#### **MEMORANDUM**

TO:

**Town Council** 

FROM:

David E. Cox, Town Manager

DATE:

October 4, 2019

SUBJECT:

Agenda Information – 10/8/2019

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 me prior to the Council meeting with any questions or concerns. Often, these conversations can help staff and me be prepared for the Council meeting and be ready to facilitate a more productive and efficient meeting for everyone.

#### 6 Bids and Contracts

Bid Award for Soil Remediation – The Brownfields Redevelopment Agency (Agency) sought and received bids for additional clean up at the 13 Watrous Street property owned by the Town. Of the four bids received, SumCo Eco-Contracting, LLC of Peabody, MA has provided the lowest proposal. The Agency has met with the contractor to review the proposal and the project to ensure a common understanding and has recommended approval of the contract in the Lump Sum amount of \$252,000 for the removal of approximately 290 cubic yards of contaminated soil and restoration of the site including installation of an asphalt parking lot. This project is being funded by a State Small Town Economic Assistance Program (STEAP) grant of which the remaining balance is approximately \$264,000. It is anticipated that these funds will be exhausted during this project with expenses related to any additional soil remediation that may be necessary based on testing and any professional oversight costs. The Agency has recommended approval of the contract.

**Action:** The Town Council is asked to approve award of the contract to SumCo Eco-Contracting, LLC of Peabody, MA in the Lump Sum amount of \$252,000.

#### 9 New Business

9a Approval of Police Department General Order 5.5 Family Violence – The packet includes the updated version of the policy related to Family Violence (Domestic Violence) as mandated by the State. In accordance with the process, the entire policy is replaced annually or whenever the State Police Officer Standards and Training Council (POST) updates the policy.

**Action:** Town Council is asked to review and approve updated General Order 5.5 regarding Family Violence.

**9b** Consideration of the Board of Education Administrator's Contract – In accordance with State Statutes, the collective bargaining agreement between the Board of Education and the East Hampton

Town Council - Agenda Information — 10/8/2019 October 4, 2019 Page 2

Administrator's Association is submitted for consideration by the Town Council. The agreement, which expires June 30, 2020, has been reviewed and approved by the Board of Education and has been ratified by the Association membership. In accordance with State Law, the contract has been submitted to the Town Council and is binding unless rejected by the Council within 30 days. As in the past, the Council is asked to confirm its intention by either approving or rejecting the agreement. The Council may also choose to take no action, which will cause the agreement to be binding upon expiration of the 30 day period.

**9c** Future Use of 94 Main Street (Board of Education building) – Superintendent of Schools Paul Smith will present information on a potential use of this building after the Board of Education staff has moved to the new Town Hall building next year. The Council is asked to receive the presentation and consider any feedback it may wish to give. No definitive action is requested at this time.

#### 10. Appointments

- **10a. Council Appointments** The Town Council nominating committee is meeting with potential appointees prior to the Town Council meeting and anticipates presenting nominations for the Planning and Zoning Commission.
- **Town Manager Appointments** In accordance with the Town Code, I have reappointed William DeMore to the Brownfields Redevelopment Agency for a term ending June 30, 2024. The Code requires that the Town Council approve this appointment.

As an additional note, appointments are being made to the Conservation Lake Commission and, perhaps other bodies. Those will be announced at the meeting on Tuesday.

11. Town Manager Report – Distributed under separate cover.

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

AGENDA ITEM# 4a

#### TOWN OF EAST HAMPTON TOWN COUNCIL MEETING TUESDAY October 8, 2019 6:30PM

## <u>East Hampton Municipal Building</u> <u>Quarterly Update – October 8, 2019</u>

Prepared by C&E Enterprise, LLC.

#### 1. Schedule Update:

- We currently continue to run right on schedule.
- Substantial Completion expected around 3/9/2020

#### 2. Current Financials:

- Please see the attached report with invoices through 9/30/19
- The members of the Building Committee along with Jeff Jylkka and I will be continuing to closely watch the project and all associated expenses throughout the remainder of the construction process.
- We are also continuing to monitor all change orders by pushing back when items do not make sense or do not appear to be the responsibility of town.

#### 3. Project Progress to Date:

- The building is completely roughed in with all of the mechanicals.
- Sheetrock is currently being done on the interior walls.
- The sally port ramp has been poured and the glycol system has been installed on the ramp as well.
- The brick veneer has been completed and is now being cleaned.
- Windows are installed and the vestibule glass will be installed in the middle of this month.
- The Town Clerks Vault is completed and the dry system for the fire suppression is being wrapped up.

- Fire Suppression for the remainder of the building is about 90% complete.
- The purchase order for the Crown Castle installation and relocation of fiber has been submitted and received by Crown.
- Comcast is also bringing in a fiber line and they have just come out to do their site survey.
- The binder course for the paving is to be done in about two weeks with top coat to follow.
- All sidewalks are being poured as well.
- The Building Committee continues to meet bi-weekly to review the project and make any decisions requiring action.
- The Building Committee has also toured the building and members continue to check on progress weekly.

#### 4. Architect Update re: Design Progress

- The architect continues to work on all submittal reviews and respond to all RFI's. They also continue to review the costs / credits associated with any proposed change orders.
- They are doing weekly meetings and on-site walk throughs of the building. In addition, the mechanical engineers are also in attendance to ensure this portion of the project is being handled properly.
- They are working with the state to ensure that the Town Clerk's vault is meeting all of their requirements and will be obtaining necessary sign offs.
- We are in the process of finalizing all of the furnishings for the building and will be placing the order shortly for all of this as well.

#### **IMPORTANT DATES**

Substantial Completion – Expected around 3/9/2020



#### Sirois, Cathy

Subject:

FW: Val Greco Wall of Honor for New Town Hall Green

Attachments:

WallofHonor Concepts Val Greco.pdf

Subject: Val Greco Wall of Honor for New Town Hall Green

Dear Melissa.

Thank you so much for speaking with me today about my Wall of Honor concept for the new Town Hall green.

A special way to honor all those citizens of our town who have been honored by civic organizations through the years and into our future. I feel that the civic groups are the best judges on "Service Above Self" thats what our town is all about, those individuals that make a difference in our town with their whole body and soul. Also this Wall of Honor will work as a beautiful backdrop for outdoor events on the green with a podium placed in front and citizens can gather around for outdoor presentations, public events and announcements a backdrop for the press photos etc.

I am putting a Honor Committee together and rules to follow to determine the names to be sand blasted onto the Wall of Honor year after year.

An example on how the Honor Committee will base the list of names each year: Lions Humanitarian of the Year, Village Lyons Citizens of the Year, Rotarian of the Year, Mason's of the Year, Knights of Columbus Saint Michael award as well as the first responders fire, police and EMT Star of Life and Chef Awards.

I have also asked Sandy Doran and Ted Turner to put a list of the historical names that they feel the committee should start with to honor those men and women in our town history.

I hope to have rough estimates from the Memorial Company on the black granite, sand blasting and installation costs, for Phase I and Phase II & III seen in this 3 page pdf concepts attached as a base to start our presentation to the Town Council on Tuesday Oct 8th. I will also have a rough list from each of the civic groups, first responders and historian to base the amount of names to be sand blasting for the initial installation estimate.

I look forward to working with you and meeting the Town Council on Oct 8th,

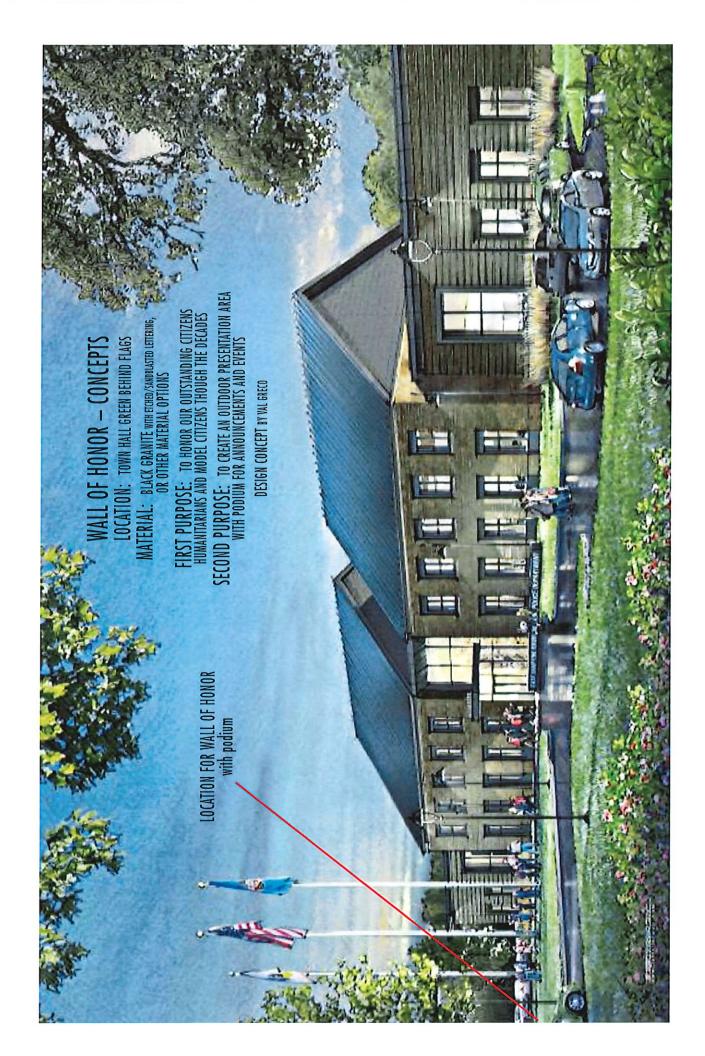
#### Val Greco

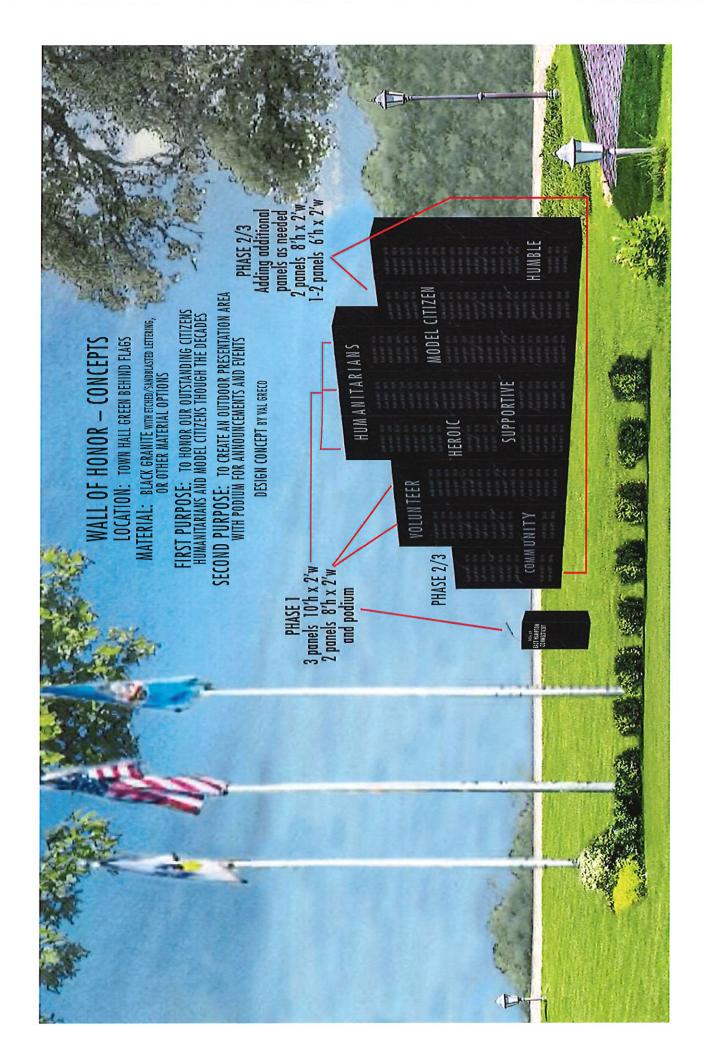
Graphic Designer Photoshop Specialist valgreco@comcast.net 860.614.9145

#### **Greco Design**

42 Young Street East Hampton, CT 06424

This electronic message is a public record as defined by the Connecticut Freedom of Information Act Section 1-200(5). A copy of this message and any reply will be retained by the Town of East Hampton and will be accessible to the public unless exempted by law.





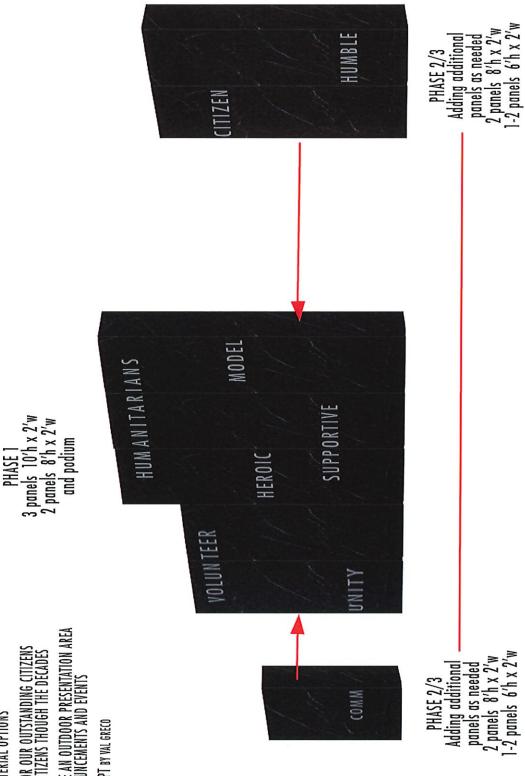
# WALL OF HONOR — CONCEPTS

LOCATION: TOWN HALL GREEN BEHIND FLAGS

FIRST PURPOSE: TO HONOR OUR OUTSTANDING CITIZENS HUMANITARIANS AND MODEL CITIZENS THOUGH THE DECADES MATERIAL: BLACK GRANITE WITH ETCHED/SANDBLASTED LETTERING, OR OTHER MATERIAL OPTIONS

SECOND PURPOSE: TO CREATE AN OUTDOOR PRESENTATION AREA WITH PODIUM FOR ANNOUNCEMENTS AND EVENTS

DESIGN CONCEPT BY VAL GRECO





#### **MEMORANDUM**

TO:

David Cox, Town Manager

FROM:

Brownfields Redevelopment Agency

DATE:

October 3, 2019

RE:

Recommendation to Accept a Bid for Soil Remediation at 13 Watrous Street

The Brownfields Redevelopment Agency (the "Agency") issued a request for proposals ("RFP") in August for soil remediation at 13 Watrous Street. In response to the RFP the agency received four (4) bid proposals in September. Pursuant to the RFP, the Agency reviewed the proposals and has selected a potential successful bidder.

The lowest base bid, submitted by SumCo Eco-Contracting LLC ("SumCo"), is \$252,000. The Agency reviewed the entire bid including the unit adjustment for additional work that may be charged if additional soil remediation beyond what is contemplated in the base bid is needed. The Agency anticipates that there may be some additional work necessary and expects that the final cost of the project will exceed the base bid. The Agency is aware that the amount of the base bid and anticipated additional work may exceed the amount available from the DECD STEAP Grant (the "Grant").

The Agency respectfully recommends that the Town accept SumCo's bid and use the funds remaining from the Grant. While there will likely be some additional cost, if the Town were not to act it would essentially forfeit the remaining Grant funds which would make future remediation more expensive. Further, not exhausting the Grant funds currently available will make it more difficult to obtain grant funds from similar sources for similar purposes in the future.

The environmental condition of the site at 13 Watrous Street is a hinderance to productive redevelopment of the site and surrounding properties. Remediation of the site makes it more marketable for development and will have a positive impact on the East Hampton Village Center.

Respectfully Submitted,

The East Hampton Brownfields Redevelopment Agency

Kelly Kerrigan, Chair William DeMore, Vice Chair Scott Bristol Brian Corvo Kay Wilson Soil Remediation 13 Watrous Street - Bid Opening (Bid not awarded at this time) Thursday, September 19, 2019 at noon Jeff Jylkka, Finance Director & Cathy Sirois, Executive Assistant

SumCo \$252,000

Stamford Wrecking \$292,345

ACV Enviro \$336,318

Envirotrac \$418,000

#### **BID PROPOSAL FORM**

SumCo Eco-Contracting, LLC 2 Centennial Drive - Suite 4D, Peabody, MA 01960

#### 7. BIDDER'S QUALIFICATIONS:

- Evidence of Bidder's qualification to do business in the State of Connecticut as well as copies of all required professional licenses.
  - See attached State of Connecticut Department of Revenue Services Status Letter
- · A list of present commitments or obligations that may delay the work.
  - All current work will be wrapping up within the next few weeks
- A list of the major tasks to be completed on the job as well as who will be performing each task (i.e. Bidder's company or a subcontractor). If a subcontractor will be utilized, please identify their name.
  - See attached Preliminary Construction Schedule
- A list of relevant project experience demonstrating ability to complete job within the time required and within the established budget.
  - See table attachment titled 'INSTRUCTIONS TO BIDDERS 7. BIDDER QUALIFICATIONS'

#### **BID PROPOSAL**

#### PROJECT IDENTIFICATION:

13 Watrous Street Soil Remediation

#### THIS BID IS SUBMITTED TO:

Office of the Town Manager
East Hampton Town Hall
20 East High Street
East Hampton, Connecticut 06424
Attention: Town Manager

The Undersigned Bidder proposes and agrees, if this Bid(s) is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price(s) and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid securities. This Bid(s) will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid(s), Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

No. 1- September 5, 2019

No. 2- September 12, 2019

- 2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- 4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations,

tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- 5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- 6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- 9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

#### CONTRACT LUMP SUM - ENTIRE PROJECT

Bidder	will complete the Work in accordance with the Contrac	t Documents	for the	following
price:	Two hundred and fifty-two thousand dollars			
Dollars	(in words)			

\$ 252,000.00

(in numbers)

#### UNIT ADJUSTMENTS

Additional soil remediation work beyond that which is depicted on the Contract Drawings may be required depending on initial confirmation sampling results. If such additional Work were to be required and ordered by the Owner, the prices shown below (for items complete, in-place and ready for service) will be used to adjust the Contract Price by Change Order:

ITEM	UNIT FOR ADJUSTMENT	ADJUSTMENT PRICE PER UNIT
<ol> <li>Additional Clearing &amp; Grubbing, Controlled Materials Excavation Stockpiling, and Disposal, including backfilling as per Contract Documents</li> </ol>		\$ 1,500.00 (in numbers)
Additional Confirmation or Characterization Samples	Each (EA)	\$1,770.00 (in numbers)
3. Additional Surface Restoration with Bituminous Concrete as per Contract Drawings Detail	Square Yard (SY)	\$_100.00 (in numbers)
4. Additional Surface Restoration with ¾" Crushed stone as per Contract Drawings Detail	Square Yard (SY)	\$196.00 (in numbers)
5. Additional Surface Restoration with Topsoil & Turf as per Contract Drawings Detail	Square Yard (SY)	\$ 196.00 (in numbers)

Adjustment prices are subject to acceptance by Owner, and rejection of one or more unit adjustment prices will not invalidate acceptance of this Bid.

- 10. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 11. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
- 12. The following documents are attached to and made a part of this Bid:

Required Bid Securities in the form of \_\_\_\_\_\_\_ 5% Bid Bond

13. Communications concerning this Bid shall be addressed to the address of Bidder below.

Anchor Engineering Services, Inc.

14. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMIT"	TED on: September 19, 2019		<b>_</b> 2019.	
By: Ric	hard Sumner	_ Title: _	Manager	
Bidder:	SumCo Eco-Contracting, LLC			
Address:	2 Centennial Drive - Suite 4D			
	Peabody, MA 01960			
	SEAL – if Bid is by a Corporation			

BP - 4

## NON-COLLUSION AFFIDAVIT OF BIDDER

## NON-COLLUSION AFFIDAVIT OF BIDDER

State of:	
	) SS: Peabody
County of	Essex
Ric	chard Sumner ; being first duly sworn, deposes and says that:
1.)	He is the owner, partner, officer, representative or agent of the Bidder that has submitted the attached Bid(s):
2.)	He is fully informed regarding the preparation and contents of the attached Bid(s) and of all pertinent circumstances regarding such Bid(s):
3.)	Such Bid(s) is genuine and is not a collusive or sham Bid(s):
4.)	Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid(s) in connection with the Contract for which the attached Bid(s) has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid(s) or of any Bidder, or to fix any overhead, profit or cost element of the Bid(s) price or the Bid(s) price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Town of East Hampton or any person interested in the proposed Contract.
5.)	The price quoted in the attached Bid(s) is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.
Signed: _	Richard Sumner
Title: _	Manager
Subscribed	d and sworn before me this 19th day of September , 2019.
Notary Pu	ablic: Mobile Archambault Michelle Archambault
My Comm	nission expires May 27th, 2022

## CHRO FORM

#### COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

#### INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's <code>Illgood</code> faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

#### 1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

<u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

#### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

#### PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Sumco Eco-Contracting, LLC 2 Centennial Drive - Suite 4D Peabody, MA 01960 Richard Sumner, Manager	Bidder Federal Employer Identification Number 26-0135998 Or Social Security Number
Major Business Act (brief description) Ecological	ivity Restoration - Heavy Site/Civil	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes NoBidder is a minority business enterprise Yes No (If yes, check ownership category) Black Hispanic Asian American_ American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female
Bidder Parent Comp	oany N/A	- Bidder is certified as above by State of CT Yes No_
Other Locations in (	Ct. N/A	DAS Certified

#### PART II - Bidder Nondiscrimination Policies and Procedures

Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?  Yes No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?  Yes No	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?  Yes No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?	9. Does your company have a mandatory retirement age for all employees?  Yes No  **The property of the pr
YesNo	
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?  Yes No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors?  Yes No_NA_
5. Do you notify the Ct. State Employment Service of all employment openings with your company?  Yes No No No No	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor?  YesNoNA
6. Does your company have a collective bargaining agreement with workers?  YesNo  6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? YesNo	12. Does your company have a written affirmative action Plan? Yes No
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?  Yes No	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No

1. Will the work of this contract include subcontractors or suppliers? Yes No\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

- -US Ecology
- -Charter Oak- (CT DAS Asian Woman Owned Small/Minority Business Enterprise)
- -SRS National Trucking
- -B&W Paving & Landscaping, LLC

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ Nov

PART IV - Bidder Employment Information Date: September 19, 2019

<u>PART IV - Bidder I</u>	employment	Informa	tion		Dat	e: seb	tember	19, 2018	,	1	
JOB CATEGORY *	OVERALL TOTALS		'HITE f Hispanic n)		ACK Hispanic in)	HISPA	ANIC	ASIAN ISLAN	or PACIFIC DER		AN INDIAN or N NATIVE
		Male	Female	Male	Femate	Male	Female	Male	Female	male	female
Management	15	15			1						
Business & Financial Ops	1	1									
Marketing & Sales	1	1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	8		6				2				
Bldg/ Grounds Cleaning:Maintenance											
Construction & Extraction	50	33	4	3		10					
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	74	50	10	3		10	2				
Total One Year Ago	53	45	8	0		0	0				
	FORM	IAL ON THE	JOB TRAINEES	(ENTER FIGU	JRES FOR THE S.	AME CATE	GORIES AS	ARE SHOWN	(ABOVE)		
Apprentices	0										
Trainees	0										

<sup>\*</sup>NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder H	iring a	nd Rec	ruitment Practio	es		(Page 5)
Which of the following (Check yes or no, and re			are used by you?		any of the below listed ats that you use as alification	Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			We post job listings in multiple ways to try and attract different demographics. Internal promotion provided by are based on merit.
State Employment Service		<b>V</b>		<b>V</b>	Work Experience	
Private Employment Agencies	<b>V</b>		10%		Ability to Speak or Write English	
Schools and Colleges	$\checkmark$		5%		Written Tests	
Newspaper Advertisement	_	<b>/</b>		<b>/</b>	High School Diploma	
Walk Ins	<b>V</b>		5%		College Degree	×-
Present Employees	$\checkmark$		30%		Union Membership	
Labor Organizations		<b>V</b>		<b>V</b>	Personal Recommendation	
Minority/Community Organizations		<b>V</b>			Height or Weight	
Others (please identify)	$\checkmark$			<b>/</b>	Car Ownership	
			25%		Arrest Record	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

25%

(Signature) Richard Sumne	(Title) Manager	(Date Signed) 9/19/2019	(Telephone) 978.744.1515
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Wage Garnishments

#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)

SumCo Eco-Contracting, LLC 2 Centennial Drive, Suite 4D Peabody, MA 01960

(Name, legal status and address) East Hampton, CT 06424

**BOND AMOUNT:** FIVE PERCENT OF THE AMOUNT BID (5%)

#### OWNER:

Town of East Hampton 20 East High Street

#### PROJECT:

(Name, location or address, and Project number, if any) 13 Watrous Street PCB Soil Remediation Project

Project Number, if any:

Location: 13 Watrous Street in East Hampton, Connecticut

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

SURETY:

(Name, legal status and principal place of business)

**NGM Insurance Company** 

P.O. BOX 16000

4601Touchton Rd East Ste 3400

Jacksonville, FL 32245-6000

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this

19th

day of

September,

2019

SumCo Eco-Contracting, LLC (Seal) (Principal) Richard Summer, manager NGM Insurance Company (Surety) (Seal) (Title) Danielle M. Wilga, Attorney-In-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Thomas P Durkin, Danielle M Wilga ------

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

#### 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

13- 12-XX

Bruce R Fox Vice President, General Counsel and Secretary

State of Florida, County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

2016.

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

the day of September, 2019.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited. TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



# STATE OF CONNECTICUT DEPARTMENT OF REVENUE SERVICES

09/18/2019

SUMCO ECO CONTRACTING LLC 2 CENTENNIAL DR STE 4D

PEABODY, MA 01960-7919

CT Tax Registration #: 57500142000

#### **Status Letter**

To Whom It May Concern,

Based on the information currently available, the State of Connecticut, Department of Revenue Services (DRS) records indicate that the entity listed above has filed all of its tax returns and paid all taxes that were reported due.

This status letter is valid until: 10/18/2019

In providing this letter, DRS is **not** making any representations that it has conducted an audit examination or otherwise concluded that the information reported on the tax return(s) is correct. In the future, DRS may determine that additional tax returns were required or, to the extent allowed by law, make an assessment against the taxpayer and its successors or assigns.

This is not a Tax Clearance Certificate under Connecticut General Statutes §§12-294, 12-424, 12-546, or 12-707.

Sincerely, Department of Revenue Services

DRS-033 (New 07/16)

Task Name   The 1919/19   The 1919/19   The 1919/19	Takk Name				AL MAN OF		East Hampton, CI	
Stays   The 9/19/19   Wed 9/15/19   Wed 10/15/19   SumCo Eco-Contracting   Lday   Wed 10/15/19   Wed 10/15/19   SumCo Eco-Contracting   Lday   Wed 10/15/19   Wed 10/15/19   SumCo Eco-Contracting   Lday   Wed 10/15/19   The 10/15/19   Wed 10/15/	5 days Thu 9/19/19 Wed 9/25/19 8 days Wed 10/2/19 Fri 10/11/19 1 day Wed 10/2/19 Fri 10/11/19 1 day Wed 10/9/19 Mon 10/14/19 SumCo Eco-Contracting 1 day Mon 10/14/19 Mon 10/14/19 SumCo Eco-Contracting 3 days Mon 10/15/19 Fri 10/18/19 SumCo Eco-Contracting 2 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting 3 days Mon 10/25/19 Fri 10/25/19 SumCo Eco-Contracting 4 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting 5 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting 6 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting 7 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting 8 days Mon 10/28/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 9 days Thu 10/29/19 Fri 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Gharter Oak (LEP) 1 day Tue 10/29/19 Tue 10/29/19 Gharter Oak (LEP) 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/2	Ω	Task Name	Duration	Start	Finish	Responsible Party	11, 2019 September 21, 2019 October 1, 2019 October 11, 2019 October 21, 2019 16 18 20 22 24 26 28 30 2 4 6 8 10 12 14 16 18 20 22 24 26 28
Notice of Award	4 days The 9/24/13 in the 10/1/13 and 10/1/13 in the 9/24/13 in the 10/1/13 in the 10/1/13 in the 10/1/13 in the 10/1/13 in the 10/1/13/13 in the 10/13/13 in the 10	-	Bid Opening	5 days	Thu 9/19/19	Wed 9/25/19		The state of the control of the cont
Notice to Proceed & Submittal Review	8 days Wed 10/2/19 SunnCe Eco-Contracting 1 day Mon 10/2/19 SunnCe Eco-Contracting 2 days Wed 10/2/19 Fig. 10/2/19 SunnCe Eco-Contracting 2 days Mon 10/2/19 Wed 10/2/19 SunnCe Eco-Contracting US Ecolegy Thu 10/2/2/19 Wed 10/2/19 SunnCe Eco-Contracting US Ecolegy Mon 10/2/19 Fig. 10/2/2/19 SunnCe Eco-Contracting 1 day Tue 10/2/2/19 Tue 10/2/2/19 SunnCe Eco-Contracting Contracting 1 day Tue 10/2/2/19 Tue 10/2/2/19 Gharter Calk (LEP)	2	Notice of Award	4 days	Thu 9/26/19	Tue 10/1/19		
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Install Erosion Controls and Site Security Measures	1 day Tue 10/15/19 Tue 10/15/19 SumCo Eco-Contracting 3 days Wed 10/15/19 SumCo Eco-Contracting 2 days Wed 10/15/19 SumCo Eco-Contracting US Ecology 2 days Thu 10/24/19 Fit 10/25/19 SumCo Eco-Contracting US Ecology 2 days Thu 10/24/19 Fit 10/25/19 SumCo Eco-Contracting US Ecology 1 day Mon 10/28/19 Mon 10/28/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting Charter Oak (LEP) 1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tu	2	Mobilization	1 day	Mon 10/14/19		SumCo Eco-Contracting	<b>J</b>
Excavate PCB Remediation Wastes & Stockpile Onsite 3 days Wed 10/16/19 Fri 10/18/19 Collect Confirmatory Samples and Submit for Analysis 3 days Mon 10/21/19 Wed 10/23/19 Manage Excavated Solis (Transport, Labeling & Disposal) 2 days Thu 10/24/19 Fri 10/25/19 Site Restoration Area with Clean Soil (Loam & Seed) 2 days Thu 10/24/19 Fri 10/25/19 Blackfill Excavation Area with Clean Soil (Loam & Seed) 1 day Mon 10/28/19 Mon 10/28/19 Blituminous Concrete) 1 day Mon 10/28/19 Mon 10/28/19 Blituminous Concrete) 1 day True 10/23/19 Fri 10/25/19 Blituminous Concrete) 1 day True 10/23/19 True 10/28/19 Mon 10/28/19 Blituminous Concrete) 1 day True 10/23/19 True 10/23/19 Transportation & Disposal 1 day Mon 10/28/19 Mon 10/28/19 Blituminous Concrete) 1 day True 10/23/19 True 10/23/19 True 10/23/19 Transportation & Disposal 1 day Mon 10/28/19 Mon 10/28/19 Blituminous Concrete) 1 day True 10/23/19 True	3 days Wes 10/16/19 fri 10/18/19 SumCo Eco-Contracting 3 days Mon 10/21/19 West 10/25/19 SumCo Eco-Contracting US Ecology 2 days Thu 10/24/19 Fri 10/25/19 SumCo Eco-Contracting US Ecology 1 day Mon 10/28/19 Mon 10/28/19 SumCo Eco-Contracting 1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting Charter Oak (LEP)  Charter Oak (LEP)	9	Install Erosion Controls and Site Security Measures	1 day	Tue 10/15/19	430	SumCo Eco-Contracting	<b>₩</b>
Collect Confirmatory Samples and Submit for Analysis 3 days Mon 10/21/19 Wed 10/23/19  Manage Excavated Soils (Transport, Labeling & Disposal) 2 days Thu 10/24/19 Fri 10/25/19  Backfill Excavation Area with Clean Soil (Loam & Seed) 2 days Thu 10/24/19 Fri 10/25/19  Backfill Excavation Area with Clean Soil (Loam & Seed) 1 day Mon 10/28/19 Mon 10/28/19  Bit Restoration (Including Installation of Processed Aggregate and 1 day Mon 10/28/19 Mon 10/28/19  Bit Restoration (Including Installation of Processed Aggregate and 1 day Tue 10/29/19 Tue 10/29/19  Transportation & Disposal  US Ecology (https://www.usecology.com/)  Transportation & Disposal  US Ecology (https://www.usecology.com/)  Transportation & Disposal  US Ecology (https://www.sranational.com)  Sackfill & Loam Supplier:  StS National Trucking (https://www.sranational.com/)  Backfill & Loam Supplier:  StR National Trucking (https://www.sranational.com/)  Site Restoration:  BaW Paving & Landscaping, LLC (http://bandwpaving.com/)  To Foster Road, Waterford, CT 0638S  Kevin Pope 860-572-9942 Ext 303	2 days Non 10/22/19 Wed 10/23/19 Charler Ook (LEP) 2 days Thu 10/24/19 Fit 10/25/19 Supplied by SRS  1 days Thu 10/24/19 Fit 10/28/19 B&w Paving  1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting  Charter Oak (LEP)  Charter Oak (LEP)  1 day 1 1 day Tue 10/29/19 Tue 10/29/19 SumCo Eco-Contracting  Charter Oak (LEP)	7	Excavate PCB Remediation Wastes & Stockpile Onsite	3 days	Wed 10/16/19		SumCo Eco-Contracting	
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Backfill Excavation Area with Clean Soil (Loam & Seed)	2 days Thu 10/24/19 Fri 10/25/19 Supplied by SRS  nd 1 day Mon 10/28/19 ReW Paving  1 day Tue 10/29/19 Tue 10/29/19 Charter Oak (LEP)  Charter Oak (LEP)	6	Manage Excavated Soils (Transport, Labeling & Disposal)	2 days	Thu 10/24/19	Fri 10/25/19	SumCo Eco-Contracting/ US Ecology	•
Site Restoration (Including Installation of Processed Aggregate and 1 day Mon 10/28/19 Bituminous Concrete) Demobilization Project Close-Out and Remediation Report Transportation & Disposal US Ecology (Intps://www.usecology.com/) 17440 College Parkway, Suite 300, Livonia, MI 48152 Huge DelRosso 860-993-7518 CT Licensed Environmental Professional (IEP) Charter Oak (Http://charteroak.net/) 33 Ledgebrook Drive, Mansfield, Connecticut 06250 Kimberly Ewalt 860-423-2670 Kimberly Ewalt 860-423-2670 Sins National Trucking (https://www.srsnational.com) 199 Lazy Lane, Southington, CT 06489 Don Perrotti 860-628-9993 Site Restoration: B&W Paving & Landscaping, LLC (http://bandwpaving.com/) 70 Foster Road, Waterford, CT 06385 Kevin Pope 880-572-9942 Ext 303	1 day	10	Backfill Excavation Area with Clean Soil (Loam & Seed)	2 days	Thu 10/24/19	Fri 10/25/19	Supplied by SRS	•
Demobilization Project Close-Out and Remediation Report  Transportation & Disposal US Ecology (https://www.usecology.com/) 17440 College Parkway, Suite 300, Livonia, MI 48152 Huge DelRosso 860-993-7518 CT Licensed Environmental Professional (LEP) Charter Oak (http://charteroak.net/) 33 Ledgebrook Drive, Mansfield, Connecticut 06250 Kimberly Ewalt 860-423-2670 SRS National Trucking (https://www.srsnational.com) 199 Lazy Lane, Southington, CT 06489 Don Perrotti 860-628-9993 Site Restoration:  8&W Paving & Landscaping, LLC (http://bandwpaving.com/) 70 Foster Road, Waterford, CT 06385 Kevin Pope 860-572-9942 Ext 303	1 day Tue 10/29/19 Tue 10/29/19 SunCo Eco-Contracting Charter Oak (LEP)  Charter Oak (LEP)	1	Site Restoration (Including Installation of Processed Aggregate and	1 day	Mon 10/28/19		B&W Paving	<b>,</b> 1
Project Close-Out and Remediation Report  Transportation & Disposal  US Ecology (https://www.usecology.com/) 17440 College Parkway, Suite 300, Livonia, MI 48152  Huge DelRosso 860-993-7518  CT Licensed Environmental Professional (LEP) Charter Oak (http://charteroak.net/) 33 Ledgebrook Drive, Mansfield, Connecticut 06250  Kimberly Ewalt 860-423-2670  Kimberly Ewalt 860-423-2670  Backfill & Loam Supplier: SRS National Trucking (https://www.srnational.com) 199 Lazy Lane, Southington, CT 06489  Don Perrotti 860-628-9993  Site Restoration:  B&W Paving & Landscaping, LLC (http://bandwpaving.com/) 70 Foster Road, Waterford, CT 06385  Kevin Pope 860-572-9942 Ext 303	Charter Oak (LEP)	12	Demobilization	1 day	Tue 10/29/19	Tue 10/29/19	SumCo Eco-Contracting	<b>*</b>
Transportation & Disposal  US Ecology (https://www.usecology.com/) 17440 College Parkway, Suite 300, Livonia, MI 48152 Huge DelRosso 860-993-7518  CT Licensed Environmental Professional (LEP) Charter Oak (http://charteroak.net/) 33 Ledgebrook Drive, Mansfield, Connecticut 06250 Kimberly Ewalt 860-423-2670 Kimberly Ewalt 860-423-2670 Sin National Trucking (https://www.srnational.com) 199 Lazy Lane, Southlington, CT 06489 Don Perrotti 860-628-9993 Site Restoration:  B&W Paving & Landscaping, LLC (http://bandwpaving.com/) 70 Foster Road, Waterford, CT 06385 Kevin Pope 860-572-9942 Ext 303	101	13	Project Close-Out and Remediation Report				Charter Oak (LEP)	
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	101	17	Transportation & Disposal					
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	10f1	20	Huge DelRosso 860-993-7518					
	10f1	21						
		22	CT Licensed Environmental Professional (LEP)					
	101	23	Charter Oak (http://charteroak.net/)					
	10f1	24	33 Ledgebrook Drive, Mansfield, Connecticut 06250					
	10f1	25	Kimberly Ewalt 860-423-2670					
	10f1	56						
	10f1	27	Backfill & Loam Supplier:					
	10f1	28	SRS National Trucking (https://www.srsnational.com)					
	10f1	82	199 Lazy Lane, Southington, CT 06489					
	10f1	30	Don Perrotti 860-628-9993					
	10f1	31						
	10f1	32	Site Restoration:					
	10f1	33	B&W Paving & Landscaping, LLC (http://bandwpaving.com/)					
	10f1	34	70 Foster Road, Waterford, CT 06385					
	10f1	35	Kevin Pope 860-572-9942 Ext 303					
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		13 V	/atrous Street Prelim Project Schedule & Subcontractors 20190919				1 of 1	3

13 Warrous Street Soil Remediation, East Hampton, CT
INSTRUCTION TO BIDDERS, 7, BIDDERS GLALFICATIONS
As In order of the property of the prope

Project	Location	Owner	Owner Contact	Original	Change Order 1	Change Order 2 F		Project Details
Total section of the Comment of Section 1	Doctor MA			Control value				
	Doston, MA		Don Kuppico (BPDA)	5688,850.00		,	2688,850.00	Excavated and disposed of:
at 339 Northern Ave		Corporation of Boston	617-918-6223					3,200 tons of Non-TSCA PCB impacted soils
			aoriain: u paricoga goasio de la companya de la com			***************************************		T/5 tons of Petroleum impacted soils
Upper and Lower Sawyer Mill Dover, NH	Dover, NH	Sawyer's Mill Associates, Inc.	Richard Stewart	\$520,822.00		-	\$520,822.00	Excavated and disposed of:
Dam Removal			Gomez and Sullivan Engineers					<ul> <li>800 tons of Non-TSCA PCB impacted soils</li> </ul>
			rstewart@gomezandsullivan.com					
	Pittsfield, MA	City of Pittsfield	James McGrath	\$1,291,475.00	,	,	In-Progress	<ul> <li>Expected to remove 1,625 tons of PCB impacted soils for</li> </ul>
Deomolition and West Branch			City of Pittsfield			~	(Will not impact work	disposal at a Subtitle D landfill
Housatonic River Revitalization			413-499-9344				to be conducted at 13	
Ì			jmcgrath@cityofpittsfield.org				Watrous Street)	
	Milford, NH	Private Client	Mike Dacey, LSP	\$1,515,000.00	-	-	\$1,515,000.00	Excavated and disposed of:
(Project Managed by Nathan White	Addition		Geolnsight, Inc.					<ul> <li>2,800 tons of more than 50 ppm TSCA PCB Impacted soils</li> </ul>
wnie at strategic Environmental Services)			603-314-0820 medaces/@seolar com					<ul> <li>1,600 tons of less than 50 ppm TSCA PCB impacted soils</li> </ul>
Private Client	Portsmouth NH	Private Clent	Mike Darey   Sp	\$75,000,00		,	575 000 00	Exercised and dispused of
f by Nathan White						•		
while at Strategic Environmental			503-314-0820		mental Auron			• 400 נסוז כו ופא נחצוו בס ממש הסת-ו אליא ותומים במיוא •
Services)			mfdacev@geoinc.com					
New Bedford Housing	New Bedford, MA	New Bedford Housing Authority	Dan Vareika	\$1,800,000.00		3	\$1,800,000.00	Excavated and disposed of:
Authority Asbestos Abatement			Vareika Construction					• 9.800 tons of Ashestos impacted soils
(Project Managed by Nathan White			508-326-4890					Full level C PPE required
while at Strategic Environmental			Dan@vareika.com					All decontamination and health and safety similar to
Services)							•••	working with PCBs
The Former	Terryville, CT	Town of Plymouth, CT	Amy Vaillancourt, LEP	\$417,736.00	\$52,000.00		\$555,737.86	Excavated and disposed of:
Mayfair Garage			Tighe & Bond		COL to cover the cost of CO2 to cover the cost of	CD2 to cover the cost of		<ul> <li>4,000 tons of Gasoline impacted soils</li> </ul>
			860-704-4769			additional Soli		<ul> <li>400 tons of Heavy Metal soils</li> </ul>
HEENNICOO			AlVallancourt@tigheBond.com			transportation and		
	-				disposal of additional of	disposal of additional		
						treating of ground		
						water, backfill of		
					excavation at the request of the owner.	excavation at the request of the owner.		
	Hamden, CT	cticut Regional Water	Michael Manolakas	\$478,000.00	1	,	\$478,000.00	<ul> <li>Excavated and stockpiled 19,000 CY to build on-site Clean</li> </ul>
Hamden Middle School, Phase		Authority (SCCRWA)	WSP Engineers					Fill Borrow Pit
=		•	203-767-0282 michael manelalor@www.com					Excavated 20,000 CY contaminated soil and consolidated
								Off-blick Capped contaminated coil Dit with clean fill previously
								stockpiled
								<ul> <li>Backfilled contaminated soil excavation area with clean</li> </ul>
	***************************************						•	Imported fill
¥								



#### 13 Watrous Street Soil Remediation East Hampton CT September 18, 2019

#### STATEMENT OF QUALIFICATIONS

SumCo Eco collaborates with public and private organizations and non-profits to remediate and restore contaminated sites, both on land and in water. Our construction project management experience supports the safe removal and proper disposal of impacted soils and sediments containing polychlorinated biphenyls (PCBs), heavy metals, petroleum, and other contaminants of concern. We self-perform our on-site remediation work, including all dewatering, excavation, soil management and site restoration, with safety always our top priority.

