lot has been issued by the Chatham Health District." Angelus Tammaro seconded the motion. Vote: 6-0-1 (Gauthier)
- B. PZC-23-012: Michael Bakaj, 37 South Main Street, a 22-lot (33 units) HOD subdivision in existing HOD Zone, Map 20 Block 51/ Lot 27 Ray Zatorski made a motion to continue the Public Hearing to the next regularly scheduled meeting of August 2, 2023. Jim Sennett seconded the motion. Vote: 7-0 Ray Zatorski made a motion to continue the application to the next regularly scheduled meeting of August 2, 2023. Jim Sennett seconded the motion. Vote: 7-0
- C. PZC-23-013: M&J Bus, Inc., 9 Young Street, Special Permit to allow school bus storage per Sec. 5.3.C.6, Map 20/ Block 33/ Lot 7A. Ray Zatorski made a motion to approve the application with the following conditions: 1. Town Staff must be notified prior to improvements being made to the property; 2. Gravel and/or process gravel is to be in place prior to any parking of school buses or vehicles on the site; 3. Any improvements made to the access road must be to the satisfaction of Town Staff; 4. All applicable State and local regulations must be adhered to. Jim Sennett seconded the motion. Vote: 7-0
- D. Text Amendment Regarding Required Setbacks on Non-Conforming Lots in the R-1 Zone: Section 8.2 of the East Hampton Zoning Regulations Ray Zatorski made a motion to continue the Public Hearing to the next regularly scheduled meeting of August 2, 2023. Angelus Tammaro seconded the motions. Vote: 7-0

### **Water Pollution Control Authority**

No meeting

### **Zoning Board of Appeals**

No meeting



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

8/2/2023

Jeffery Jylkka  
Finance Director  
Town of East Hampton, Connecticut

Dear Jeffery:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services