


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: April 4, 2024

SUBJECT: Agenda Information – 4/9/2024

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

**5 Presentations**

**5a Clean Energy Regarding East Hampton membership in Sustainable CT** – The Town Council will receive a presentation from the members of the Clean Energy Task Force about the Sustainable CT program and the Town’s potential membership in the program. Sustainable CT is a voluntary program that aims to encourage, support and recognize the efforts of municipalities to enact sustainable, equitable and inclusive measures within their communities. The Sustainable CT website (<https://sustainablect.org/>) lists the following as its mission.

*“To foster inclusive, resilient, and vibrant Connecticut municipalities that provide opportunities for all to thrive by: providing a menu of sustainability actions that build local economies, support equity, and respect the finite capacity of the environment; offering technical assistance to help advance sustainability initiatives; and recognizing and certifying municipalities for their achievements.”*

**6 Bids and Contracts**

**6a Review of Mowing Services Bid** – The Council is asked to consider the bids received for mowing services. Staff is recommending that all bids be rejected and that no award be made pursuant to the RFP. The bidding form called for three different base bids on which bidders could propose pricing. Individual bidders could bid on one or more of the sections, which included municipal properties, cemeteries, and educational facilities and fields. As noted to the Board of Finance, the cost of mowing at educational facilities and athletic facilities would not save the Town money overall. There may be savings associated with the mowing of Town facilities and Cemeteries as well as potential improvements in the service level with a private contractor. However, due to concerns with the apparent low bidder and their lack of response to inquiries since bidding and over the company’s actual ability to provide the services, staff is recommending that all responses be rejected. Based on the known cost of the work to be performed, which is below the bidding thresholds of the Town Code, staff will solicit new quotations from the low bidders and anticipates entering into an agreement with one of the firms. Performing this service with an outside contractor will allow the Town to eliminate a part time position and save costs. The Board of Finance recommended budget includes the reduction in costs.

Recommendation: Reject all bids received for mowing services.

**6b Consideration of the Police Vehicle Maintenance and Towing Bid** – The Council is asked to review and approve a one year contract for maintenance of police vehicles and towing services. One bid was received in response to the Request for Proposals from Belltown Motors. The proposal calls for an increase of \$5 per hour (4.6%) for service (\$107 to \$112) and a \$1 increase in the cost of tire disposal (\$4 to \$5) as well as discounted parts pricing. As noted in Chief Woessner’s memo, Belltown Motors has provided excellent services to the Police Department and other departments for many years. Maintenance services are budgeted at \$25,000 annually.

Recommendation: Approve the one year contract.

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

**7a Proclamation regarding Lions Club Choose Kindness Week** – In follow up to the presentation from the Lions Club at the March 26 meeting, the Council is asked to consider presentation of a proclamation declaring the week of April 15 as Choose Kindness Week in East Hampton.

**8 Continued Business**

**8b Discussion regarding protection of the Lake Pocotopaug Watershed Area** – In follow up to the discussion at the March 26 meeting, the Council will continue its discussion of steps that have been taken and additional steps it may want to take regarding development protections in the Lake Pocotopaug Watershed area, which is defined in Town regulations.

Recommendation: Review actions and determine next steps

**9 New Business**

**9a Consideration of potential fee updates for FY 2025** – The Council is asked to review the fee schedule for the fiscal year beginning July 1, 2024. Most fees are not proposed for change, but some items have been noted for increase due to increased costs for those services. Additionally, the Council is asked to consider implementing fees related to certain fire safety related permits. The Fire Marshal is suggesting implementation of fees related to commercial building activity that triggers compliance with the State Fire Safety Codes including construction and installation of fire alarms, sprinkler systems or hood systems. No charges are suggested for other required permits and no fee is proposed for the various operational inspections that are performed. Currently, these reviews are performed, permits are issued, and inspections are performed for these projects and no fees are charged for fire safety review. Only the standard building related permit fee is charged. The intent of the proposed fees is to implement a user based fee for these reviews and related inspections.