Our Construction Team Leads have successfully remediated a variety of sites including Superfund, brownfields, former manufactured gas plants (MGPs), industrial laundries, former gas stations, and more.

SumCo Eco consists of ten Construction Teams, each lead by skilled construction professionals. Each Team Lead brings a diverse mix of construction experience to our partner projects, augmenting our ecological construction expertise with broad traditional site, civil and environmental construction capabilities

SumCo Eco's Remediation Construction Team of Nathan White, Justin Dennison, Richard Meyer,

Don Pilkington and William Simpson have been working together on environmental remediation projects since 2013 (see Figure 1: Construction Team Organizational Structure). Meghan Clifford joined the Team in 2018 as a Senior Project Coordinator. Ms. Clifford's PCB remediation experience includes

- Three years on General Electric's Hudson River PCB Sediment Remediation Project in various roles, including logistics, health and safety, crew management, and material intake coordination.
- Project Engineer for the dredging general contractor on the Fox River PCB Remediation in Green Bay, Wisconsin in 2017, where 5.4 million cubic yards of PCB contaminated sediment has been removed to date.
- Project Engineer on the PCB Sediment removal project on the Mystic River for the Encore casino development in Everett, MA in 2018.

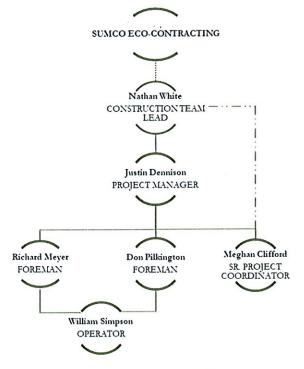


Figure 1: Construction Team Organizational Structure

This Team has successfully executed large scale projects involving the excavation, on-site management, and transportation and disposal of PCB impacted soils. The team exhibits excellent management and teamworking skills, showcases proven track record of success, and the strives to meet the highest level of professionalism.

#### PROJECT EXPERIENCE

#### Environmental Remediation at 339 Northern Ave Boston MA

Boston Planning & Development Agency

In April 2019, SumCo was contracted by the Economic Development and Industrial Corporation of Boston d/b/a Boston Planning and Development Agency for the environmental remediation work conducted within the Raymond L. Flynn Marine Park. The scope of work consisted of:

- Removal, transporting and disposal of Polychlorinated Biphenyl Impacted Soils (PCBs);
- Removal, transporting and disposal of Petroleum Impacted Soils;
- Slab excavation, transporting and recycling of clean concrete;
- Clearing/grubbing and creating a temp parking area using crushed stone;
- · Securing site with fencing and gates;
- Installation and maintenance of sediment/erosion controls;
- Installation of a dewatering treatment system and decontamination pad;
- Abatement, removal and disposal of smokestack; and
- Backfill of excavated areas with clean fill.

SumCo excavated and disposed of 3,200 tons of Non-TSCA, PCB Impacted soils from 339 Northern Ave, and 175 tons of Petroleum Impacted soils. The impacted soils were transported by truck to disposal facilities in New Hampshire and Vermont. (ESMI of NH – A Clean Earth Company, and Casella's Waste USA Landfill in Coventry, respectively).

The site was in a heavily trafficked commercial area with increased pedestrian activity due to Boston's Black Falcon Cruise Terminal. SumCo worked closely with the existing tenants to allow the tenants to utilize the site during excavation activities as to not interrupt business operations. SumCo divided the work site into phases to be able to safely secure the work area and allow concurrent commercial operations.

## Upper and Lower Sawyer Mill Dam Removal Dover, NH

Sawyer's Mill Associates, Inc.

The project consisted of the partial removal of the Upper and Lower Sawyer Mill Dams on the Bellamy River in Dover, New Hampshire to responsibly decommission aging infrastructure while restoring fish passage, improving water quality, restoring instream and riparian habitat connectivity, and enhancing riverine functions (e.g., sediment and organic matter transport).

SumCo removed the full vertical height (12 and 11 feet for the Upper and Lower Dams, respectively) of the structures (i.e., to bedrock or below). The approximately 67 and 64-foot-wide primary spillways of the Upper and Lower Dams (respectively), were comprised of masonry with concrete caps and an unknown interior composition.

The project involved the removal and off-site management of approximately 800 CY of PCB impacted sediment from between the Upper and Lower bridge. Sediment was excavated and placed

into an on-site basin for dewatered prior to transport for disposal at Turnkey Landfill Management Facility (Waste Management) in Rochester, New Hampshire.

## Tel-Electric Pond Dam Removal; West Branch Housatonic River Revitalization Project, Pittsfield, MA

City of Pittsfield, MA

SumCo was contracted by the City of Pittsfield and the Massachusetts Division of Ecological Restoration to complete the Tel-Electric Pond Dam Removal and West Branch Housatonic River restoration project. The Scope of work consists of:

- Removal of the Tel-Electric dam (aka Mill Street dam) and appurtenances;
- Sediment removal from the former impoundment;
- Clearing and grubbing of the dam embankments;
- · Removal and resetting of chain link fence on Eversource property;
- Protection of surrounding infrastructure;
- Protection of any utility present and water main;
- Backfilling and Grading;
- Construction of a new stream channel;
- Restoration of site; and,
- Reconstruction of a floodplain shelf.

SumCo expects to remove 1,625 tons of impacted soils for disposal at a Subtitle D landfill.

# Remediation of the Former Mayfair Garage Terryville, CT

Town of Plymouth, CT

SumCo was contracted by the Town of Plymouth to remove and dispose of four underground storage tanks, concrete slabs, two hydraulic lifts, and excavation and disposal of contaminated soils at the Former Mayfair Garage in Terryville, Connecticut.

Upon excavation, four additional tanks were discovered, removed and disposed of. SumCo excavated and disposed of 4,000 tons of gasoline impacted soils, and over 400 tons of heavy metal impacted soils. 25,000 gallons of gasoline impacted water was treated on-site and discharge.

#### PROJECT EXPERIENCE - NATHAN WHITE

Under previous employment, Nathan White successful managed remediation projects where the contaminants of concern included PCBs at TSCA and Non-TSCA levels, PAHs, Heavy Metals, Asbestos VOCs and sVOCs.

With over fifteen years in the environmental remediation sector, Mr. White has performed all aspects of the work and is able to identify and negate potential issues before they arise. As a Team Lead, Mr. White is responsible for the procurement, execution, management, and close-out for all work under his leadership. Under previous employment, Mr. White performed as the Project Manager for the following remediation work:

#### Hitchner Manufacturing – Milford, NH

Hitchner Manufacturing 594 Elm St., Milford, NH

o 2,800 tons of more than 50 ppm TSCA

- o 1,600 tons of less than 50 ppm TSCA soil
- Private Client

177 Wentworth Road, Portsmouth, NH 03801

- o 400 tons of less than 50 ppm non-TSCA
- New Bedford Housing Authority Asbestos Abatement

128 Union Street, New Bedford, MA 02740

- o Excavated 9,800 tons of asbestos impacted soil
- o Full level C PPE required
- o All decontamination and health and safety similar to working with PCBs

#### PROJECT EXPERIENCE - LEW CONLEY & BOB JOHNSON

In addition to Mr. White's Team's experience working with PCB impacted materials, SumCo's Construction Team Leads Lew Conley and Bob Johnson have extensive experience in PCB remediation work during previous employment. Additional project information and references may be provided if they are of interest to project partners.

- Mr. Conley was the general contractor's Environmental Manager on General Electric's Hudson River PCB Sediment Remediation Project in upstate New York, a seven-year dredging project that involved the removal of 2.8 million cubic yards of PCB impacted sediment and placement of clean backfill. Mr. Conley was also the Project Executive at Cashman Marine Terminal in Elizabeth, New Jersey from 2010 to 2015. The facility was built on a Brownfield Development Area (former Bourne Chemical Site) after Mr. Conley's team successfully remediated PCB's and other contaminants from the site.
- Mr. Johnson was the Project Manager on Pegan Cove Sediment Remediation in Natick, MA.
  With a final contract value of \$2.9M, the project entailed removing approximately 3,000
  cubic yards of PCB impacted sediments from the bottom of Lake Cochituate. Mr. Johnson
  also managed three other remediation sites involving PCB-impacted soils, including work for
  National Grid in Everett, MA.

SumCo Eco is confident in our ability to safety and effectively execute the work as described in the project specifications for the Soil Remediation work to be conducted at 13 Watrous Street, East Hampton, CT. Please do not hesitate to contact me if you have any remaining questions or concerns.

Respectfully, SumCo Eco-Contracting, LLC

Nathan White, Team Lead



October 1, 2019

To:

David Cox, Town Manager

From:

Dennis Woessner, Chief of Police

Subject:

General Order approval

Attached to this memorandum is a General Order which I am submitting for approval:

General Order 5.5, Family Violence, is an existing General Order which required updating to reflect the current Connecticut Statewide Model Policy, as prescribed by the Police Officer Standards and Training Council (POSTC).





### EAST HAMPTON POLICE DEPARTMENT

# GENERAL ORDER 5.5 PATROL FUNCTIONS

SUBJECT: FAMILY VI	OLENCE	
Issue Date:	Effective Date:	Distribution: All Personnel
Amends/Rescinds GO:	1/2/2018	Review Date: 9/30/2019
Per Order of:	POSTC State Accreditation	
Dus	1.3.62	
Dennis Woessn	er, Chief of Police	· ·

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. See Attached Police Response to CRIMES OF FAMILY VIOLENCE CONNECTICUT STATEWIDE MODEL POLICY REV 12/2018

# Connecticut Statewide Model Policy

# Police Response to Crimes of Family Violence

Model Policies, Procedures and Guidelines

**Revised December 2018** 

# Police Response to Crimes of Family Violence

# Model Policies, Procedures and Guidelines

Revised: December

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#### I. FOREWORD

This document represents Connecticut's model policy for all law enforcement to follow as a minimum standard and is aimed at serving as a meaningful guide when responding to incidents of family violence. The Family Violence Prevention and Response Act (FVPRA) represents a national model of cooperation among the multiple agencies, organizations and individuals who respond to incidents of family violence. The law is very specific regarding the responsibilities of police officers in handling family violence cases.

#### II. MODEL POLICY PURPOSE

It is the policy of this agency that family violence be treated as serious, violent or potentially violent criminal behavior and, consistent with this policy, that officers fully comply with the Family Violence Prevention and Response Act to:

- Make arrest decisions in such cases in accordance with traditional probable cause standards and existing state statutes;
- Protect victims of domestic violence and provide them with relevant information regarding the availability of community services and support ("Duty to Protect"); and
- Serve as a minimum standard for all law enforcement agencies to follow with the opportunity to add enhancements which serve to reflect the needs of your particular community; and
- Promote officer safety when dealing with family violence situations.

#### III. FAMILY VIOLENCE DEFINITIONS

"Family violence": means an incident resulting in physical harm, bodily injury or assault, or an act of threatened violence that constitutes fear of imminent physical harm, bodily injury or assault, including, but not limited to, stalking or a pattern of threatening, between family or household members. Verbal abuse or argument does not constitute family violence unless there is present danger and the likelihood that physical violence will occur." CGS §46b-38a(1) (2013).

"Family violence crime" means a crime as defined in §53a-24, other than a delinquent act as defined in §46b-120, which, in addition to its other elements, contains as an element thereof an act of family violence to a family or household member. "Family violence crime" does not include acts by parents or guardians disciplining minor children unless such acts constitute abuse. CGS §46b-38a(3) (2013).

"Family or household member", as defined in CGS §46b-38a(2) means any of the following persons, regardless of the age of such person: (A) Spouses or former spouses; (B) parents or their children; (C) persons related by blood or marriage; (D) persons other than those persons described in subparagraph (C) of this subdivision presently residing together or who have resided together; (E) persons who have a child in common regardless of whether they are or have been married or have lived together at any time; and (F) persons in, or who have recently been in, a dating relationship." CGS §46b-38a(2) (2013).

"Possess" per CGS §53a-3(2), means to have physical possession or otherwise to exercise dominion or control over tangible property.

"Safety Plan." A plan developed between an advocate/counselor or a police officer and a victim that contains specific activities for a victim to be safe from an offender. Safety planning is an essential step to be completed with all adult survivors of domestic violence. It allows individualized planning for situations the survivor and children or family may encounter regardless of what the survivor decides to do about the relationship with the abuser. Age appropriate Safety Planning is also important for child survivors/witnesses of domestic violence.

"Short-Term Safety Plan." An immediate plan developed at the time of the report. A responding police officer should remain on scene and assist the victim with this plan. Some of these steps could include but are not limited to:

- · Creating a plan as to what to do next.
- Ensuring that the victim and the child(ren) have the ability to call 911.
- Ensuring that the victim can get to a safe location.
- · Calling a friend, family member or advocate for support.
- · Going to a safe place for the night.

"Long-Term Safety Plan." A long-term plan developed with an advocate which allows individualized planning for situations the survivor and children or family may encounter regardless of what the survivor decides to do about the relationship with the abuser.

"Trauma Informed Care." Pursuant to CGS §46b-38b(d) police officers and family violence intervention unit counselors must inform the victim of services available, including providing the victim with contact information for a regional family violence organization that employs, or provides referrals to, counselors who are trained in providing trauma-informed care. Existing law describes this as services directed by a thorough understanding of the neurological, biological psychological, and social effects of trauma and violence on a person. The Act adds that the services be delivered by a regional family violence organization that employs or provides referrals to counselors who:

- Make available to family violence victims resources on trauma exposure and its impact on treatment.
- 2. Engage in efforts to strengthen the resilience and protective factors of victims of family violence who are affected by and vulnerable to trauma,
- Emphasize continuity of care and collaboration among organizations that provide services to children, and
- 4. Maintain professional relationships for referrals and consultations with programs and people with expertise in trauma-informed care.

"Advocacy" means collaboratively working with, and in support of, a survivor that keeps with a survivor-centered, empowerment-based, and self-determined approach. Both in person or phone advocacy and support are provided by the program's qualified staff and volunteers to domestic violence clients.

"Family Violence Victim Advocate - FVVA" a person (A) who is employed by and under the control of a direct service supervisor of a domestic violence agency, (B) who has undergone a minimum of twenty hours of training which shall include, but not be limited to, the dynamics of domestic violence, crisis intervention, communication skills, working with diverse populations, an overview of the state criminal justice and civil family court systems and information about state and community resources for victims of domestic violence, (C) who is certified as a counselor by the domestic violence agency that provided such training, and (D) whose primary purpose is the rendering of advice, counsel and assistance to, and the advocacy of the cause of, victims of domestic violence.

"Child and Family Advocate" a person who is employed by and under the control of a direct service supervisor of a domestic violence agency whose primary role is to provide services, support and advocacy services to sheltered and non-sheltered child, adolescent and teen victims of domestic violence and their families.

"Dominant Aggressor" means the person who poses the most serious ongoing threat in a situation involving the suspected commission of a family violence crime. [CGS §46b-38a(5) as amended by PA 18-5]

#### IV. ORDERS OF PROTECTION (OOP)

"Conditions of Release Order" for family violence should be set by Law Enforcement or Bail Commissioner upon release from custody, and remains in effect until the arrested person has been presented before the Superior Court [CGS §54-63c(b)]. For Law Enforcement specifically, in addition to completing the JD-CR-146, the duty supervisor shall ensure that the conditions and restrictions are entered into NCIC as a File 20 with restrictions

"Restraining Order." A restraining order is issued by a judge of the civil court against a person who is a family or household member, usually after a hearing, but the court may issue the order immediately upon application by the victim as an "ex parte" order to remain in effect until the hearing. In the restraining order, the judge can order the abuser not to hurt or harass the victim. The judge may also order the abuser to move out of the home and order the victim to have temporary custody of the children.

"Protective Order." A protective order is issued by a *criminal court* judge and is directed against a defendant who has been arrested for a family violence crime or whenever a protective order is an appropriate remedy in a criminal case.

"Standing Criminal Protective Order" means a criminal order of protection issued by a criminal court judge at the time of an offenders sentencing. The order can remain in effect for a significant duration of time. Previously known as a Standing Criminal Restraining Order (prior to October 1, 2010) with no expiration date.

"Foreign Order of Protection" means any protection order, as defined in 18 USC 2266, a restraining or protective order issued by a court of another state, the District of Columbia, a commonwealth, territory or possession of the United States or an Indian tribe.

"Civil Protection Order" means an order of protection issued by a civil court to protect an applicant who has been the victim of stalking, sexual assault and/or sexual abuse that is not related to family or domestic violence.

NOTE: Pursuant to CGS §53a-223, no person who is listed as a protected person in any order of protection may be liable for:

- Solioiting, requesting, commanding, importuning or intentionally aiding in the violation of the order or
- 2) Conspiracy to violate such order.

#### V. RECOMMENDED RESPONSE PROCEDURES

#### **Telecommunication Personnel**

When taking a call for service, telecommunication personnel should follow department protocol when obtaining information regarding a family violence incident. Particular attention should be paid to the following:

- the caller's name and relationship to the offender;
- the victim's name and the offender's name, and their relationship to each other;
- the nature of the abuse, or suspected or sustained injuries;
- whether weapons were implied, involved and/or present;
- previous available complaint history;
- · whether the victim has a current OOP;
- whether a court order of protection is in place;
  - Check the Connecticut Protective Order Registry File 20 and relay to the responding officer;
- · whether children are involved;
- · whether there is a presence of alcohol, drugs, or mental illness; and
- Telecommunication personnel are reminded that family violence victims are provided with
  the incident case number and contact information for the investigating agency, in order to
  allow them to obtain periodic updates as to the offender's incarceration status.
  Telecommunications personnel are to assist victim(s) who make such inquiries as to
  defendants who remain housed at the investigating agency.

#### Responding Officer

- Assess and define the nature of the incident by talking to parties separately where it is safe and practical - and not in view of one another.
- Determine the presence and status of any weapons and refer to the model policy section on firearms.
- Determine whether the offender is the subject of any Order of Protection or Conditions of Release that includes "no contact with the victim" or "no use or possession of dangerous instrument or possessing any deadly weapons."
- Verify that the order and conditions apply to the involved victim and offender.
- Determine whether children are present, that they are safe, and unhurt and complete the following if necessary:
  - o If child abuse and/or neglect is suspected, report to DCF by phone [CGS §17a-101b] and complete form DCF-136. [CGS §17a-101c]
  - o Interview children as witnesses according to circumstances and department policy
    - Consider a trauma informed (forensic interview) when necessary.
    - When possible and appropriate, work cooperatively with the Child and Family Advocate at the regional family violence provider or other mental health and child welfare agencies to identify opportunities to more fully offer children trauma informed services and a response at the scene of a family violence incident and develop strategies that measure impact.
    - When Appropriate, consider utilizing the Emergency Mobile Psychiatric Services (EMPS) at the scene.
    - Make arrangements for their care if dual custodial arrests are made;

- · Do not use children to serve as an interpreter for the adult.
- If abuse and/or neglect of an elderly person or a person with an intellectual disability is suspected complete the required reports and/or notifications.
- Obtain a statement from the victim, and when appropriate, a signed medical release form with victim's consent.
- · Carefully document the condition of the scene.
- · When possible, photograph the scene and any visible injuries on the victim.
- When complaints of family violence are made by two or more opposing persons, a peace
  officer is not required to arrest both persons. The peace officer shall evaluate each complaint
  separately to determine which person is the dominant aggressor. [CGS §46b-38a(b) as
  amended by PA 18-5]
- Give the victim(s) a "Victim of Crime Card" containing information about victims' rights and phone numbers for services; [CGS §46b-38b(d)]. (CGS §54-216 permits victims of domestic violence to obtain restitution services from the Office of Victim Services.)
- Provide assistance to the victim regardless of the victim's race, age, gender, religious beliefs, immigration status, ethnicity, disability, sexual orientation, gender identity, or gender expression. Pursuant to CGS §46b-38b(d):
  - Assist victim to obtain medical treatment if such treatment is required.
  - Notify the victim of the right to file an affidavit for a warrant for arrest.
  - Inform the victim of services available, including providing the victim with contact information for a regional family violence organization that employs, or provides referrals to, counselors who are trained in providing trauma-informed care
  - Refer the victim to the Office of Victim Services.
  - Provide assistance in accordance with the uniform protocols for treating victims of family violence whose immigration status is questionable.
  - Remain at the scene for a reasonable time until, in the reasonable judgment of the officer, the likelihood of further imminent violence has been eliminated.
- Officers are strongly discouraged from requesting information about or otherwise
  investigating or assisting in the investigation of citizenship or residency status of any victim,
  unless such an inquiry or investigation is required by statute, ordinance, federal regulation,
  or a court decision. Officers should refer to the uniform enforcement protocol for treating
  victims of family violence whose immigration status is questionable at
  <a href="http://www.ct.gov/post/lib/post/general\_notices/general\_notice\_10-1.pdf">http://www.ct.gov/post/lib/post/general\_notices/general\_notice\_10-1.pdf</a>.
- Before leaving the scene, identify the local domestic violence service provider, and help the victim to develop a short-term safety plan.
- Explain to the victim the process for arrest, arraignment and bond, including the following:
  - o The offender will be arraigned the next available court date.
  - Prior to arraignment, the victim can meet with or call a family violence victim advocate (FVVA) whose phone number is listed on the "Victim of Crime Card" under Domestic Violence Programs.
  - The FVVA will provide the victim with accurate information regarding the court process and her/his constitutional rights as a crime victim. The FVVA will represent the victim's wishes to the court. The FVVA will provide information and referrals regarding available community services, and will help the victim develop a long-term safety plan. (\*The FVVA will only disclose information as allowed by the victim otherwise any information given by the victim to the FVVA is confidential.)
  - O Victim safety is enhanced when she/he has information in regard to the offender's incarceration status. The offender might not be held overnight, and may be released shortly after the arrest. A representative of the arresting agency shall provide the victim(s) with the incident case number and appropriate contact information for the

- investigating agency. Victim(s) are to be encouraged to contact the investigating agency, at the number provided, for periodic updates as to the offender's incarceration status, as they deem appropriate.
- o It is highly recommended that in domestic violence incidents or investigations of order of protection violations, that an officer not notify the alleged offender of a pending arrest or offer voluntary surrender. Voluntary surrender should only be offered where there are unusual circumstances related to officer or victim safety, etc. that would warrant the voluntary surrender.
- When an officer feels that a recorded 911 call or any recorded call for police response will
  enhance an investigation, she/he should request, pursuant to department policies, that the
  recorded call be preserved, seize the recording as evidence and document the seizure in the
  incident report.
- Complete, file and forward to the appropriate agencies a Family Violence Offense Report, DPS-230-C, to include the Crimes Analysis Unit at the Department of Emergency Services and Public Protection (DESPP).
- Document any visible injuries within the report.
- Document any verbal statements made by the victim(s), offender, or witnesses and distinguish
  the statements with quotes where appropriate.
- Initiate a BOLO (Be On the Lookout) for the offender if probable cause for an arrest is
  developed and the offender has left the scene and complete a signed/sworn report/affidavit to
  support the arrest in the event the offender is located and arrested.
- The provisions of CGS §46b-38b shall not apply to persons who are, attending an institution of higher education and presently residing together in on-campus housing, provided such persons are not in a dating relationship, [CGS §46b-38a (j) as amended by PA 18-5]

If unsure of how to proceed in any situation, seek guidance from the supervisor.

#### Supervisor

- It is recommended that the supervisor conduct a probable cause review at the scene (when
  necessary and feasible) and/or at booking and review all arrests, dual arrest situations and
  self-defense issues.
- Ensure that all reports, including the DPS-230-C are properly completed, filed and forwarded.
- Ensure that follow-up investigative responsibilities and victim safety and offender release considerations are coordinated to allow for shift changes and/or referral to specialized units.
- Upon approval from the court, expedite the arrest warrant execution.
- Be aware that pursuant to CGS §54-63c(a), any offender arrested who uses or threatens to use a firearm cannot be released on a promise to appear (PTA).
- Conditions of release for family violence should be set by the duty supervisor [CGS §54-63c(b)] or the bail commissioner [CGS §54-63d(c)]. Either the duty supervisor or the bail commissioner should enter or ensure that a File 20 has been entered into NCIC, with the appropriate conditions/restrictions listed.
- The shift supervisor is responsible for setting bail after arrest. In the rare instance when a Bail Commissioner reduces the bond set by law enforcement, a shift supervisor, who has concern for the safety of the victim, may contact the State's Attorney within the jurisdiction, who in turn may authorize the police department to delay release on the Bail Commissioners recommendation until the arraignment. [CGS §54-63d(d)].
- Each law enforcement agency shall designate at least one officer with supervisory duties to
  expeditiously review and oversee the Police Response to Crimes of Family Violence Model

Policies, Procedures, and Guidelines and to enhance such agency's response to victims, community, and court personnel with respect to family violence.

Each law enforcement agency shall annually (on or before July 1) submit the Survey to Determine Compliance with the State of Connecticut Family Violence Model Policy form [DESPP -231-C] to the Crimes Analysis Unit at the Department of Emergency Services and Public Protection (DESPP), regarding the law enforcement agency's compliance with the Connecticut Family Violence model policy. [CGS §46b-38b(e)(4)]

#### VI. ARREST GUIDELINES

#### **General Considerations**

- Except as provided in subsection (b) and (c) of this section, whenever an officer determines upon speedy information that a family violence crime, as defined in CGS <u>\$46b-38a(3)</u>, has been committed within such officer's jurisdiction, such officer shall arrest the person suspected of its commission and charge such person with the appropriate crime(s). [CGS <u>\$46b-38b(a)</u>]
- The FVPRA does not alter standards for arrest. Traditional constitutional and statutory standards, including CGS <u>§54-1f</u> guidelines, should direct decisions and procedures for making and processing family violence arrests. An officer must determine that probable cause exists for any charge which forms the basis for an arrest.
- When complaints of family violence are made by two or more opposing persons, a peace
  officer is not required to arrest both persons. The peace officer shall evaluate each complaint
  separately to determine which person is the dominant aggressor. [CGS §46b-38b(b) as
  amended by PA 18-5].
- In determining which person is the dominant aggressor, the peace officer shall consider the need to protect victims of domestic violence,
  - o whether one person acted in defense of self or a third person
  - o the relative degree of any injury
  - o any threats creating fear of physical injury
  - o and any history of family violence between such persons, if such history can reasonably be obtained by the peace officer.
- The peace officer shall arrest the person whom the officer believes to be the dominant aggressor.
- No officer investigating an incident of family violence shall threaten, suggest or otherwise
  indicate the arrest of all parties for the purpose of discouraging requests for law enforcement
  intervention by any party. [CGS §46b-38b(b)]
- An officer should emphasize to the parties the criminal nature of family violence and that the
  criminal action is being initiated by the State, not the victim.
- An officer can choose to make a custodial arrest, a summons arrest, or, in limited situations, may apply for an arrest warrant. Determination of which type of arrest to pursue should include careful consideration of imminent safety concerns for the victim and her/his children.
  - Whether or not an accused posts bond, he or she shall be scheduled for arraignment before the superior court for the geographic area where the offense is alleged to have been committed on the next regularly scheduled day of court business. [CGS §54-1g]
  - If an arrested person is hospitalized, or has escaped or is otherwise incapacitated, the
    person shall be presented, if practicable, to the first regular sitting after return to police
    custody.

#### **Prohibited Considerations**

- Pursuant to CGS §46b-38b(a) the decision whether to arrest an offender shall not be influenced by the following:
  - The specific consent of the victim
  - The relationship between persons suspected of committing a family violence crime
     The seriousness of crimes committed between family or household members is not mitigated because of the relationships, living arrangements or genders of those involved.
  - Solely on the request of the victim.
- In addition to the statutory considerations above, the following considerations should not influence the decision to arrest an offender:
  - The fact that civil proceedings such as separation, divorce or custody disputes are pending. -- Pending civil action does not preclude a thorough investigation and arrest if probable cause exists. Officers should not assume parties are using claims of domestic violence to gain advantages in civil actions. It is well documented that violence escalates when victims take steps to seek protection and/or to leave a violent relationship.
  - The victim's previous unwillingness to participate in the complaint or arrest process.
     Often, a victim may be immobilized by fear. Officers should treat each incident with equal importance. There is no way to tell, for example, when a victim may be in more danger or when an abusive partner may become more violent.
  - The number or frequency of calls for police assistance at a particular location.--It is well documented that the level of violence may increase over time and escalate significantly when a victim seeks assistance.
  - The victim's wishes to not have the suspect arrested. -- Officers should emphasize that
    criminal action is being initiated by the state, not the victim.
  - Assurances from the offender that the violence will cease. -- If probable cause for an arrest exists the officer must proceed accordingly.

#### Jurisdiction

#### Misdemeanor Arrests

- An officer (who does not have statewide jurisdiction) may arrest for misdemeanor crimes only
  within the geographical boundaries of the territory covered by his/her department, with two
  exceptions:
  - An officer may arrest outside of his/her jurisdiction anywhere within Connecticut if there is probable cause based on "speedy information" that the crime(s) occurred within his/her jurisdiction and the officer is in immediate pursuit of the suspect. [CGS §54-1f(o)]
  - An officer may arrest anywhere within Connecticut if his/her department holds a valid arrest warrant for the accused.

#### Felony Arrests

- An officer may arrest anywhere within Connecticut if s/he has probable cause to believe the suspect has committed a felony.
- "Speedy information" is not required for a felony arrest; however, absent speedy information,
  it is recommended that the officer obtain an arrest warrant unless there is a concern for safety
  and/or flight.
- A criminal violation of an order of protection is a felony crime, and could be deemed to impact
  the safety of the victim. If a warrantless arrest is not made, an arrest warrant application and
  an execution of a warrant should be expedited.

#### Warrantless (On-Site) Arrest Considerations

- CGS §54-1f authorizes an officer to arrest, without previous complaint and warrant, any
  person for any offense (felony or misdemeanor) that occurred within his/her jurisdiction,
  when the person is taken or apprehended in the act or on the "speedy information" of others.
- "Speedy Information" is information received during the course of or promptly after the
  commission of the crime and is of such character that the officer has reasonable grounds to
  accept it as true. Whether such information constitutes speedy information depends on two
  considerations:
  - o How proximate in time the information is to the crime; and
  - Whether the officer was justified in accepting the information and relying on it. (It is
    the officer's responsibility to check the truthfulness, reliability, and basis of
    knowledge of the person providing the information).

#### **Warrant Arrest Considerations**

- In family violence cases, an arrest warrant should be sought only in limited circumstance, such as:
  - When further investigation is needed to establish probable cause (i.e. self-defense, etc.);
  - When the offender cannot be located pursuant to speedy information;
  - o For a misdemeanor arrest when there is no speedy information; and
  - For a felony arrest when there is no speedy information, unless there is a concern for safety and/or flight. A criminal violation of an order of protection is a felony crime and should be deemed to impact the safety of the victim.
- Once an officer has determined that probable cause exists, an arrest warrant should be sought as soon as possible.
- If a warrant must be sought in any incident involving the use or threatened use of a weapon (electronic defense weapon or firearm), an officer should expedite the application for an execution of the arrest warrant.
- All crimes for which probable cause exists should be charged and the facts supporting each
  charge, including violence or threats of violence, should be detailed in the warrant.

#### VII. DUAL COMPLAINTS, DOMINANT AGGRESSOR, AND SELF-DEFENSE

In family violence situations, it is not uncommon for the victims of family violence to defend themselves from abusive partners. It is also not unusual for offenders to claim that they were acting in self-defense in an effort to justify their violent or threatening act or to attempt to punish the victim for summoning law enforcement. As a result, when officers respond to complaints of family violence they often face dual complaints from multiple parties. Such situations require responding officers to investigate each complaint separately and determine if either party used force as a means of self-defense.

As discussed previously in the General Considerations section, [The FVPRA] CGS §46b-38b(a), requires, in part, that; "whenever a peace officer determines upon speedy information that a family violence crime has been committed within such officer's jurisdiction, such officer shall arrest the person or persons suspected of its commission and charge such person or persons with the appropriate crime." This cited section of the statute provides the basis for what is commonly referred to as the "mandatory arrest policy" that is central to Connecticut's family violence laws. The statute also directs the response of law enforcement when dealing with dual or multiple complaints and claims of self-defense in family violence cases which may provide an exception to the "mandatory arrest policy."

#### **Dual Complaints and Dominant Aggressor**

When complaints of family violence are made by two or more opposing persons, a peace officer is not required to arrest both persons. The peace officer shall evaluate each complaint separately to determine which person is the dominant aggressor. In determining which person is the dominant aggressor, the peace officer shall consider the need to protect victims of domestic violence, whether one person acted in defense of self or a third person, the relative degree of any injury, any threats creating fear of physical injury, and any history of family violence between such persons, if such history can reasonably be obtained by the peace officer. The peace officer shall arrest the person whom the officer believes to be the dominant aggressor. [CGS §46b-38b(b) as amended by PA 18-5].

If a peace officer believes probable cause exists for the arrest of two or more persons, in lieu of arresting or seeking a warrant for the arrest of any person determined not to be the dominant aggressor, such peace officer may submit a report detailing the conduct of such person during the incident to the state's attorney for the judicial district in which the incident took place for further review and advice. The provisions of this section shall be construed to discourage, when appropriate, but not prohibit, dual arrests. [CGS §46b-38b(c) as amended by PA 18-5].

No peace officer investigating an incident of family violence shall threaten, suggest or otherwise indicate, the arrest of all persons involved in such incident for the purpose of discouraging any request from a person for law enforcement intervention. [CGS §46b-38b(d) as amended by PA 18-5].

No peace officer shall be held liable in any civil action regarding personal injury or injury to property brought by any party to a family violence incident for (1) an arrest based on probable cause; [or for] (2) any conditions of release imposed pursuant to subsection (b) of section 54-63c; or (3) determinations made pursuant to subsection (b) or (c) of this section. [CGS §46b-38b(e) as amended by PA 18-5].

Officers should be aware that, given the nature of family violence, a victim may be afraid to make true and accurate statements regarding the incident due to fear of further violence by an abusive partner. Each complaint must be carefully and thoroughly investigated prior to making an arrest decision to ensure that victims will not be re-victimized by the legal system, or made to fear police intervention. An arrest itself can be particularly traumatic for victims of family violence.

The FVPRA requires officers to arrest a person only if there is probable cause to believe that person committed a family violence crime. Officers are prohibited from threatening, suggesting or otherwise indicating the arrest of all parties involved in an incident of family violence for the purpose of discouraging requests for law enforcement intervention by any party. [CGS §46b-38b(d)].

Dual arrests should be made only when probable cause exists to charge each party with a crime, unless the dominant aggressor has been identified or a request will be made to have the case reviewed by a state's attorney, [CGS §46b-38b(c) as amended by PA 18-5]. In some instances, officers may receive dual complaints, but thorough investigation may only establish probable cause to arrest one of the parties. In other instances, there may be probable cause to arrest one party for a family violence crime and the other for a non-family violence charge, such as interfering with an officer. This does not constitute a dual arrest. Officers should thoroughly document in the report all claims and complaints, as well as any facts and/or circumstances that either corroborate or disprove the claim or complaint. An officer should determine what type of arrest is necessary and appropriate under the circumstances, e.g., a misdemeanor summons arrest, a custodial arrest, or, in limited situations, a later arrest by warrant.

#### Self-Defense

In determining which person is the dominant aggressor, the peace officer shall consider whether.... if one person acted in defense of self or a third person.... [CGS §46b-38b(b) as amended by PA 18-5].

Determining whether or not a person is criminally liable when allegedly acting in self-defense can often be a complex legal issue. This section is not intended to be a complete, exhaustive summary of the law regarding self-defense, but rather, is an aid to responding officers in determining whether an arrest may or may not be required under the existing family violence statutes. If an officer is unsure how to proceed in a situation involving self-defense and/or dual complaints, the officer should contact a supervisor and/or state's attorney.

The law in Connecticut recognizes that the use of physical force upon another person which would otherwise constitute a criminal offense is justifiable and therefore not criminal in certain circumstances. CGS §53a-19 is applicable in the context of family violence crime and addresses such circumstances.

#### C.G.S §53a-19. Use of physical force in defense of person:

This statute defines self-defense and the defense of others. In pertinent part, it provides that "a person is justified in using reasonable physical force upon another person to defend himself or a third person from what he reasonably believes to be the use or imminent use of physical force, and he may use such degree of force which he reasonably believes to be necessary for such purpose; except that deadly physical force may not be used unless the actor reasonably believes that such other person is (1) using or about to use deadly physical force, or (2) inflicting or about to inflict great bodily harm.

There are, of course, exceptions to the use of such physical force in defense of a person. For example, "a person is not justified in using physical force when (1) . . . he provokes the use of physical force by such other person, or (2) is the initial aggressor, except that his use of physical force upon another person under such circumstances is justifiable if he withdraws from the encounter and effectively communicates to such other person his intent to do so, but such other person notwithstanding continues or threatens the use of physical force . . . " and "a person is not justified in using deadly physical force upon another person if he or she knows that he or she can avoid the necessity of using such force with complete safety (1) by retreating, except that the actor shall not be required to retreat if he or she is in his or her dwelling . . . "

- Essentially, the statute requires that, before a person uses physical force in self-defense or to defend a third person, she/he must have two "reasonable beliefs."
  - The first is a reasonable belief that physical force is being used or about to be used upon her/him or another.
  - The second is a reasonable belief that the degree of force she/he is using to defend her/himself is necessary for that purpose.
- When attempting to determine whether or not a person was justified in using self-defense and
  therefore not subject to the mandatory arrest provisions of the law, the responding officer
  must make his or her own judgments about the reasonableness of these "beliefs". In making
  these judgments the officer must first consider:

- The situation from the perspective of the person acting in self-defense; that is, what did
  the person actually believe, and because statute requires that the defendant's belief be
  reasonable, and not irrational or unreasonable under the circumstances, and
- Whether a reasonable person in the defendant's circumstances could have reached that belief.
- The analysis can be broken down into 4 steps or elements:
  - That the actor actually believed that someone else was using or about to use physical force against her/him or a third person;
  - That such belief was reasonable because a reasonable person in the actor's circumstances would have shared that belief;
  - That the actor actually believed that the degree of force that she/he used was necessary to repel the attack;
  - 4) That such belief was reasonable because a reasonable person in the defendant's circumstances, viewing those circumstances from the defendant's perspective, would have shared that belief.

#### VIII. "OFFICER-INVOLVED" DOMESTIC VIOLENCE INCIDENTS

Police departments must recognize that the law enforcement personnel, whether sworn or civilian, are not immune from committing domestic violence against their intimate partners or being victims of domestic violence. Although no person is exempt, whatever his or her occupation, from the consequences of his or her actions that result in a violation of law, the dynamics between the responding and accused officers have the potential for making on-scene decisions additionally difficult. The following incident and response protocols are critical components to the integrity of the law enforcement profession and the trust of the community.

#### Sworn Personnel from an Outside Agency

- If an officer from another police agency is involved in a family violence incident and probable cause exists for the officer's arrest, the officer shall be arrested.
- The highest-ranking on-duty shift supervisor shall notify the officer's agency as soon as possible, but no later than by the end of the Supervisor's shift.