Recommendation: Approve the fees as appropriate for FY 2025.

**9b Review and discussion regarding the Board of Finance recommended FY 25 budget** - The Board of Finance approved various motions recommending to the Town Council the FY 25 budget. The action recommended a total budget of \$56,692,419, which is an overall reduction of \$1,098,838 from the originally proposed amounts. Reductions were made to the general government, education and transfers budgets. The Board of Finance also recommended a Capital Improvements Plan in the amount of \$2,389,355, which is a reduction of \$406,945. The Board of Finance also approved alternative funding sources for purchases within the Capital Improvements Plan that facilitated reduction in the transfer from the General Fund via taxes. It is expected that a summary document will be created and forwarded to the Council shortly. That document will also be made available to the public. In the interim, a summary of the motions made by the Board of Finance are included in this packet.

Recommendation: Review the recommendation and determine how to proceed.

**9c Consideration of actions related to the Police Chief's employment contract** – The Council is asked to authorize continued employment of Police Chief Woessner beyond the expiration of his contract on April 23 and to replace the contract with a standard letter of employment as well as the Town's Employee Handbook and subject to State Statute section 7-278. All employee appointments are made by the Town Manager and the letter of employment will be drafted by me. In the last few years, the individual employment agreements held by certain employees were allowed to expire and the employees remained with the Town. This made them subject to the normal employee rules and all other provisions of Town employment without any special conditions that may be found in their contracts. This is the intent with Police Chief Woessner. However, his contract holds a specific provision that requires action by the Council. The provision indicates that unless action is taken by both parties to either extend or negotiate a successor agreement, it is understood that the Chief has voluntarily resigned. If the Chief is employed without a contract, as noted, he would be subject to the standard rules, including the provision of statutes that indicate a Chief of Police may only be terminated for cause. The Council is asked to determine whether the lack of a contract is acceptable or whether it wishes to extend the term of the existing contract.

Recommendation: Approve continued employment without a contract.

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

**Town of East Hampton  
Town Council Regular Meeting  
Tuesday, March 26, 2024  
Town Hall Council Chambers and Zoom**

**MINUTES**

**Present:** Chairman Dean Markham, Vice Chairperson Karen Wanat, Council Members Deborah Cunningham, Tim Feegel, Richard Knotek, Jack Solomon, and Jordan Werme and Town Manager David Cox.

**Call to Order & Pledge of Allegiance**

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

**Adoption of Agenda**

A motion was made by Mr. Solomon, seconded by Ms. Cunningham, to adopt the agenda as submitted. Voted (7-0).

**Approval of Minutes**

**Regular Meeting of March 12, 2024**

A motion was made by Mr. Solomon, seconded by Ms. Wanat, to approve the minutes of the Town Council Regular Meeting of March 12, 2024 as submitted. Voted (7-0).

**Public Remarks**

Bob Yenkner, 83 Spellman Point Road, Lori Wilcox, 4 Hawthorne Road, Susan McFarland, 52 Meeks Point Road, Kevin Reed, Justin Kelly, 31 Lakewood Road, Daniel Silva, Cornwell Terrace, Dennis Jenks, 33 Meeks Point Road, Linda Schroth, 47 Spellman Point Road, Marty Podskoch, 43 O'Neill Lane, Sabrina Martucci, 31 Lakewood Road, and Wes Jenks, 45 Meeks Point Road, provided comments on water runoff into the lake from the development behind the Town Hall and the logging being done on the property at the top of Lakewood Road. Comments were made about the same issues happening 30 years ago when Lake Vista was in the process of being built. Also, the environmental impact of the Lakewood Road property was discussed including possible endangered species.

Derek Johnson, 36 Lakewood Road, commented on the staff and resources in the Planning & Zoning Department and Inland Wetlands including the vacant Town Planner position.