#### Sworn Personnel from within the Law Enforcement Agency

- If an officer from a law enforcement agency is involved in a family violence incident and probable cause exists for the officer's arrest, the officer shall be arrested.
- The highest-ranking on-duty Shift Supervisor shall notify or cause to be notified the following personnel:
  - o Chief of Police,
  - Command Duty Officer,
  - o The Officer's Division Commander, if different from the Command Duty Officer, and
  - o Internal Affairs, when such division exists.
- The family violence incident will be criminally investigated by an officer at least one (1) rank higher than the officer involved in the incident.
  - The investigating officer shall ensure that the agency complies with the policy provisions of section V. Recommended Response Procedures: Responding Officer and CGS §46b-38b(d).

- An Internal Affairs investigation will be conducted during or upon the conclusion of the criminal investigation, if such a division exists within the law enforcement agency.
- If a court order (i.e. restraining order (includes ex-parte order), protective order, or a foreign
  order of protection) is issued against the officer, the following will be done:
  - The officer shall surrender all law enforcement agency issued firearms to the Chief of Police or his/her designee,
  - The officer shall be prohibited from carrying a firearm while the order of protection is in force and effect.
- Further, in accordance with Connecticut General Statutes, the officer shall:
  - Surrender all pistols, revolvers, other firearm(s), ammunition and/or electronic defense weapon(s) to the Commissioner of Emergency Services and Public Protection (DESPP) or any local police department, or;
  - Transfer via sale all pistols, revolvers, other firearm(s), and ammunition to a federally licensed firearms dealer, as required by (CGS §29-36k) and provide the Chief of Police or his/her designee with the proof of this requirement.
- If the officer possesses a state permit or a temporary state permit to carry a pistol or revolver, pistol or revolver eligibility certificate, long gun eligibility certificate, or an ammunition certificate he/she shall surrender the permit/certificate(s) to the State of Connecticut Department of Emergency Services and Public Protection, Division of State Police. (CGS \$29-36k).
- If the officer possesses an issued pistol permit from his/her agency, he/she shall surrender the permit to the Chief of Police within the guidelines of the court order.
- The Chief of Police or his/her designee may:
  - o Suspend the officer without pay.
  - Assign the officer to administrative duties.

#### IX. ORDERS OF PROTECTION (OOP)

(Please also see Reference Chart at the end of this Document)

Implicit in the issuance of an OOP is a court's finding that a named protected party(ies) is in imminent danger or risk of harm, from a named, identified respondent. In the interest of immediacy, and in light of the threat always present when an order of protection is violated, coupled with the statutory mandate to arrest, officers shall make a warrantless arrest of any person the officer witnesses or has probable cause to believe has violated a restraining order (including ex-parte order), protective order, standing criminal protective order, a foreign order of protection, or the Conditions of Release.

Once probable cause for arrest has been established and if the offender has left the agency's jurisdiction, the Officer shall notify the dispatcher to advise neighboring jurisdictions or jurisdictions where the offender is believed to have fled, that there is probable cause to arrest the offender and to do so if the offender is located, and complete a signed/sworn report/affidavit to support the arrest. The investigating Department, as soon as practical, shall prepare an arrest warrant at this juncture.

- The officer's authority and mandates to arrest are set forth in CGS §46b-38b, and §54-1f.
- A very important role for law enforcement in family violence cases is the enforcement of Orders of Protection. Police should make use of the Connecticut Protective Order Registry
   – File 20.
- Officers should be aware that the words "Orders of Protection" generally could refer to
  any type of order. Most especially, in the federal law regarding interstate enforcement of
  orders of protection, the reference is general--not specific as to any one of Connecticut's
  types of such orders. Officers should be aware that each state has its own type(s) and titles
  of order(s) that may or may not be equivalent to one or any of Connecticut's orders.
- Connecticut has several types of *orders of protection* available for victims of family violence, including:
  - Restraining Order (RO) (includes Ex-Parte Order)
  - Protective Order (PO)
  - o Civil Protective Order (includes Ex-Parte Order)
  - Standing Criminal Protective Order (SCPO)
  - o Foreign Orders of Protection
  - Conditions of Release (COR) (that include "no contact with the victim" and "not to use or possess dangerous instruments or possessing any deadly weapons.")
  - o Family Court Orders
- Each type of order has specific characteristics, requirements for issuance and penalties for violation. See Appendix for a *Comparison of Orders of Protection* chart that summarizes and compares the types of orders, how they are issued, what they may include and how they are enforced. Officers should fully understand all aspects of each type of order.
- It is important for police officers to understand and always remember that orders of protection are issued by the court, against the offender, for the protection of the victim. They restrict the offender's behavior and only the offender can violate the orders. (See CGS §53a-223, §53a-223a and §53a-223b, regarding immunity for persons protected by an order of protection.)
- Standard conditions in an OOP or a SCPO (CGS §54-1k) may include provisions enjoining the offender from:
  - o Imposing any restraint upon the person or liberty of the victim;
  - o Threatening, harassing, assaulting, molesting or sexually assaulting the victim; and
  - o Entering the family dwelling or the dwelling of the victim.

- A judge (pursuant to CGS §54-64a) or a bail commissioner (pursuant to CGS §54-63d) can impose on any person charged with a felony, misdemeanor or motor vehicle violation for which a term of imprisonment may be imposed a Condition of Release that she/he have "no contact with the victim" in that case. A person who intentionally violates that condition should be arrested for Violation of a Condition of Release. [CGS §53a-222 or §53a-222a]
  - O Special conditions that a judge may order in an OOP include, but are not limited to:
    - · No direct or indirect contact with the victim; and
    - Not to go or remain within a specific distance of the victim.

#### **Domestic Violence Alert Notification/GPS Program**

The State of Connecticut Judicial Branch has initiated a GPS monitoring program (Alert Notification/GPS) to alert protected persons in high risk domestic violence cases that an offender is within a predetermined area using GPS technology.

- Offenders that have a history of violating court orders and/or who pose a risk of harm to a
  protected person(s) can be ordered by a judge to wear a GPS equipped ankle bracelet.
- Specific locations are identified as restricted areas (i.e. the protected persons home, workplace, school, etc.) and the offender is instructed to avoid a 2500 foot area surrounding those areas.
- Alerts:
  - An alert is triggered if: 1) The offender breaches one of the restricted areas, 2) the
    ankle bracelet is tampered with, 3) the battery is not charged or, 4) a GPS signal cannot
    be located
  - o If an alert is triggered, the GPS monitoring company will:
    - Notify the protected person(s) and advise them to activate a pre-established safety plan.
    - Notify the appropriate law enforcement jurisdiction and:
      - Provide the location and direction of travel of the offender and/or other pertinent information.
      - Provide information that will assist responding officers in locating the protected person.
      - Stay on the line with telecommunication personnel if the offender continues to advance towards a protected person(s) and provide a call back number for follow-up.
- Officers dispatched to an Alert Notification/GPS should:
  - O Locate and ensure the safety of the protected person(s).
  - O With due caution attempt to locate the offender.
  - O Determine the reason(s) for the notification.
  - If probable cause is established that the terms of an existing order of protection have been violated - arrest the offender on speedy information if located or apply for an arrest warrant if the offender cannot be located.
  - O Document all information in an incident report.

#### **Domestic Violence Personal Property Retrieval**

- When a judge issues an order enjoining the offender from entering his/her family dwelling, the offender likely will be advised that she/he may contact the police for a one-time escort to retrieve personal belongings.
- When an order of protection allows for the respondent/defendant to return to the dwelling one time accompanied by an officer, to retrieve belongings:

- Initiation of the retrieval shall be at the discretion of the agency in a time period that is reasonable and practical.
- o The officer must verify the order.
- o The officer must check to ensure that the retrieval has not already been completed by another officer. The officer must contact the protected party to arrange a time for the retrieval.
- If the officer is unable to make contact with the protected party, or if children are present, the retrieval should be scheduled for a later date/time.
- The officer is to accompany the respondent throughout the entire retrieval. If they wish to do so, the protected party should be allowed to accompany the officer and respondent during the retrieval.
- The retrieval should last no longer than 10 to 15 minutes, as the respondent is only retrieving essentials (clothes, toiletry, medication, etc.). Other non-essential or valuable items used by the protected party and/or children (groceries, electronics, jewelry, furniture, etc.) are not to be removed from the dwelling.
- The officer must document that the retrieval has occurred in a CAD or incident supplement. If a call comes in as something other than a retrieval, such as request for officer, etc., the incident must be changed to "Retrieval."
- The protected party must have prior notice by the department, and must agree to the timing of the retrieval.
- The respondent must not be allowed to use this as a means of harassing the protected party.
- o If it is not practical or safe for the victim to accompany the officer and the offender during the property retrieval, the officer shall review with the victim, before the officer or the offender leave the premises, what essential items the offender is seeking to remove from the residence.

#### **Multiple Orders**

- In some situations, a victim may obtain a RO and a PO to get all the court ordered protection
  available. A victim has a right to apply for a RO even if a PO has already been issued. There
  is nothing in the RO or PO statutes to prohibit a victim from having both orders.
- In situations where there are multiple orders of protection the officer should:
  - Verify that the order and conditions apply to the involved victim and offender and;
  - O Document the existence of and issuance date of all orders in their incident report and;
  - O Arrest the offender for any and all valid violations of such orders.

#### Verification of an Order of Protection

- A violation of any OOP is a felony to include:
  - o Protective Order (CGS §53a-223).
  - O Standing Criminal Protective Order (CGS §53a-223a).
  - o Restraining Order (includes ex-parte order) (CGS §53a-223b)
  - Foreign Order of Protection (CGS §53a-223b).
  - o Civil Protective Order (CGS §53a-2230).
- A violation of Conditions of Release can be either a felony (CGS §53a-2222) or misdemeanor (CGS §53a-222a) based on the original underlying charges.
- Any law enforcement officer may enforce any OOP where they have a good faith basis to believe it is valid.
- The best way to verify an OOP is to check with the Connecticut Registry of Protective Orders— File 20.

- · Other methods may include;
  - O Asking the victim if she/he has a copy of the order.
  - o Contacting the issuing court.
  - Contacting the police agency with jurisdiction where the victim resides/works.
  - Contacting the police agency with jurisdiction where the offender resides.

#### X. WEAPONS

#### Effect of a Court Order of Protection (OOP)

Possession – Definition CGS  $\S53a-3(2)$ : to have physical possession or otherwise to exercise dominion or control over tangible property.

- When the state marshal service receives an ex-parte order issued by the court that indicates that the respondent holds a;
  - Permit to carry a pistol or revolver;
  - An eligibility certificate for a pistol or revolver;
  - A long gun eligibility certificate;
  - o An ammunition eligibility certificate or;
  - o Possesses one or more firearms or ammunition.
- · The marshal service shall;
  - O Whenever possible, provide in hand service of the order to the respondent.
  - Notify the law enforcement agency for the town in which the service will take place.
  - Provide such agency a copy of the application, the applicant's affidavit, the ex-parte order, and the notice of hearing.
  - o Request a police officer from such agency be present when service is executed.
    - When possible and consistent with all other provisions of this policy, the law enforcement agency may consider sending an officer to accompany the state marshal during the service of the ex-parte order.
- Immediately, but not later than 24 hours after notice has been provided to a person subject to a restraining order (includes ex-parte order), protective order, or a foreign order of protection (CGS §29-36k(a)) such person must:
  - Transfer/sell to a federally-licensed firearms dealer, any pistols, revolvers, other firearms and/or ammunition in his/her possession. (CGS §29-36k(a)(1), or
  - Deliver or surrender such pistols, revolvers, other firearms and ammunition to the Commissioner of Emergency Services and Public Protection or any local police department. [CGS §29-36k(a)(2)]
- Person's subject to a restraining order (includes ex-parte order), protective order, or a foreign
  order of protection are prohibited from possessing a pistol, revolver, other firearm,
  ammunition or an electronic defense weapon. [CGS §53a-217]
- Persons subject to a Condition of Release "no use or possession of a dangerous weapon" are
  prohibited from possessing or using any dangerous instruments or possessing any deadly
  weapons. [CGS §53a-222 or §53a-222a].
- Refer to section XI, Federal Domestic Violence Laws, section regarding federal law, which
  prohibits the possession of firearms or ammunition by any person, including a police officer,
  who has been convicted in any court of a family violence crime (a family violence crime that
  has, as an element, the use or attempted use of physical force, or the threatened use of a deadly
  weapon), including a misdemeanor family violence crime.
- Upon the surrender of any firearms or ammunition or if the offender indicates that he/she is not in possession of, nor does he/she have access to, any firearms or ammunition and

there is no other evidence to suggest the contrary, consider having the offender complete the Firearm and Ammunition Compliance Statement form (DPS-332C) indicating same.

#### Permit to Carry

- The issuing authority of a state permit or temporary state permit to carry a pistol or revolver, pistol or revolver eligibility certificate, long gun eligibility certificate, or an ammunition certificate must revoke the permit and/or certificate(s) if the person holding the permit/certificate(s) becomes subject to an order of protection in a case that involves the use, attempted use, or threatened use of physical force against another person. [CGS §29-32, §29-36, §29-37, §29-38]
- Within five days of receiving written notice that a permit/certificate has been revoked, the
  holder of the permit/certificate must surrender the permit/certificate to the issuing authority.
  [CGS §29-32, §29-36, §29-37, §29-38]
- If an offender does not surrender the permit/certificate, he/she should be arrested for any of the following that apply;
  - o Failure to Surrender Permit to Carry a Pistol or Revolver (CGS §29-32); or
  - o Failure to Surrender Pistol or Revolver Eligibility Certificate (CGS §29-36i), or
  - o Failure to Surrender Long Gun Eligibility Certificate (CGS §29-378); or
  - o Failure to Surrender Ammunition Certificate (CGS §29-38p); and
  - The permit/certificate should be confiscated and immediately forwarded to the Commissioner of the Department of Emergency Services and Public Protection. [CGS §29-32, §29-36, §29-37, §29-38]
- Any local issuing authority that revokes a permit must notify the Commissioner of the
  Department of Emergency Services and Public Protection of the revocation, and any
  revocation of a state permit by the Commissioner of the Department of Emergency Services
  and Public Protection requires notification of the local issuing authority. [CGS §29-32]

#### Seizure of Firearms at the location of a Family Violence Crime (Safekeeping Provision)

Whenever an officer makes an arrest for a family violence crime, the officer may seize any firearm, ammunition, or electronic defense weapon at the location where the crime is alleged to have been committed that is in the possession of the offender/suspect or that is in plain view. [CGS §46b\_38b(a)]. Refer to CGS §53a-3 – Definition of Possession. Any firearm seized under this section must be returned in its original condition within seven (7) days to its rightful owner unless such person is ineligible to possess the firearm or unless otherwise ordered by the court. Any questions regarding the return of weapons seized under this section should promptly be directed to the state's attorney.

#### Use or Threatened Use of Weapon in a Family Violence Crime

In responding to family violence incidents, officers shall investigate and arrest in accordance with relevant Connecticut Statute §46b-38b. If an officer has probable cause to believe that a person used or threatened to use a weapon in the commission of any family violence crime(s) that person should be arrested for all appropriate crimes and the weapon should be seized as evidence of the crime(s).

#### Criminal Possession of a Firearm, Ammunition, Electronic Defense Weapon, Pistol or Revolver

Arrests for criminal possession...

- Any offender that knows that she/he is subject to a Restraining Order, (includes ex-parte order), Protective Order, Standing Criminal Protective Order or Foreign Order of Protection issued by the court, in a case involving the use, attempted use or threatened use of physical force against another person, or
- 2) has been convicted of a felony; or
- 3) has been convicted of a Misdemeanor committed on or after October 1, 1994 (pistol and revolvers); on or after October 1, 2013 (other firearms, ammunition, electronic defense weapons) as identified in CGS §53a-217 and §53a-217c; or
- is subject to any other firearms prohibitions as defined in CGS §53-217 and §53a-217c;
   and
- 5) is in possession of any firearm, ammunition, electronic defense weapon, pistol or revolver,
- should be arrested for Criminal Possession of a Firearm or Electronic Defense Weapon (CGS §53a-217) if found in possession of any firearm, ammunition, electronic defense weapon; or
- Criminal Possession of a Pistol or Revolver (CGS §53a-217o) if found in possession of any pistol or revolver; and
- The weapon(s) and/or ammunition should be seized as evidence of the crime.

#### Seizure of Firearms from Person Posing Risk to Self or Others (Risk Warrant)

A judge may issue a search and seizure warrant to search for and take custody of any firearms when any two officers (or any prosecutor) complain on oath that there is probable cause to believe that (1) a person posses a risk of imminent personal injury to him/herself or to other individuals, and (2) such person possesses one or more firearms, and (3) such firearm or firearms are within or upon any place, thing or person. [CGS §29-38c(a)]

Police officers should consider this option when investigating incidents of family violence.

#### XI. FEDERAL DOMESTIC VIOLENCE LAWS

The possible or potential applicability of any of the federal family violence laws discussed in the following material does not preclude an officer's responsibility to comply with Connecticut's family violence laws and mandatory arrest provisions, as Connecticut and federal law can have concurrent jurisdiction.

The Federal Violence Against Women Act (VAWA) makes criminal certain actions in family violence situations. Several provisions of that Act which may arise during the investigation of family violence situations by Connecticut police officers are described below.

If an officer believes that a person may have violated a provision of VAWA, he/she should discuss the facts of the investigation with a supervisor and/or States Attorney for referral and review by an Assistant United States Attorney who will determine whether the situation warrants prosecution on federal charges.

The offices of the United States Attorney for the District of Connecticut are located at:

Office of the United States Attorney 157 Church Street New Haven, Connecticut 06508 (203) 821-3700

#### **Summary of Applicable VAWA Sections**

#### Full Faith and Credit: Title 18 USC §2265 and §2266

- Requires states and Indian tribes to enforce orders of protection issued by foreign states and Indian tribes as if the orders had been issued by the non-issuing, enforcing state or Indian tribe
- A valid order of protection is defined as an order of protection that was issued by a court
  with jurisdiction over the parties and matter under the laws of such state or Indian tribe and
  in circumstances where the defendant was given reasonable notice and the opportunity to be
  heard sufficient to protect the defendant's due process rights.
- The provision applies to any injunction or other order issued for the purpose of preventing
  violent or threatening acts or harassment against, or contact or communication with or
  physical proximity to, another person, including temporary and final protection orders
  issued by civil and criminal courts (other than support or child custody orders). In other
  words, it extends to temporary and final, civil and criminal orders of protection.
- The provision states that officers should enforce out-of-state orders of protection that are presented to them if the order appears valid on its face, i.e., it contains both parties' names and has not yet expired. The provision further states that even if the out-of-state order is uncertified, it should be enforced if it meets the requirements of facial validity.

#### Disposal, Receipt or Possession of a Firearm: Title 18 USC §922(d) and (g)

Section 922(d)(8) prohibits the knowing transfer of a firearm to a person who is subject to a court order that restrains the person from harassing, stalking, or threatening an intimate partner or child. Section 922(g)(8) prohibits the possession of a firearm by persons subject to a court order that restrains the person from harassing, stalking, or threatening an intimate partner of such person or child of such intimate partner or person, or engaging in other conduct that would place an intimate partner in reasonable fear of bodily injury to the partner or child.

Section 922(g)(9) prohibits the possession of a firearm or ammunition by any person who
has been convicted in any court of a family violence crime (a family violence crime that has,
as an element, the use or attempted use of physical force, or the threatened use of a deadly
weapon), including a misdemeanor family violence crime.

#### Interstate Domestic Violence: Title 18 USC §2261(a)(1)

Prohibits the travel across state lines or the leaving or entering of Indian Territory with the
intent (at the time of the crossing) to injure, harass, or intimidate a spouse or intimate
partner. This provision is violated when a person, after the crossing, then intentionally
commits a violent crime or causes a bodily injury.

### Causing the Crossing of State Line by Force, Coercion, Duress, or Fraud: <u>Title 18 USC</u> §2261(a)(2)

Violation of this provision occurs when the defendant by force, coercion, duress or fraud, causes a spouse or intimate partner to cross state lines (or leave or enter Indian Territory) and in the course or as a result of that conduct, intentionally commits a crime of violence. Bodily injury to the victim is also required.

#### Interstate Stalking: Title 18 USC §2261A

Prohibits travel across a state line or within the special maritime and territorial jurisdiction
of the United States with the intent to injure or harass another person, when in the course of,
or as a result of, such travel, the person is placed in reasonable fear of the death of, or
serious bodily injury to, that person or a member of that person's family.

#### Interstate Violation of a Protective Order: Title 18 USC §2262

This provision is violated when a person travels across state lines or leaves or enters Indian
territory with the intent to engage in conduct that (A) (i) violates the portion of a PO that
protects against credible threats of violence, repeated harassment, or bodily injury; or (ii)
would violate subparagraph (A) if the conduct occurred in the jurisdiction in which the PO
was issued; and (B) subsequently engages in such conduct.

#### XI. COMPARISON OF ORDERS OF PROTECTION1

Current to 2018

No individual who is listed as a protected person on any order may be liable for: (1) soliciting, requesting, commanding, importuning, or intentionally aiding in the violation of the order; or (2) conspiracy to violate such order.

Protective Orders and Restraining Orders				
Type of Order	How the Order is Made	How Long the Order Lasts	Provisions that May Be Included	Violations
Protective Order (PO) (C.G.S. §46b-38c) (C.G.S. § 54-1k)	<ul> <li>Issued by a judge in a criminal case, usually at the time of arraignment.</li> <li>There is no cost to the victim.</li> <li>Victim may not want a PO or even know the PO has been issued.</li> <li>Offender, not the victim, is responsible for upholding order.</li> <li>Is a condition of the offender's release.</li> </ul>	<ul> <li>Duration of the criminal court case.</li> <li>Until criminal case ends</li> <li>Judge may modify or terminate at any time, without victim knowing.</li> <li>May continue during probation [CGS §53a-28(f)]</li> <li>Check with Protection Order Registry</li> </ul>	<ul> <li>Offender not to threaten, harass, assault, molest, sexually assault or attack the protected person (partial/limited order).</li> <li>Offender must stay away from the protected person's home (full/ residential stay-away order).</li> <li>Offender to have NO CONTACT with victim.</li> <li>Offender to remain 100 yards away from victim.</li> <li>Order may extend to victim's minor children, but will usually not include custody orders. May include animals.</li> <li>Any other orders the court deems necessary to protect the safety of the victim and dependent children.</li> </ul>	<ul> <li>Criminal Violation of a Protective Order [C.G.S. §53a-223] (D Felony)</li> <li>Unless violation includes imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault, molestation, or attack of a victim (C Felony).</li> <li>Arrest for all other crimes for which there is probable cause (e.g., criminal trespass, harassment, threatening, burglary, assault, intimidating a witness, etc.).</li> <li>Criminal Trespass 1t [CGS §53a-107] if in violation of PO.</li> </ul>

<sup>&</sup>lt;sup>1</sup> The orders cuttined in this chart are not mutually exclusive. A family violence victim could have more than one valid order from the same category or more than one valid order from multiple categories in effect at the same time (i.e. two protective orders, a protective order and a restraining order, etc.). Law enforcement must enforce the strictest provisions of any and all valid orders.

Restraining Order (RO) (C.G.S. §46b-15) Includes Ex-Parte order	➤ Victim files an         "Application for Relief         from Abuse" in the         Family Division of         Superior Court (civil         court).            ➤ Ex-parte order may be           granted by judge.           Hearing on order           scheduled within 14           days.            ➤ Victim must ensure that           offender is "served" with           notice of hearing.            Offender, not the victim,           is responsible for           upholding order.            ➤ There is no cost to the           victim (for filing or           service).            Issued by a criminal	<ul> <li>Ex-parte order lasts until day of hearing, which is within 14 days of date of issuance.</li> <li>7 day hearing if firearms, permit, eligibility certificate disclosure.</li> <li>May include custody orders.</li> <li>May include financial conditions for spouse (ex)/dependent children, living together (i.e. utilities, insurance, mortgage, rent, support).</li> <li>No disposal of property, documents, keys, ID.</li> <li>Must surrender weapons immediately, but not later than 24 hours after notice.</li> <li>Must surrender weapons immediately, but not later than 24 hours after notice.</li> <li>Must surrender weapons immediately, but not later than 24 hours after notice.</li> <li>Must surrender permit/eligibility certificate within 5 days of notice.</li> </ul>	<ul> <li>Criminal Violation of a Restraining Order (C.G.S. \$53a-223b) (D Felony)</li> <li>Unless violation includes, imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault, molestation or attack of victim (C Felony).</li> <li>Arrest for all other crimes for which there is probable cause (e.g., criminal trespass, harassment, threatening, burglary, assault, intimidating a witness, etc.).</li> <li>Criminal Trespass 1<sup>st</sup> [CGS §53a-107] if in violation of RO.</li> <li>Victim also can file a Motion for Contempt in court where order was issued.</li> <li>Violation of financial conditions is NOT a criminal violation; explain option to file Motion for Contempt</li> <li>Criminal Violation of a</li> </ul>
	court judge at the time of sentencing.	Oct. 2010 could last indefinitely. Increase, assault, molest, sexually assault or attack the	Standing Criminal Protective Order (C.G.S. §53a-223a) (D Felony)

Standing Criminal Protective Order (SCPO) (C.G.S. §53a-40e)  AKA: Standing Criminal Restraining Order (pre- Oct. 1, 2010)  Permanent Protective/ Restraining Order	<ul> <li>Can only be issued if offender is convicted of:         <ul> <li>Violation of enumerated offenses; or</li> <li>Any crime the court determines to be family violence; or,</li> <li>Any other crime for good cause shown.</li> </ul> </li> <li>No cost to victim.</li> <li>Victim may not want a SCPO or even know the SCPO has been issued.</li> <li>Can only be issued of:                 <ul> <li>Orders issued post Oct.</li> <li>2010 shall remain in effect for any duration specified by the court at the time of sentencing.</li> <ul> <li>Orders can be modified and/or terminated without notice to or consent of the victim.</li> <li>Offender to have NO CONTACT with victim.</li> <li>Offender to remain 100 yards away from the protected person's home (full/residential stay-away order).</li> <li>Offender to have NO CONTACT with victim.</li> <li>Offender to remain 100 yards away from victim.</li> <li>Offender to have NO CONTACT with victim.</li> <ul> <li>Offender to remain 100 yards away from the protected person (partial/limited order).</li></ul></ul></ul></li></ul>	<ul> <li>▶ Unless the violation includes imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault, molestation, or attack of victim (C Felony).</li> <li>▶ Arrest for all other crimes for which there is probable cause (e.g., criminal trespass, harassment, threatening, burglary, assault, intimidating a witness, etc.).</li> <li>▶ Criminal Trespass 1st [CGS §53a-107] if in violation of SCPO.</li> </ul>
Foreign Orders of Protection (C.G.S. <u>§46b-15a</u> )	<ul> <li>Entitled to enforcement in Connecticut where:         <ul> <li>Issued by courts of: (1) another state; (2) District of Columbia; (3) U.S. commonwealth, territory or possession; or (4) Indian tribe;</li> </ul> </li> <li>Presume an order is valid if the content and form appear to be authentic (Full Faith &amp; Credit). The order does NOT have to be a certified copy.</li> <li>May be criminal or civil. Conditions vary by issuing entity.</li> <li>Must surrender weapons immediately but not later than 24 hours after notice.</li> <li>Must surrender permit/eligibility certificate within 5 days of notice.</li> <li>A person may register a foreign order of protection in Connecticut, but is NOT required to do so, and law enforcement cannot refuse to enforce an order because the order does not appear in COLLECT, NCIC or the Protection Order Registry.</li> </ul>	<ul> <li>Criminal Violation of a Foreign Order of Protection (C.G.S. §53a-223b) (D Felony)</li> <li>Unless the violation includes imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault, molestation, or attack of victim (C Felony).</li> <li>Arrest for all other crimes for which there is probable cause (e.g., criminal trespass, harassment, threatening, burglary,</li> </ul>

		D. COD investibility	L F. C	assault, intimidating a witness, etc.).  > Criminal Trespass 1st [CGS §53a-107] if in violation of FOP.  > May be federal violation – contact US Attorney
Conditions of Release (COR) (C.G.S. §§ 53a-222, 53a-222a, 54-63c, 54-63d)	A person charged with a family violence crime can be released with non-financial conditions of release² by: Law enforcement; Bail commissioner; or A judge.  To verify: Check File 20; Contact clerk of court in JD/GA where order issued; Contact bail commissioner who released offender; Contact police department who released offender.	<ul> <li>COR imposed by bail commissioner or law enforcement remain(s) in effect until offender is presented to a judge at arraignment.</li> <li>COR imposed by a judge remain(s) in effect for the duration of the case or until further order of the court.</li> </ul>	Law Enforcement:  Comply with specified restrictions on travel, association, or place of abode;  Not engage in specified activities, including use/possession of dangerous instruments or possessing any deadly weapons, intoxicant, or controlled substance;  Avoid all contact with alleged victim.  Bail Commissioner  Any of the above; plus  Remain under supervision of designated person or organization;  Any other condition reasonably necessary to ensure appearance of the person in court.	<ul> <li>➢ If released on a felony charge: violation of conditions of release in the first degree (C.G.S. §53a-222). (D Felony)</li> <li>➢ Unless violation includes imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault, molestation or attack of victim (C Felony).</li> <li>➢ If released on a misdemeanor charge: violation of conditions of release in the second degree (C.G.S. §53a-222a). (A misdemeanor)</li> <li>➢ Unless violation includes imposing restraint on a person or their liberty, threatening, harassing, assault, sex assault,</li> </ul>

<sup>&</sup>lt;sup>2</sup> No person shall be released upon the execution of written promise to appear or the execution of a bond without surety if the person is charged with the commission of a family violence crime and in the commission of such crime used or threatened the use of a firearm (C.G.S. § 54-63d).

			Judge:  ➤ Any of the above; plus  ➤ Any non-financial condition the judge deems appropriate;  ➤ Compliance with Protective Order.	molestation or attack of victim (C Felony).  If, in the course of violating a COR, a person commits any other crime (i.e. threatening, intimidating a witness, assault, etc.), that person should be arrested for any other appropriate crime(s).
Civil Protection Order (CPO) (CGS §46b-16a)	<ul> <li>Not for DV Cases</li> <li>Issued by civil judge.</li> <li>Victims of stalking, sex assault, sexual abuse.</li> <li>Service by marshal.</li> <li>Hearing within 14 days.</li> </ul>	<ul> <li>Lasts up to one year.</li> <li>Victim requests order.</li> <li>Cannot have a PO for same incident before CPO.</li> <li>If victim wants to extend beyond one year, must file a motion at least 3 weeks prior to expiration.</li> </ul>	<ul> <li>Offender not to impose restraint on the person or their liberty, threaten, harass, assault, molest, sexually assault or attack the protected person.</li> <li>Offender cannot enter dwelling of protected person.</li> </ul>	➤ Criminal Violation of a Civil Protective Order (CGS §53a-223c) (D Felony)
Other Orders				
Type of Order	How the Order is Made	How Long the Order Lasts	Provisions that May Be Included	Violations
Family Court Orders	Where custody/divorce actions are pending, the Family Court may issue orders that, while not a restraining order or protection order, will often mirror traditional provisions of those orders of protection, such as: kick out orders and/or	➤ Family Court orders, unless they contain an expiration date, are valid until further order of the court.	<ul> <li>The victim should have a copy of the relevant order.</li> <li>Such orders may include, but are not limited to:         <ul> <li>Exclusive possession of an identified premises;</li> <li>Limitations on when and how one party may contact the other;</li> </ul> </li> </ul>	> Officers can, in some cases, make an arrest for the "behavior" targeted by the Order, such as an arrest for trespass, harassment, custodial interference, etc.

## POLICE RESPONSE TO CRIMES OF FAMILY VIOLENCE CONNECTICUT STATEWIDE MODEL POLICY REV 12/2018

around exclusive possession of the home.  > While these orders are not technically Orders of Protection, they are valid orders of the court and govern the conduct of the relevant parties.	
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RODNEY L. MOSIER II

Director of Special Education and Pupil Personnel Services

KAREN HITCHCOCK ASETTA

**School Business Manager** 



PAUL K. SMITH
Superintendent of Schools

MARY E. CLARK
Director of Curriculum and Instruction

94 MAIN STREET
EAST HAMPTON, CONNECTICUT 06424
(860) 365-4000

Mr. David Cox Town Manager Town Hall 20 East High Street East Hampton, CT 06424

Dear Mr. Cox:

(860) 365-4000 September 23, 2019

In accordance with Connecticut General Statutes, Section 10-153d(b), I am enclosing the recently negotiated successor collective bargaining agreement between the East Hampton Board of Education and the East Hampton Administrators' Association, Connecticut Federation of School Administrators, Local 42J. As of September 23, 2019 this three year Agreement was approved unanimously by the Board of Education and ratified by the Association.

Please call me if you have any questions concerning this agreement. Thank you.

Sincerely,

Paul K. Smith

Superintendent of Schools

cc: Kelly Bilodeau, Town Clerk

Attorney Laura L. Anastasio, C.S.D.E. Members of the Board of Education

**Bridget McLennan** 

Attorney Zachary Schurin

Jason Lehmann Karen Asetta

PS:rs



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September 18, 2019

Via E-Mail

East Hampton Board of Education 94 Main Street East Hampton, CT 06424

- Privileged and Confidential -

Re: Summary of Tentative Agreement with the East Hampton School Administrators' Association

Dear Board of Education Members:

The following is a summary of a proposed tentative agreement ("TA") that has been reached in successor collective bargaining agreement negotiations between the Board and the East Hampton School Administrators' Association ("the Association"), the union that represents East Hampton's administrators. As of this writing, the administrators have yet to ratify the proposed TA, however, it is expected that the administrators will soon ratify and that the Board will then be in a position to take up ratification of the TA at its next scheduled meeting.

The Board's negotiating team for these negotiations included Board Chairman Christopher Goff and Board member Amanda Amtmanis along with Superintendent Paul Smith and myself. The TA was reached on September 4, 2019 during the parties' first negotiating session.

The following is a summary of the tentative agreement and its anticipated financial impact:



#### **Summary of Stipulated Agreement:**

Duration – Art. XV -- Three years, from July 1, 2020 to June 30, 2023.

Salaries – Schedule A – The TA calls for an overall 5.75% general wage increase ("GWI"). In the first year of the contract, administrator salaries would be increased by a 1.75% GWI, which is the same GWI percentage that East Hampton teachers received for 2019-20. In the second year of the contract, administrators would receive a 2.0% GWI followed by another 2.0% GWI in the third year of the contract.

Administrators who are not at the top salary step for their position would advance a step in each year of the contract. The total GWI of 5.75% combined with step-movement results in a 6.94% total increase to the administrators' salary account. For comparison purposes in 2018-19 the statewide three-year administrators' settlement average was 6.72%.

Insurance – Art. IX & Schedule B — The Agreement designates the Connecticut State Partnership Plan 2.0 ("SP2.0") as the applicable insurance plan. The SP2.0 is a state-run, nodeductible point-of-service plan that includes a Health Enhancement Program component that requires covered members to undergo periodic preventative screening or pay a \$350 per-member annual deductible. The Board has worked to move all of its bargaining-units to the SP2.0. The administrators were already on the SP2.0 plan as a result of a memorandum of understanding that was worked out in 2017, but the new agreement memorializes this change in the CBA.

Notwithstanding the change in plans to the SP2.0, the TA includes language specifically designating the former High Deductible Health Plan ("HDHP") with Health Savings Account ("HSA") as a substantially equivalent plan should the Board seek to leave the SP2.0 for an alternative health insurance plan in future years. See Article IX, Section F. This language would allow the Board to switch back to a HDHP/HSA plan in future years — with \$2,000/4,000 deductibles, no Board deductible co-funding and eleven-percent premium cost share -- -- should the Board wish to change back from the SP2.0.

The TA also contains new language allowing for mid-term negotiations in the event that the total cost of the SP2.0 plan triggers an excise tax payment obligation under the Affordable Care Act. The TA additionally would remove existing language from the Agreement that provided for mid-term negotiations on a new insurance carrier in the event that the teachers' insurance carrier changed.

Insurance Premium Cost Shares – Art. IX -- Under the TA administrators would be required to pay increased health insurance premium cost shares of 19% in 2021-22 and 19.5% in 2022-

<sup>1</sup> There are only a handful of reported administrators' settlements reported so far for the 2019-20 negotiation season.



23.<sup>2</sup> In addition, administrators will also be required to pay 15% of the cost of their dental insurance premium in each year of the contract. Currently, administrators only pay 12% of the cost of their dental insurance premium.

Tax Sheltered Annuity – Art. XII – The TA would increase the amounts the Board would be required to contribute to administrator tax sheltered annuities ("TSAs"). The amount would increase from \$1,000 to \$2,000 effective July 1, 2020 followed by increases to \$2,750 and \$3,500 in the second and third years of the contract.

TSA contributions are common for administrators across the state and among East Hampton's neighbors. East Haddam administrators currently receive TSA contributions of \$5,000 per year. Region # 13 administrators receive TSA contributions of up to \$4,500 per year. Colchester and East Lyme administrators receive TSA contributions of \$3,500 per year, and many other administrator groups across the state receive comparable TSA contribution amounts from their employing boards of education.

Professional Development Account – Art. X – The TA increases the amount the Board must contribute to the administrators' annual professional development account from \$10,000 to \$12,500.

Mileage – Art. X – The TA increases the administrators' mileage reimbursement amount from \$500 per year to \$750 per year.

Supplemental Pay – Art. XII – The TA would result in an increased supplemental pay stipend for the designated administrator of school buildings that house ESY summer school programs. This stipend amount would increase from the current \$2,000 to \$2,500 effective July 1, 2020, \$3,000 effective July 1, 2021 and \$3,500 effective July 1, 2022.

Middle School Assistant Principal — Ten Month Salary — Art. V — The TA includes a reopener clause that states that the Board and the Association will engage in midterm bargaining over salary for the Middle School Assistant Principal as a ten month position in the event that the Board does not increase the position to a twelve month salary position by July 1, 2020. Midterm negotiations over this issue would likely result in an increased salary for the Middle School Assistant Principal if the position remains a ten month position.

Just Cause - Art. VIII - The TA would amend the contract's current "just cause" language to provide that disciplinary suspensions are subject to "just cause" protection while still excluding terminations, evaluations, transfers, assignments or oral reprimands from just cause protection. "Just cause" language requires the Board to meet a higher standard of proof in the event that a grievance is filed alleging that a disciplinary action is not supported by just cause.

<sup>&</sup>lt;sup>2</sup> The administrators currently pay 18.5% in premium cost share pursuant to the MOU that was entered into in 2017 to switch insurance plans to the SP2.0. There would be no increase to health insurance premium cost shares in the first year of the contract. Dental premium cost shares would go up three percent in the first year.



Union Dues – Art. II – The TA includes substantial revisions to the Agreement's dues deduction/union security language. These changes are in light of the United States Supreme Court's recent decision in Janus v. AFSCME Co. 31. As a result of the Janus decision, collective bargaining agreement language that forces objecting bargaining-unit members to pay a service fee to the union representing them in collective bargaining matters has been rendered unconstitutional. The TA eliminates language that required bargaining-unit members to pay service fees to the Association regardless of if they wished to be represented by the Association or not.

Attached to this summary is the direct cost impact analysis for the tentative agreement.

It was a pleasure to serve as the Board's spokesperson for these negotiations. Please let me know if you have any questions about this summary.

Very truly yours, /s/ Zachary D. Schurin



#### DIRECT COST IMPACT

# 2019 Tentative Agreement for the Successor Agreement between EAST HAMPTON BOARD OF EDUCATION and EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION

The direct cost impact estimates the increased costs and/or (savings) to the Board in actual dollars due to the changes to the collective bargaining agreement. Total cost is provided for each year of the contract in actual dollars and as a percentage of the prior year's salary account.

#### Compensation

The 2019-20 total compensation for the Administrators bargaining unit is \$1,310,284.<sup>3</sup> The chart below shows projected cost increases over the life of the contract. This accounting is subject to change based on changes to the composition of the bargaining unit (retirements, new hires, etc.) and the resulting change to financial items like step movement, longevity payment phase out, etc.

	2020-2021	2021-2022	2022-2023
General Wage Increase	21,975	27,637	24,012
Step Increment	6,838	4,905	5,003
TSA Contribution Increase	9,000	15,750	22,500
TOTAL COST in \$:	\$37,813	\$48,292	\$51,515
TOTAL COST as %:	2.9	3.6	3.7

<sup>&</sup>lt;sup>3</sup> This figure includes salaries and TSA contributions. It does not include longevity payments (which have been phased out for all administrators hired on or after July 1, 2017), ESY/Summer School stipend payments, mileage or professional development funds.