Barbara Moore, 7 Overlook Road, reported that she is on the CT Office of Tourism Board noting if anyone has any tourism ideas for the town or questions they can contact her.

**Presentations**

**Presentation from East Hampton Lions Club on Choose Kindness Program**

Lions Club member Mary Krogh provided an overview of a new Lions Club initiative called Choose Kindness. The program began with a plan to work with the school system, but it has expanded to a townwide program including town agencies and businesses during the week of April 15–19. A proclamation will be prepared for the next meeting for Choose Kindness.

## **Bids & Contacts**

### **Consideration of Actions Related to Wopowog Road Culvert Replacement**

- **Review and Possible Approval of Contract**
- **Consideration of a Motion to Allocate ARPA Interest Funds to the Project**

Director of Public Works Matt Walsh provided an overview of the memos provided regarding the replacement of the Wopowog Road Culvert over Safstrom Brook. The memos will be included with the minutes filed in the Town Clerk's Office.

A motion was made by Ms. Wanat, seconded by Mr. Solomon, to award the bid for the culvert replacement on Wopowog Road to Southern Industries Corporation of Tarrytown, NY in the amount of \$400,850. Voted (7-0)

A motion was made by Ms. Wanat, seconded by Mr. Werme, to allocate up to \$100,000 in ARPA interest funding to the Wopowog Road Culvert Replacement project. Voted (7-0)

### **Resolutions/ Ordinances/ Policies/ Proclamations**

None

## **Continued Business**

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

Mr. Solomon reported that the Housing Authority grant work is nearing completion at the Housing Authority properties.

Mr. Feegel reported that the Water Committee will meet on Thursday, March 28<sup>th</sup> at 5:30pm.

Ms. Cunningham reminded everyone that the Library survey is still underway.

Mr. Knotek asked residents to consider applying for town boards and committees.

Mr. Markham would like a letter sent to the residents who spoke tonight to apply for boards and commissions.

Mr. Werme thanked those that attended the Listening Sessions.

Ms. Wanat reported that the field use committee that is looking at future fields for the Hawks football met and have found some potential future fields.

## **New Business**

### **Update, Discussion & Potential Action Regarding Town Owned Environmental & Conservation Easements**

Ray Zatorski, Vice Chairman of the Planning & Zoning Commission and Rowland Rux, Planning & Zoning Commission member provided information on the conservation easement on High Point Drive. The Planning & Zoning Commission always gives as much latitude to property owners as is within statutes and regulations to present their side of the issue. In this case the property owner indicates that proof exists that there was a previous building on the property and if so a building would be able to be grandfathered in. The Commission has yet to see proof of a stairway to the river. The property owner has asked for continuances. Mr. Zatorski will be making a motion based on what is presented at the

next meeting in April. He also indicated that they are always looking for conservation easements in developments in order to protect the environment.

### **Update, Discussion & Potential Action Regarding Erosion Control Measures**

Mr. Solomon reported that there is visibly brown water flowing into the lake coming from the pond below Town Hall and from the development behind Town Hall. Mr. Motto and John Tucci of Everblue Lakes agreed on some actions to help with the contamination, most of which has been done. An installation of Aquaflex near the Poets section will be done in early April. He feels the Town Council should work on the Town's permitting process. He and other Council members feel there should be a joint meeting with Town Council, Inland Wetlands, Planning & Zoning Commission, the Conservation-Lake Commission and town staff regarding permitting and approvals.

A motion was made by Mr. Solomon, seconded by Ms. Wanat, to plan a workshop with the above groups to discuss permitting and enforcement procedures and recommend improvements to those processes. Voted (7-0)

### **Town Manager's Report**

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office. He highlighted that early voting is in process.