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#### **Health Insurance**

The 2019-20 Health Insurance Account is \$209,429. The 2019-20 Dental Insurance Account is \$13,078. Estimating potential insurance savings is very difficult because annual premiums are subject to significant fluctuations. However, given the current health and dental insurance premium cost share percentages of 18.5% for medical and 12% for dental, the Board can anticipate the following:

	2020-2021	2021-2022	2022-2023
Health/Rx Premium Cost Share	0	1,047	2,094
Cost Avoidance			
Dental Premium Cost Ayoidance	392	392	392
SAVINGS DUE TO COST			
AVOIDANCE	\$392	\$1,439	\$2,486
Total Net Costs			
	2020-2021	2021-2022	2022-2023
Total Net Cost – salary/TSA offset			

### COLLECTIVE BARGAINING AGREEMENT

#### between

#### The EAST HAMPTON BOARD OF EDUCATION

and

The EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION CONNECTICUT FEDERATION OF SCHOOL ADMINISTRATORS LOCAL 42J

July 1, 2020 through June 30, 2023

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# COLLECTIVE BARGAINING AGREEMENT Between the EAST HAMPTON BOARD OF EDUCATION

#### and the

# EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION CONNECTICUT FEDERATION OF SCHOOL ADMINISTRATORS LOCAL 42J

#### INTRODUCTION

This Agreement is by and between the EAST HAMPTON BOARD OF EDUCATION (hereinafter referred to as the "Board") and the EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION (hereafter referred to as the "EHSAA").

#### ARTICLE I GENERAL

- A. This Agreement is negotiated under §§10-153a-g of the Connecticut General Statutes.
- B. Nothing in this Agreement which changes pre-existing Board policy, rules, or regulations shall operate retroactively unless expressly so stated.
- C. The contract shall be interpreted in accordance with all present Board policy as amended from time to time.
- D. Nothing in this Agreement between the Board and the EHSAA shall in any way limit or contravene the authority of any other municipal, state or federal board, commission, agency or other governmental body or authority.

## ARTICLE II RECOGNITION

- A. The Board recognizes the EHSAA as the exclusive bargaining representative for all certified personnel employees of the East Hampton School District who are employed in positions requiring an intermediate administrator or supervisor certificate, or the equivalent thereof, and are not excluded from the purview of §10-153 a-g.
- B. The EHSAA agrees to represent equally all administrators without regard to membership or participation in, or association with, the activities of the BHSAA or any other employee organization.

- C. The Board agrees to make deductions from the pay of members of the Association upon the receipt of a written authorization from the employee. Such deduction shall continue for the duration of this Agreement or any extension thereof.
- D. Said deduction shall be made during a regular payroll week of each month and shall be remitted to the EHSAA, together with a list of the names of employees from whose salaries such deduction have been made, not later than ten (10) days following the end of the month.
- E. The EHSAA agrees to indemnify and to hold and save the Board harmless against any and all claims, damages, suits or other forms of liability including reasonable attorney's fees that shall or may arise out of or by reason of any action taken by the Board for the purpose of complying with the provisions of the Article.

## ARTICLE III ABSENCES

Administrators must document on the semi-monthly substitute report all personal absences.

#### A. Sick Leave

- 1. "Twelve Month" administrators shall be granted eighteen (18) sick days per year for personal illness, quarantine or injury cumulative to one hundred ninety (190) days. "10 Month" administrators shall be granted fifteen (15) sick days per year for personal illness, quarantine or injury cumulative to one hundred fifty (150) days.
- 2. Administrators shall be saved harmless in accordance with §§10-235 and 10-236a of the Connecticut General Statutes as they may be amended from time to time. This provision is not subject to the grievance procedure under the contract.
- 3. Pregnancy Disability Leave Administrators will be granted pregnancy disability leave in accordance with the law.

#### 4. Additional Sick Leave

- a. When all sick days granted in Article III, section A-1 are exhausted, a new 12 month administrator may be allowed twelve (12) additional sick leave days, and a new 10 month administrator may be allowed ten (10) sick leave days. All borrowed days will be paid back the following school year.
- b. When sick leave accumulates to one hundred ninety days (190), administrators will have the following options:
  - 1. In any school year, sick leave will be taken from the days accumulated by the administrator for this purpose. Up to a total not exceeding two hundred and eight days (208) may be applied to a prolonged absence at full pay in accordance with the conditions of this contract.

- Once an administrator has accumulated one hundred ninety (190) sick days in any year and is eligible for the additional eighteen days (18), or portion thereof, all or part of these eighteen days (18) can be placed and accumulated in a special "bank" under the following conditions:
  - a. If he/she has used less than (190) days for sick leave, these days will be subtracted from the 190 accumulated days and the 18 days above this will be placed in the "bank."
  - b. If he/she has used more than 190 days, but less than the 208 day maximum defined in section 1 above, those days of the additional 18 not used for sick leave will accumulate in the special bank.
  - c. Days accumulating in the special bank cannot be used to restore sick leave to the 190 day accumulation level. Only those 18 days restored each school year may be used to build the accumulation level to 190 again.
  - d. Administrators who have accumulated days in the special bank will be paid for these days at the rate of Thirty (\$30.00) Dollars. Payment for these days will be made at the time of resignation, retirement, or death of the administrator. In the event of the death of an administrator, the monies for the payment of such days will be paid to the estate of the administrator.
  - e. All days accumulating in the special bank will be recorded by the office of the Superintendent at the end of the school year in June of any year. The total accumulation of days in the special bank will be posted for verification by the administrator on the Notification of Salary and Benefits form given to each administrator by October 31.
- 5. Each administrator shall receive written notification of his/her accumulated sick leave each year.

#### B. Personal Leave

1. Current 12 month administrators may receive up to five (5) personal leave days and current 10 month administrators up to four (4) personal leave days in any school year with full pay. Such leave days may be taken with the approval of the Superintendent to attend to private personal business that cannot otherwise be transacted outside of the regular work day or work year or other compelling matters as determined by the Superintendent.

- 2. 12 month administrators hired on or after July 1, 2017 may receive up to four (4) personal leave days in each of their first three, full years of employment with the Board. 10 month administrators hired on or after July 1, 2017 may receive up to three (3) personal leave days in their first three, full years of employment with the Board.
- 3. In addition to the five personal leave days, previously noted, an administrator may also be allowed four (4) special leave days) for necessary, private personal business that cannot be transacted outside the regular work day, or for observance of religious holidays. 10 month administrators who have been employed by the Board as an administrator for three years and longer may be allowed three (3) special leave days. Special leave may only be granted if the following conditions are met:
  - a. The Superintendent must have received the employee's request in writing at least twenty-four hours in advance, if possible;
  - b. No other administrator in the school system has submitted a written request for special leave on any of the days requested;
  - c. Such special leave does not fall on a school day immediately before or after a weekend, personal vacation, or school holiday.
- 4. Upon recommendation of the Superintendent, and with the approval of the Board, an administrator may be granted a leave of absence with or without pay for a period of time determined by the Board. Each such situation shall be viewed as unique and shall have no precedent setting impact on any other request for any personal leave. Any approved absence without pay shall result in a deduction of 1/260 of the annual salary for each day for a 12 month administrator and 1/204th for each day taken by a 10 month administrator.
- C. Professional Leave Absence for Professional Reasons: Subject to prior approval by the Superintendent, an administrator may be absent for visiting days, attendance at conventions, participation in school evaluation, educational conferences, and/or other forms of professional improvement, without deduction from his/her salary, or loss of days granted for other categories of excused absences.
- D. In the event an administrator is called to Jury Duty, he/she will notify the Superintendent. The Board will pay the administrator the difference between the compensation he/she received for jury duty and his/her regular salary.
- E. Catastrophic Illness or Physical Disability

In the event of absence due to catastrophic illness or physical disability of a tenured administrator beyond the granted sick leave allotment, the Board shall make the requisite payments to maintain in full force all existing insurance programs for this administrator for the remainder of the fiscal year in which his/her sick leave is exhausted and shall provide

said administrator with the opportunity to continue at his/her own expense this policy at the premium amount. This paragraph does not apply to terminated or retired employees.

#### F. Extended Professional Leave

In its desire to reward and to encourage independent research and achievement, the East Hampton Board of Education hereby initiates the policy of extended professional leave for administrators upon recommendation of the Superintendent for approved scholarly programs contributing to the East Hampton Public Schools. Requests for extended Professional leave must relate directly to the administrators assigned responsibilities and duties in the East Hampton Public Schools.

- 1. No more than one (1) member of the administrative staff shall be absent on extended professional leave at one time.
- 2. Requests for extended professional leave for a school year must be given to the Superintendent in written form no later than December 31 of the preceding year. The Superintendent shall forward to the Board of Education the administrator's request and the Superintendent's recommendation for Board approval. An administrator on extended leave must give written notice of his/her intention to return by February 1 of the year prior to the school year of his/her return.
- 3. Extended professional leave for administrators may be granted with or without pay or fringe benefits,
- 4. The administrator must have completed at least nine (9) consecutive full school years of service as an administrator in the East Hampton schools to apply for Professional Leave.
- 5. If an extended professional leave is granted with pay, the administrator will be paid one half of his/her annual salary rate, providing that such pay, when added to any program grant, shall not exceed the administrator's full annual salary rate.
- 6. The administrator shall agree to return to East Hampton for three (3) full years work.
- 7. Prior to commencement of extended professional leave, the administrator will sign an agreement to return to the district for three (3) years of future service immediately following extended professional leave, or in the alternative, will repay the Board of Education the full amount of extended professional leave payment received reduced by 1/3 for each year worked, immediately upon failure to comply with the future service agreement. In cases of exceptional hardship, the Board may release the administrator from the obligations to pay all or part of the extended professional leave payments upon his/her failure to comply with the future service requirement.

#### G. Association Leave

A leave of absence may be granted without pay upon application by an administrator for a period not to exceed one school year for the purpose of serving as an officer of a national administrators' association. The status of the administrator shall be continued in respect to seniority, salary, retirement and in any other areas as though such leave were not taken.

#### ARTICLE IV ANNUAL LEAVE

- A. All 12 month administrators represented by the EHSAA shall be entitled to five weeks (25 days) paid vacation subject to Section A.3.
  - 1. Administrators are encouraged to utilize all vacation time during the year in which it is earned. Vacation leave may be taken during the school year with the prior approval of the Superintendent.
  - 2. During the first year of employment of an administrator, vacation shall be prorated based on whole months of service.
  - 3. It is agreed that administrators will not take vacation time two (2) weeks prior to the opening of school.
  - 4. Vacation schedules shall be approved by the Superintendent based on requests submitted by administrators by June 1st of each year.
  - 5. With written approval received from the Superintendent and granted prior to April 1st of a school year, an administrator may carry over into the following school year up to ten (10) earned but unused vacation days. Additional days may be carried over with the approval of the Superintendent of Schools.
  - 6. At the time the employment of an Administrator terminates, he or she shall be compensated for accumulated and unused vacation at a rate of 1/260 (work year = work days + vacation + holidays), provided vacation earned during that year shall be credited on a pro-rata basis for purposes of calculating such payment.
- B. The following paid holidays shall be granted:

New Year's Day and Eve
Martin Luther King Day
President's Day
Good Friday

Labor Day
Columbus Day
Veterans' Day\*
Thanksgiving and the day after

Memorial Day Christmas Eve Day

Independence Day Christmas Day (if Christmas is a Thursday,

Lincoln's Birthday \* Friday is a paid holiday)

<sup>\*</sup>Lincoln's Birthday and Veteran's Day shall only be a holiday when school is not in session. If school is in session, the Superintendent shall designate another day off when school is not in session, after consultation with the administrators.

- C. Administrators shall be released from their duties as soon as they have completed all arrangements for an emergency school closing and have notified the central office.
- D. Ten (10) month administrators shall not be eligible for paid vacation or holidays.

## ARTICLE V ADMINISTRATIVE ASSIGNMENTS

- A. In the event the Board decides to permanently transfer, change or alter the duties or responsibilities of any position represented by the Association, it shall notify the administrator(s) at least thirty (30) days prior to the proposed change. The administrator(s) shall have an opportunity to meet and consult with the Board. Any affected administrator will continue to receive his/her present salary for three (3) months or the remainder of the current fiscal year in which the appointment becomes effective, whichever is longer.
- B. Administrators involuntarily transferred should be furnished with a letter to be placed in their personnel files, and a copy for their personal files, stating the reason for their transfer.
- C. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she shall be given the experience credit on the salary schedule in accordance with the teacher contract and shall retain all accumulated sick leave up to the maximum permitted by the teachers' contract, and shall be paid for any sick bank days previously earned as an administrator.
- D. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for three years for his/her former administrative position.
- E. Vacancy notices for new positions shall be posted within five (5) school days after the position becomes vacant or is created.
- G. As of the execution of this Agreement, the Middle School Assistant Principal position is a ten (10) month position/assignment. In the event that the Board does not extend the Middle School Assistant Principal position to a twelve (12) month position/assignment effective July 1, 2020, the parties shall commence mid-term negotiations in accordance with the Teachers Negotiation Act for the purpose of renegotiating the salary for the Middle School Assistant Principal position as a ten (10) month position/assignment.

#### ARTICLE VI COPIES OF CONTRACT

The Board shall furnish or make available to all members of the Association complete copies of the contract agreement together with salary schedules.

#### ARTICLE VII GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to problems which may arise under the specific provisions of this Agreement. Both parties agree that these procedures shall be kept as informal and confidential as may be appropriate at any given level.

#### B. Definitions

- 1. A grievance shall mean a complaint by a member of the EHSAA regarding a violation of the specific provision or provisions of this Agreement to the detriment of the administrator(s) involved.
- 2. The term "administrator" as used in this grievance procedure shall mean any administrator within the bargaining unit covered by this Agreement.
- 3. An "aggrieved person" is the person or persons making the claim.

#### C. Time Limit

- 1. "Days" shall mean when school is in session, except after May 1 when days shall be calendar days, so that the matter may be resolved before the end of the school term or as soon as possible thereafter.
- 2. If an administrator does not file a grievance, in writing, as provided herein within twenty (20) days after the act or condition on which the grievance is based, then the grievance shall be considered as waived.

#### D. Procedure

- 1. A grievance may be instituted by the following procedure:
  - a. An aggrieved person shall appeal in person and in writing to the Superintendent and shall be accompanied by a representative.

#### 2. Level One

a. Any grievance must be first brought to the attention of the Superintendent, in person, accompanied by a written statement setting forth the provision or provisions of the agreement alleged to have been violated. Said grievance must be answered, in writing, within ten (10) working days.

#### Level Two

- a. In the event that an aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, he/she may, within five (5) working days of receipt of the Superintendent's decision, appeal in writing to the Board of Education.
- b. The Board shall meet with the aggrieved person by the date of its next regularly scheduled Board meeting provided the grievance is submitted by the Wednesday prior to the next regularly scheduled Board meeting. In no case shall the appeal be delayed longer than thirty (30) calendar days.
- c. The Board shall render its decision within twenty (20) working days from the Board hearing date. The Board's decision will be in writing and submitted to the aggrieved person.

#### 4. Level Three

- a. In the event the aggrieved person is not satisfied with the decision of the Board, he/she may, within three (3) days after receipt of the Board's decision, request in writing to the Association President that this grievance be submitted to binding arbitration.
- b. The Association may within five (5) days after the receipt of such request (a total of eight days after the administrator has received the Board's decision) submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. Such submission shall set forth the provision or provisions alleged to have been violated by the Board of Education and shall be filed simultaneously with the Superintendent of Schools.
- c. The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly submit the grievance to the American Arbitration Association.
- d. The arbitrator designated shall hear and decide only one grievance at a time, and shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provision of this Agreement. The decision of the arbitrator shall be final and binding upon parties.
- e. Under no circumstances shall administrators approach individual Board members on questions of policy or administration.
- f. The cost of binding arbitration shall be borne equally by the Board and the Association.

#### E. Miscellaneous

- 1. Any agreement to alter the timetable of the grievance procedure shall be by mutual consent between the Board and the Association and reduced to writing.
- 2. Grievance records shall be kept separate from regular personnel records.
- 3. No reprisals of any kind shall be taken by either party against any individual by reason of such individual's participation or non-participation in the grievance procedure.
- 4. If an aggrieved administrator elects to carry a grievance to binding arbitration independent of the Association, then the cost for the services of the arbitrator shall be borne by the aggrieved.
- 5. If an aggrieved administrator elects to submit a grievance to binding arbitration, he/she must file such submission within fifteen (15) calendar days after receipt of the Board's decision under Level Two of the grievance procedure. Such submission shall state the provision or provisions alleged to have been violated by the Board of Education and shall be filed simultaneously with the Superintendent of Schools.

## ARTICLE VIII JUST CAUSE

No administrator shall be disciplined without just cause. This provision shall not apply to terminations, evaluations, transfers, assignments or oral reprimands.

## ARTICLE IX INSURANCE BENEFITS

- A. 1. The only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 ("SP2.0"). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.
  - 2. The premium cost share percentages for medical and Rx benefits under the SP2.0 shall be as follows:
    - Effective July 1, 2020, the employee shall pay 18.5% of the premium cost share for medical and Rx coverage.
    - Effective July 1, 2021, the employee shall pay 19% of the premium cost share for medical and Rx coverage.
    - Effective July 1, 2022, the employee shall pay 19.5% of the premium cost share for medical and Rx coverage.
  - 3. The premium cost share percentages for dental benefits under the SP2.0 (SP2.0-Option 5) shall be as follows:

- Effective July 1, 2020, employee shall pay 15% of the premium cost share for dental coverage.
- Effective July 1, 2021, employee shall pay 15% of the premium cost share for dental coverage.
- Effective July 1, 2022, employee shall pay 15% of the premium cost share for dental coverage.
- 4. Premium rates will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, and dental.
- 5. The premium rates will be as established by the State for single, employee + one and family, and for actives, pre-65 retirees, Medicare retirees and post-65 non-Medicare eligible retirees, but blended to provide for uniform rates across category for actives and retirees. This may result in active administrators paying a higher premium than the applicable rate listed, using Method 2, which distributes the difference evenly to all active members.
- 6. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Schedule B.
- 7. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0.
- 8. In the event the SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board's rights to leave SP2.0 for an equal or better plan as set forth in Section F of this Article.
- 9. The SP2.0 contains a Health Enhancement Plan ("HEP") component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.
- 10. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
- 11. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP

compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.

- B. If the total cost of the SP2.0 plan offered pursuant to this Agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue code Section 4980I), the parties shall commence mid-term negotiations in accordance with the Teachers Negotiation Act. During such mid-term negotiations, the Association and District shall reopen for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.
- C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a "Section 125" salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee's share of health insurance premiums.
- D. The Board shall also provide group life insurance coverage in an amount equal to two times the annual salary of each administrator rounded to the nearest \$500.00.
- E. Having successfully performed his/her contract obligations to the school system, an administrator who resigns is entitled to appropriate fringe benefits through August 31.
- F. Notwithstanding the foregoing, the Board shall have the right to change insurance carriers (including a change in third party administrators) in whole or in part, in order to provide insurance coverage set forth above provided that the plan(s) which result(s) from change in carriers or third-party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration. The HDHP/HSA plan that the Board offered administrators prior to implementation of the SP2.0, inclusive of all applicable premium cost share, deductible and plan design features, shall be considered a "substantially equivalent" plan for purposes of this Article.

The president of the Association shall be notified in writing within thirty days of any intention to change carriers or third-party administrators and shall have a reasonable opportunity to review the proposed changes, but shall have no more than thirty days from the date the new plan is presented to the Association. The proposed changes shall be presented to the Association through a Board Committee including a representative of the insurance carrier who will explain the proposed changes. If the Association does not approve of the proposed changes recommended by the Superintendent, it shall submit a written statement detailing the reasons for such disapproval, specifically listing the reduction in the level of coverage, benefits or administration to which it objects. The Association must submit this written statement within thirty days of the meeting noted above. Failure to submit such statement within the thirty days time period shall be deemed approval of the proposed plan and a waiver of any right to arbitrate the issue.

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a

written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage, and administration.

- G. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan in effect. Disputes concerning an employee's eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.
- H. The Plan documents for the above noted plan(s) shall be on file in the Business Office. The plan(s) documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with the summaries.
- I. DISABILITY PLAN: Upon appropriate written authorization by employees in the bargaining unit, the Board will make premium deductions from the first check of each month for any individual or group disability plan. It shall be the responsibility of the employee to address any deduction concerns directly with the disability company. It is understood that the Board assumes no responsibility for incorrect withholding, clerical errors, or rebates. Disputes as to eligibility, payments, coverage or any other provision of the disability plan are not the Board's responsibility but must be addressed directly to the insured's company. It is understood that the East Hampton Board of Education does not sponsor or promote the Standard Insurance Company group disability plan or any other disability plan in which employees may enroll. It is understood that the Board of Education does not guarantee the continuation of any group disability plan and that the disability insurance company may terminate said plan at any time. The East Hampton Administrators' Association shall indemnify and save the Board harmless from any claim, demand, lawsuit, or damages arising out of the Board's implementation of the payroll deduction for such plan.

## ARTICLE X PROFESSIONAL DEVELOPMENT

The Board shall provide a total yearly sum of twelve thousand five hundred dollars (\$12,500.00) for all administrators to draw on to take advantage of advanced course work. Use of the above sum shall be approved by the Superintendent.

#### ARTICLE XI MILEAGE

The Board will budget \$750 (in ten monthly checks of \$75) per year to reimburse administrators for all school related travel.