### **Appointments**

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to reappoint Bonnie Berkovich to the Commission on Aging with a term through December 31, 2026 and Daniel Roy to the Parks & Recreation Advisory Board with a term through December 31, 2026. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to move Chris Dart from a full member to an alternate member of the Middle Haddam Historic District Commission with a term through December 31, 2028 and move Casey Donnelly from an alternate member to a full member of the Middle Haddam Historic District Commission with a term through December 31, 2025. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to appoint Mary Milewski to the Economic Development Commission with a term through December 31, 2024. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to appoint Robert Hart as an alternate member of the Conservation-Lake Commission with a term through June 30, 2026. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to appoint Dale Herrick to the Parks & Recreation Advisory Board with a term through December 31, 2026. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to appoint Robert Spooner to the Brownfields Redevelopment Agency with a term through June 30, 2028. Voted (7-0).

A motion was made by Mr. Knotek, seconded by Ms. Wanat, to appoint Anne Loranger to the Library Advisory Board with a term through December 31, 2025. Voted (7-0).

### **Tax Refunds**

A motion was made by Mr. Feegel, seconded by Mr. Solomon, to approve tax refunds in the amount of \$2,966.54. Voted (7-0).

### **Public Remarks**

Chuck Yenkner, 65 Spellman Point Road, commented that if the developers are not obeying the law they need to be stopped. The Council can't affect the regulations, but they should give management direction to the regulatory boards.

Chris Osterman, 15 Lakewood Road, feels there is a lack of oversight on development. Things need to happen now to avoid more drainage into the lake.

Derek Johnson, 36 Lakewood Road, noted the need for a full-time Town Planner and a moratorium/temporary freeze should be placed on development to protect the town.

Karen Johansmeyer, 16 Penny Corner Road, Portland, supports the comments of Barbara Moore with respect to tourism and inquired about a fife and drum muster in town and also commented on the lake.

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

**Letter to Residents Regarding Wopowog Road Culvert Replacement**

**Letter from Siting Council Regarding Cell Tower at 94 East High Street**

Council members received the two letters indicated above and also a thank you letter was received from Jo Ann Ewing for her retirement party.

### **Executive Session**

#### **Land Acquisition**

A motion was made by Ms. Wanat, seconded by Mr. Knotek, to enter Executive Session at 8:19pm to discuss land acquisition with Town Attorney Richard Carella and Town Manager David Cox invited into the session. Voted (7-0).

No action will be taken after Executive Session other than Adjournment.

Executive Session ended at 9:18pm.

### **Adjournment**

A motion was made by Mr. Knotek, seconded by Ms. Cunningham, to adjourn the meeting at 9:18pm. Voted (7-0).

Respectfully Submitted,

Cathy Sirois  
Recording Clerk

East Hampton  
Resolution Supporting Participation  
In the Sustainable CT Municipal Certification Program

WHEREAS, Sustainable CT fosters inclusive, resilient, and vibrant Connecticut municipalities that provide opportunities for all to thrive by providing a menu of sustainability actions that build local economies, support equity, and respect the finite capacity of the environment; offering technical assistance to help advance sustainability initiatives; and recognizing and certifying municipalities for their achievements.

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities.

WHEREAS, East Hampton embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT.

RESOLVED, that the East Hampton Town Council hereby authorizes a member of the East Hampton Clean Energy Task Force to serve as East Hampton's Sustainable CT contact person for the Sustainable CT Municipal Certification process and authorize this person to complete Municipal Registration on behalf of East Hampton.

RESOLVED, that to focus attention and effort within East Hampton on matters of sustainability, and to promote East Hampton Town Council's local initiatives and actions toward Sustainable CT Municipal Certification, East Hampton Town Council authorizes the East Hampton Clean Energy Task Force to form a subcommittee to serve as the Sustainability Team until such time that it is deemed necessary to stand up a separate and dedicated Sustainability Task Force.