Should the administrator exceed the budgeted amount, he/she will be compensated additionally at the I.R.S. rates then in effect.

ARTICLE XII
SALARIES

- A. The salary schedule for administrators, designated as Schedule A is affixed hereto and made an integral part of this Agreement.
- B. Certificated administrators who have an earned doctorate shall be placed at a salary \$1,000.00 above the step to which they would otherwise have been entitled.
- C. Administrators who are promoted to positions within the bargaining unit shall be placed on that step which the administrator would have attained in his/her previous position on the effective date of the promotion.
- D. Administrators who are hired from outside the bargaining unit with previous administrative experience shall be credited with such experience as deemed appropriate for the position by the Superintendent of Schools.
- E. Tax Sheltered Annuity: The Board of education will contribute to a 403(b) account established by the administrator with a yearly contribution of the following:

```
$2,000 effective July 1, 2020
$2,750 effective July 1, 2021
$3,500 effective July 1, 2022
```

F. Supplemental Pay: The Board of Education recognizes that the work load and responsibility to oversee the summer school programs is an additional responsibility only assumed by the building administrator in which the summer school program is housed.

In order to establish equity in the responsibilities for all administrators in the summer, school buildings which house ESY summer school programs, the designated administrator of said building should receive a stipend of the following:

```
$2,500 effective July 1, 2020
$3,000 effective July 1, 2021
$3,500 effective July 1, 2022
```

#### ARTICLE XIII SEVERANCE PAY

A. Upon resignation due to disability or retirement, after ten (10) years of service in East Hampton in a certified position, an administrator shall receive a severance payment based upon accumulated unused sick leave. The payment will be made on the first business day of the month of January or July following the resignation or retirement as the administrator may elect, provided that the administrator shall notify the Superintendent at least four (4) months in advance of the effective date of such resignation or retirement. Failure to provide such notice shall delay such payment until the next payout date. The formula for amount of the payment is as follows: Administrators hired before July 1, 2014 will be paid twenty five percent (25%) of his/her accumulated unused sick leave at a per diem rate of contracted

base salary divided by 260. Administrators hired on or after July 1, 2014 shall not be eligible for this benefit.

#### ARTICLE XIV SEVERABILITY

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect.

## ARTICLE XV DURATION

The provisions of this Agreement shall be effective as of July 1, 2020 and shall continue and remain in full force and effect through June 30, 2023.

#### SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officer, hereunto duly authorized, and their seals affixed hereto as of the date and year first above written.

		EAST HAMPTON BOARD OF EDUCATION By
Date	9/23/19	<del></del>
		EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION CONNECTICUT FEDERATION OF SCHOOL ADMINISTRATORS Local 42J
		By
Date	9/23/19	

SCHEDULE A East Hampton Administrative Salary Schedule

2020-21	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	154;759	156,895	159,045	161,431	163,853
Middle School Principal	148,624	150,730	152,851	155,143	157,470
Center School Principal	145,863	147,954	150,061	152,312	154,596
Memorial School Principal	145,863	147,954	150,061	152,312	154,596
Director of Support Services	149,988	152,101	154,228	156,540	158,888
Director of Curriculum and Instruction	149,988	152,101	154,228	156,540	158,888
High School Assistant Principal	135,781	137,859	139,917	142,017	144,147
Middle School Assistant Principal	130,364	132,380	134,410	136,425	138,472
Memorial School Assistant Principal	124,913	126,901	128,903	130,836	132,800
•			•		
2021-22	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	157,854	160,033	162,226	164,660	167,130
Middle School Principal	151,597	153,745	155,908	158,246	160,620
Center School Principal	148,780	150,913	153,062	155,358	157,688
Memorial School Principal	148,780	150,913	153,062	155,358	157,688
Director of Support Services	152,987	155,143	157,312	159,671	162,065
Director of Curriculum and Instruction	152,987	155,143	157,312	159,671	162,065
High School Assistant Principal	138,497	140,616	142,716	144,857	147,030
Middle School Assistant Principal	132,971	135,027	137,098	139,154	141,241
Memorial School Assistant Principal	127,412	129,439	131,481	133,453	135,456
2022-23	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	161,011	163,234	165,471	167,953	170,473
Middle School Principal	154,629	156,820	159,026	161,411	163,832
Center School Principal	151,756	153,931	156,123	158,465	160,842
Memorial School Principal	151,756	153,931	156,123	158,465	160,842
Director of Support Services	156,047	158,246	160,458	162,865	165,307
Director of Curriculum and Instruction	156,047	158,246	160,458	162,865	165,307
High School Assistant Principal	141,267	143,429	145,570	147,754	149,971
Middle School Assistant Principal	135,631	137,728	139,840	141,937	144,066
Memorial School Assistant Principal	129,960	132,027	134,111	136,122	138,165

Longevity 10 Years = \$400

15 Years = \$600

20 Years = \$800

Administrators hired on and after July 1, 2017 shall not be eligible for longevity pay. Administrators not at top step will advance one step level in each year of the Agreement.



## A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

## The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees.

You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150\*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersery, and parts of New York, and United's Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.



## POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350  Family: \$350 per member (\$1,400 maximum)  Waived for HEP-compliant members	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay after you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 COpay (So copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 COPAY (So copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$o copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays <sup>1</sup> ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

<sup>1</sup> IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility. Outside your carrier's immediate service area: no co-pay.



## POS MEDICAL BENEFIT SUMMARY

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$o	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$o ·	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$o	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$o	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and
		30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$o	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

<sup>\*</sup>Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

<sup>\*\*</sup> Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.



### A MESSAGE FROM UNITEDHEALTHCARE

We are dedicated to helping people live healthier lives. This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.

#### Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com.

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



#### Oxford On-Call® Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach Oxford-On-Call, please call 800-201-4911. Press option 4. Oxford On-Call can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

#### Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.



## PRESCRIPTION DRUGS

PRESCRIPTION DRUGS	Maintenance <sup>+</sup> (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,20	o Family	

- + Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.
- ++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

#### Preferred and Non-Preferred Brand-Name Drugs

A drug's tier placement is determined by Caremark's Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

#### If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark's Coverage Exception Request form and it is approved. (It is not enough for your doctor to note "dispense as written" on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

#### Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mailorder pharmacy, or
- Fill your medication at a pharmacy that participates in the State's Maintenance Drug Network (see the list of participating pharmacies on the Comptroller's website at www.osc.ct.gov).



## **HEALTH ENHANCEMENT PROGRAM**

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

### Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE	AGE						
SCREENINGS	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	i per year	i every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1	At least 1 per year			
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

<sup>\*</sup>Dental cleanings are required for all members who are participating in the Partnership Plan

<sup>\*\*</sup>Or as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.



## **HEALTH ENHANCEMENT PROGRAM**

#### Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

#### If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- · Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

#### **Care Management Solutions**

(877) 687-1448 Monday - Thursday, 8:00 a.m. - 6:00 p.m. Friday, 8:00 a.m. - 5:00 p.m.

www.cthep.com



## YOUR BENEFIT RESOURCES

#### Office of the State Comptroller, Healthcare Policy & Benefit Services Division

www.osc.ct.gov/ctpartner 860-702-3560

#### UnitedHealthcare Oxford

http://partnershipstateofct.welcometouhc.com

Prior to Effective Date: 1-800-760-4566 After Effective Date: 1-800-385-9055

#### Caremark (Prescription drug benefits)

www.caremark.com 1-800-318-2572

#### CIGNA (Dental and Vision Rider benefits)

www.cigna.com/stateofct 1-800-244-6224

## Health Enhancement Program (HEP) Care Management Solutions (an affiliate of ConnectiCare)

www.cthep.com 1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.



kmerrifield@easthamptonct.gov



October 8, 2019

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 twenty one (21) refunds totaling \$4,937.48.

nempeld, come

Respectfully Submitted,

Kristy L. Merrifield, CCMC

Collector of Revenue

85.81 248.87 58.73 300.60 145.79	H H
343.18	
553.53	+
27.23	+
56.41	
311.45	200
354.44	+
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244.87	Ŧ
389.06	
462.97 E	H

021

4,937.48 TLH

#### BOARD AND COMMISSION SUMMARY SEPTEMBER 2019

#### **Arts & Culture Commission**

No meeting

#### **Board of Finance**

The Regular meeting of the Board of Finance was held on September 16<sup>th</sup> at 7:00 pm in the Town Hall Meeting Room. While no actionable items were discussed, Board members welcomed a representative from Citrine Power who presented information in regard to the solar power project underway on Skinner St and the virtual metering opportunity available for the town.

#### **Brownfields Redevelopment Agency**

The Brownfields Redevelopment Agency met on September 23<sup>rd</sup>. The new Town Manager introduced himself to the committee members. The members briefly spoke about Mr. Wolfram resigning from the committee. The members discussed the DECD STEAP Grant project, 103 Main Street, and the SEH updates. The members were informed of the Brownfields Rodeo at the December Brownfields conference in California. They discussed the process of the 'rodeo' and which properties to involve in the rodeo.

#### **Clean Energy Task Force**

No meeting

### **Commission on Aging**

The Commission on Aging held a special meeting on September 26<sup>th</sup>. Commission members received an update on senior services. There are two upcoming Thriving in Place seminars in October – How Not to Fall and A Roadmap for Medicare Covered Home Health Care. The Advocacy Group is planning a Candidate forum at the Senior Center on October 23<sup>rd</sup>. The Commission approved a letter to be sent to Town Council regarding the Commission's desire to be involved in the selection process for new members. The Housing Authority representative noted they are awaiting word on a grant for driveway improvements.

#### **Conservation-Lake Commission**

The Conservation Lake Commission met on September 12<sup>th</sup>. The members received a communications report from Mr. Hall. The public asked a few questions of the commission members. There was no plan review for the members to evaluate. The topics of the watershed projects, sub-committee report on education, advisory panel update, lake smart program, and the lake level were discussed. An aeration system by Mr. John Tucci of Everblue Lakes was brought up and talked about during New Business.

### **Design Review Board**

The Design Review Board met on September 19<sup>th</sup>. The members were presented with a plan review for a new building to replace an existing building damaged from a fire for applicant Saint Clements Marina. The members recommended approval of the plan once

they reviewed the plan and asked any questions they had for the presenters. The members elected Denise Carnahan as the new vice chairman for the board.

#### **Economic Development Commission**

The East Hampton Economic Development Commission met on September 17<sup>th</sup>. They discussed the business and tourism package, they reviewed the new businesses and the minutes from the last P&Z meeting, the new banner location and the spotlight on business, outreach reports, gaining attendance from the public for the meeting, town beautification, and the economic development association. The members talked with two business owners in the Village Center about having more signs added to the town directing people to the Village Center for shopping. They members also briefly discussed the East Haddam Business Expo.

#### **Ethics Commission**

No meeting

#### Fire Commission

The Board of Fire Commissioners met on September 9<sup>th</sup>. New member Darius Ledas was introduced to the rest of the commission. There were no bills or budget reports. Both the Fire Marshal and Fire Chief's reports were reviewed. They discussed fixing the priority list of dry hydrants, they received a brief update on the engine 2-12 project, they were updated on the OSHA complaint and the physicals, and the members discussed which building repairs and upgrading were needed.

#### **Inland Wetland Watercourses Agency**

The Inland Wetland Watercourses Agency met on September 25<sup>th</sup>. Agent Approvals:

The IWWA Agency unanimously voted at the last meeting to have Vice-Chairman Wilson do an agent approval for the following applications:

- Application IW-19-035, DCT, LLC., 86 Spellman Point Rd., to install a new patio and walkway from the road to the house within Upland Review Area Map 09A/Block 70/Lot 1.
- Application IW-19-040, Kevin Kuhr, 60 Spellman Point Road, Construction of a retaining wall within the Upland Review Area. Map 09A/ Block 70/ Lot 11

### New Applications:

- IW-19-041, James Marino, 100 Young St., demolition of existing house and construction of a new single-family home, and associated improvements, partially in the Upland Review Area. Map 21/Block 52/Lot 23A. Continued (5-0)
- IW-19-042, James Marino, 8 Carriage Dr., construction of a new single-family home and associated improvements, partially in the Upland Review Area. Map 21/Block 52/Lot 23-1. Continued (5-0)
- IW-19-043, Town of East Hampton, 60 North Main St., construction of water quality bio-swale and parking lot modifications at Sears Park. Map 04A/Block 63B/Lot 20. Continued (5-0)

• IW-19-044, Dean Brown, 207 Middle Haddam Rd., construction of deck and stairs to river in order to correct an error on a previously issued permit. Map 03/Block 18/Lot 36A Continued (5-0)

#### **Joint Facilities**

A Special meeting of the Colchester –East Hampton Joint Facilities Committee was held on Tuesday September 3<sup>rd</sup>. After weighing the cost of repairs at approx. \$24K vs replacement at approx. \$80K for the 2009 F450 Crane truck. The Board approved the replacement of "same as" type of truck.

#### Library Advisory Board

No meeting

#### Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on September 26<sup>th</sup>. The following Certificate of Appropriateness applications were reviewed and approved unanimously: Application 530 for 17 Fern Lane to install replacement entry door with sidelights for applicants Mark and Paula Deighton; Application 531 for 2 Keighley Pond Road to install new rain gutters for applicant Michael Gingras; Application 532 for 22 Knowles Road to amend the original house design to include elimination of the railings at the front stone steps leading to the street and to change the metal railings at the front steps to wood for applicant Alison F. Richard; Application 533 for 20 Keighley Pond Road to install solar panels on the back side of detached garage for applicant Aaron Loitz.

#### Parks & Recreation Advisory Board

At the September Parks and Recreation Advisory Board meeting Jeremy Hall thanked all of the Seamster Park Playground Committee and a group picture was taken. Jeremy Hall then updated the group on the status of the Airline Trail project. A motion will be needed at a future meeting on a request from Glastonbury Rowing Club to use Lake Pocotopaug and Sears Park for practices, more details are needed. Shawn Mullen gave a report and wrap-up of summer programming and gave a detailed layout of Fall and Winter upcoming programs.

### **Planning & Zoning Commission**

The Planning & Zoning Commission met on September 4<sup>th</sup>. Public Hearings:

- PZC-19-013: Aaron Tyler, 13 North Main St., for a Special Permit (Sec.8.4.B.1.2) to sell alcohol at Sweet Jean's Café. Map 01A/Block 39A/Lot 28B. Approved
- PZC-19-015: Kellie Gosselin, 27 Flanders Rd., for a Zone Change from R-4 to R-1. Map 26/Block 85/Lot 31. Approved
- PZC-19-014: Kellie Gosselin, 27 Flanders Rd., for a Special Permit for an accessory dwelling unit (Sec. 8.4.M). Map 26/Block 85/Lot 31. Approved
- PZC-19-010: Roncalli Institute, Inc., 49 Oakum Dock, for a Zone Change from R-2 to Commercial. Map 02/Block 9A/Lot 2. Continued
- PZC-19-011: Roncalli Institute, Inc., 49 Oakum Dock, for a Special Permit to construct an Assembly Hall in the Commercial Zone (Sec. 5.2.C). Map 02/Block 9A/Lot 2. Continued

#### **New Business:**

- PZC-19-016: Dean Brown, 26 Barton Hill Rd., for an Amendment to the Zoning Regulation (Sec. 8.4.I), Bed & Breakfast. Map 02A/Block 47/Lot 40. Public hearing scheduled for October 2, 2019
- PZC-19-017: South Road Marlborough, LLC., 98 Middletown Ave., for a zone change from Industrial to R-4. Map 12/Block 48C/Lot 4. Continued

#### **Town Facilities Building Committee**

The Town Facility Building Committee met on September 5<sup>th</sup>. Dave Schulman from Suburban Stationers presented to the committee about furnishings for the new building. The members received an update from the architect, construction manager, and the OPM. There was a discussion about Coastal Materials and their contract. The members approved four invoices. The members were told about the article that went into the latest Events Magazine and suggested getting an interior photo for the next article.

The Town Facility Building Committee met on September 19<sup>th</sup>. The members received updates on the progress. Photos and pricing on the furnishings have been received from Suburban and Strategic. They are looking at pricing on the radio tower antenna conduit. They are prepping for the sallyport stairs. CNG is starting work on Monday. They are getting ready for the fine grading of the road and parking lot. The top coat of asphalt will be done in October. Line striping is scheduled between October 30<sup>th</sup> and November 5<sup>th</sup>. There was discussion on moving the top coat to spring. Mr. Motto will look into this. Windows will be in on Friday. The vestibule glass is on hold. Interior drywall will be starting soon. They are able to sheetrock one side of each interior wall. The Eversource easement is waiting on subordinations then it can be filed. There is an issue with the folding partition in the community room. It is supposed to have wall covering on it to match the other wall coverings. The specs indicate that it is to be supplied by the owner but that is incorrect. Invoices were approved for Amenta Emma and E2 Engineers.

### **Water Pollution Control Authority**

The Water Pollution Control Authority Committee held their regular meeting on Tuesday September 3<sup>rd</sup>. The WPCA was notified of iron in the drinking water at Village Center. Well 2 has been scheduled for a storage tank inspection, green sand filter replacement (2), storage tank cleaning and system flushing to be done in the next few weeks. Notices have been sent to the Village Center property owners and posted on the Town web site. The Pine Trail Force Main design has been submitted and it should be ready for bid in December with an estimated spring start. Work has started on the North Main Street pump station and should be completed by December. Contribution of \$20k to the Public Works Old Marlborough Rd paving project was approved.

A Public Hearing was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Tuesday September 3<sup>rd</sup>. The purpose being to hear the proposed 2019/20 Sewer Use Rates. The notice of Public Hearing was read. Approx. 9 citizens were in attendance. Sewer Rates were unanimously approved. Vote 5-0

### **Zoning Board of Appeals**

The Zoning Board of Appeals met on September 9<sup>th</sup>. Public Hearings:

- Application ZBA-19-009, Brian Galovich, 35 Highland Terrace, for a variance to Increase the lot coverage from 10% to 13.5% to pave a driveway. Map 18/Block 44/Lot 78-28. Approved (5-0)
- Application ZBA-19-010, Laura Kupper, 32 Colchester Ave., for a variance to reduce the side setback from 25' to 7.5' to place a 12' x 20' pre-fab shed for storage. Map 07A/Block 55/Lot 16A. Approved (5-0)



**BOARD MEMBERS** 

Andrew Tierney, Chairman Stan Soby, Vice Chairman Peter Hughes, Treasurer Susan Bransfield Rosemary Coyle Emmett Lyman David Cox Kate Morris



DIRECTOR of HEALTH Russell Melmed, MPH

Colchester, East Kaddam, East Kampton, Kebron, Marlborough, & Portland

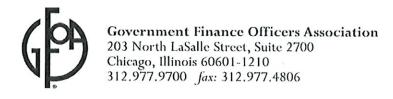
#### FOR IMMEDIATE RELEASE

On Tuesday, 10/1/2019, the Connecticut Department of Public Health confirmed that cases of Eastern Equine Encephalitic Virus (EEE) have been confirmed in one resident from East Haddam and one resident from Colchester. The resident from East Haddam became ill during the second week of September. The resident from Colchester remains hospitalized, and became ill during the third week of August.

Both residents were likely bitten by infected mosquitos during peak mosquito season. Though mosquito populations have declined considerably since that time, the risk for EEE will not be completely over until after the first hard frost.

Chatham Health District is recommending that residents take the following steps to prevent diseases transmitted by mosquitos. These recommendations will remain in place until the first hard frost:

- Avoid outdoor activities during peak mosquito biting times. The hours from dusk to
  dawn are when many mosquitoes are active. Consider rescheduling outdoor activities
  that occur during evening or early morning, especially if those activities are planned
  near freshwater marshes, swamps and other wet wooded areas that are breeding
  grounds for mosquitoes that transmit EEE.
- Apply Insect Repellent when Outdoors. When used as directed, Environmental Protection Agency (EPA)-registered insect repellents are proven safe and effective. Use an EPA-registered insect repellent with one of the following active ingredients: DEET, Picaridin, IR3535, Oil of lemon eucalyptus (OLE), Para-menthane-diol (PMD), 2-undecapage
- **Cover up.** Wearing long-sleeves, long pants and socks when outdoors will help keep mosquitoes away from your skin.
- Install or Repair Screens. Keep mosquitoes outside by having tightly-fitting screens on all of your windows and doors.





September 26, 2019

Michael Maniscalco Town Manager Town of East Hampton 20 East High Street East Hampton, CT 06424

Dear Mr. Maniscalco:

We are pleased to notify you that your comprehensive annual financial report (CAFR) for the fiscal year ended 2018 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and that appropriate publicity will be given to this notable achievement. A sample news release is enclosed to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine

Director, Technical Services Center

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#### FOR IMMEDIATE RELEASE

09/26/2019

For more information contact: Michele Mark Levine, Director/TSC Phone: (312) 977-9700

Fax: (312) 977-4806 E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Town of East Hampton** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of over 20,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.