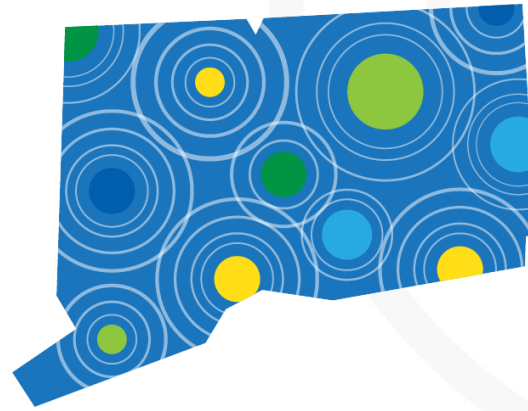
RESOLVED, that the first meeting of the Sustainability Team will be held within 90 days of passing this resolution and that the Sustainability Team shall meet as frequently as needed, but no less than quarterly.

RESOLVED, that the Sustainability Team shall report annually to the East Hampton Town Council on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.



# Sustainable CT

Local Actions. Statewide Impact.®

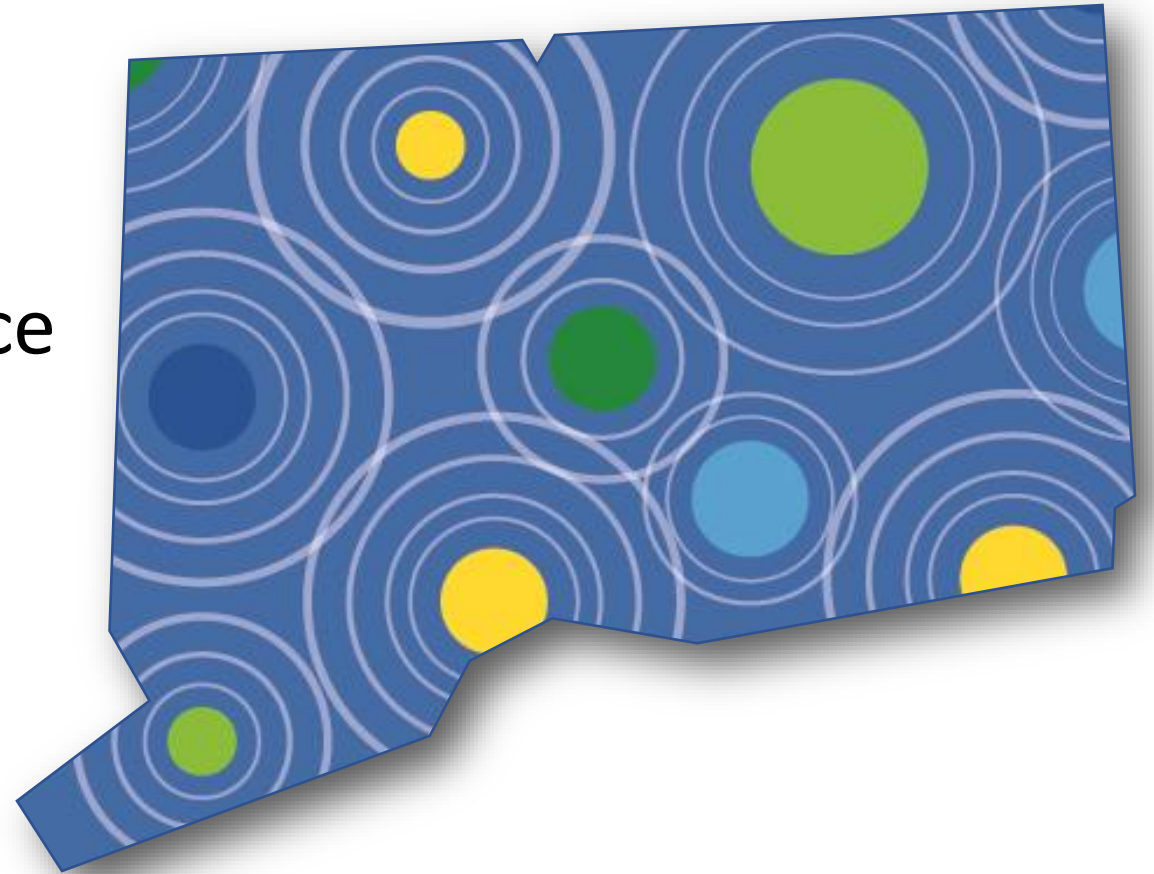


East Hampton

## Intro to Sustainable CT

# Sustainable CT

1. Overview
2. Roadmap of Actions
3. Resources: Technical Assistance and Funding
4. Certification
5. Impact and Benefits
6. Get involved



# Advancing Sustainability Through...



## Roadmap

- Menu of sustainability actions



## Resources

- Technical assistance and funding



## Certification

- Recognition and celebration of achievements



# Roadmap of Actions

# Roadmap of Voluntary Actions

1. Inclusive and **equitable community** impacts
2. Thriving **local economies**
3. Well-steward **land and natural resources**
4. Vibrant and creative **cultural ecosystems**
5. Dynamic and resilient **planning**
6. Clean and diverse **transportation** systems
7. Renewable and efficient **energy infrastructure and operations**
8. Inclusive **engagement, communication and education**
9. Strategic **materials management**
10. Optimal **health and wellness** opportunities
11. Healthy, efficient, and diverse **housing**
12. Effective, compassionate **homelessness prevention**
13. Innovative **strategies and practices**



# Clean and Diverse Transportation

## Action 6.4: Support Zero Emission Vehicle Deployment

- Sponsor or host a ZEV promotional event or education workshop
- Participate in a training related to electrification of municipal vehicles
- Replace municipal fleet vehicles to reduce emissions
- Assess where ZEV charging infrastructure is needed in your community
- Install electric vehicle charging stations for public use



**ELECTRIC CAR SHOW**  
**SATURDAY EAST HAMPTON**  
**JUNE 3 HIGH SCHOOL**

Join us as we showcase *electric, hybrid, and alternative fuel vehicles*.  
Local residents are invited to show off their clean energy machines.  
Dealerships will be showing off their electric vehicles.  
Are you a civic group, club or organization interested in clean energy?  
Host a booth at the show and get the word out about yourselves!  
There is **no registration fee**.

**OWNERS, COMPANIES & ORGANIZATIONS WELCOME!**  
**FOOD & MUSIC • 11AM TO 3PM • RAIN DATE JUNE 4**  
**SPONSORED BY THE EAST HAMPTON**  
**CLEAN ENERGY TASK FORCE**

**TO REGISTER:**  
PHONE: 860-800-9990  
EMAIL: EHCEFT@GMAIL.COM  
WWW.TINYURL.COM/EHCARSHOW

A green cartoon car with a smiling face and a charging cable plugged into its side.

# Renewable and Efficient Energy

## Action 7.7: Implement a Community Energy Campaign

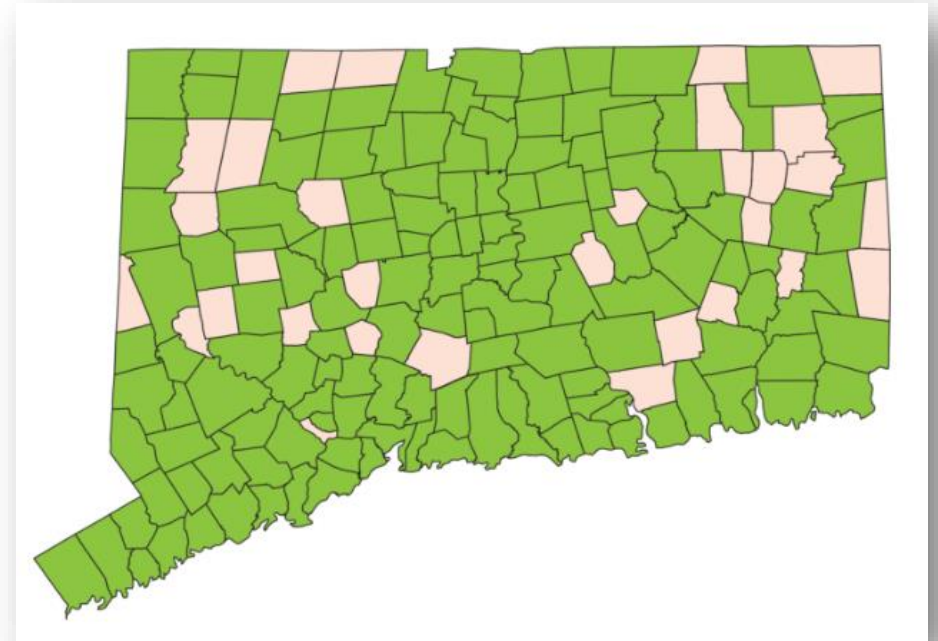
- Implement a community energy campaign to promote adoption of energy practices or technologies
- Examples of community energy campaigns include campaigns to promote the adoptions of:
  - Heat pumps (air-source or ground-source), solar energy, battery storage, home energy audits, weatherization, energy upgrades



# Renewable and Efficient Energy

## Action 7.9: Participate in and Promote the C-PACE Program

- Pass a municipal resolution to opt-in to C-PACE
- Encourage local building owners to access C-PACE financing
- Earn credit for C-PACE projects approved by the Green Bank for commercial and industrial buildings undertaking clean energy improvements on their property







# Resources

# Support and Technical Assistance



Equity Coaches



Workshops, Training



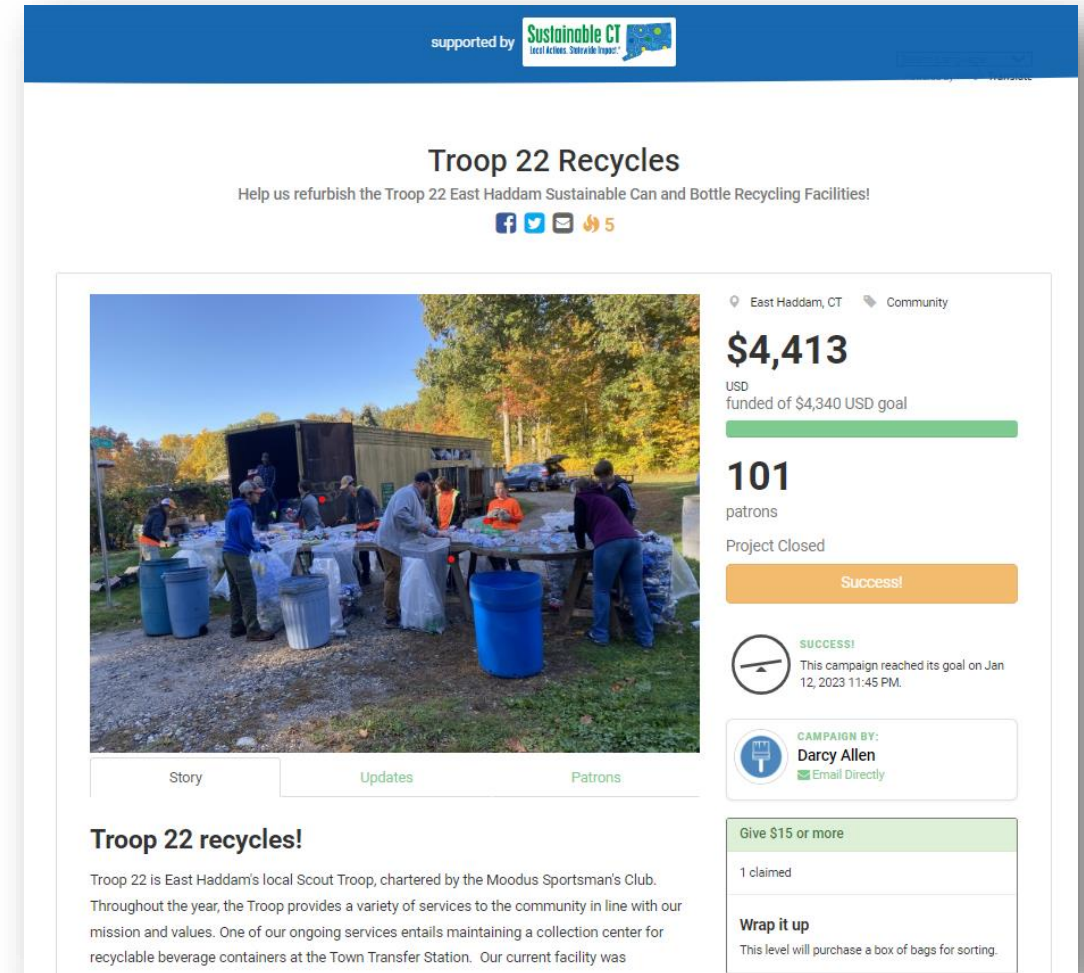
Technical Assistance Partners



Fellowship Program

# Community Match Fund

- Fast, easy, flexible, no deadlines
- Anyone with a good idea to improve their community
- Crowdfunding doubled by **\$1-to-\$1** matching grant from Sustainable CT
- Up to **\$7,500** from matching grant
- Coaching and support for project leaders
- Nearly **\$4 million** invested in almost **300** community-led projects statewide



The screenshot shows a crowdfunding campaign page for "Troop 22 Recycles" on the Sustainable CT platform. The page header includes the Sustainable CT logo and the text "supported by Sustainable CT Local Actions. Statewide Impact." The campaign title is "Troop 22 Recycles" with the subtitle "Help us refurbish the Troop 22 East Haddam Sustainable Can and Bottle Recycling Facilities!". Below the title are social media icons for Facebook, Twitter, Email, and a fire icon with the number 5. The main content area features a large photograph of volunteers working at recycling tables outdoors. To the right of the photo, the campaign status is "Project Closed" and "Success!". The funding progress is shown as "\$4,413 USD funded of \$4,340 USD goal" with a green progress bar. Below this, it says "101 patrons". A "Success!" notification states: "This campaign reached its goal on Jan 12, 2023 11:45 PM." The campaign is led by "Darcy Allen" with an "Email Directly" option. At the bottom, there is a "Give \$15 or more" section with "1 claimed" and a "Wrap it up" section with the text "This level will purchase a box of bags for sorting." The page footer includes the Sustainable CT logo and tagline "Local Actions. Statewide Impact."

supported by **Sustainable CT**  
Local Actions. Statewide Impact.

## Troop 22 Recycles

Help us refurbish the Troop 22 East Haddam Sustainable Can and Bottle Recycling Facilities!

Facebook Twitter Email 5

East Haddam, CT Community

**\$4,413**  
USD  
funded of \$4,340 USD goal

**101**  
patrons

Project Closed

Success!

SUCCESS!  
This campaign reached its goal on Jan 12, 2023 11:45 PM.

CAMPAIGN BY:  
**Darcy Allen**  
Email Directly

Give \$15 or more

1 claimed

Wrap it up  
This level will purchase a box of bags for sorting.

Story Updates Patrons

### Troop 22 recycles!

Troop 22 is East Haddam's local Scout Troop, chartered by the Moodus Sportsman's Club. Throughout the year, the Troop provides a variety of services to the community in line with our mission and values. One of our ongoing services entails maintaining a collection center for recyclable beverage containers at the Town Transfer Station. Our current facility was



# Certification

# Certification



## **2024 Bronze Certification Requirements**

Complete **1 Equity Toolkit** in Action [Optimize for Equity](#).

Complete at least **1 action** in each of the categories (1-12).

Successfully complete actions totaling **200 or more points**.



## **2024 Silver Certification Requirements**

Complete **3 Equity Toolkits** in Action [Optimize for Equity](#).

Complete at least **1 action** in each of the categories (1-12).

Successfully complete actions totaling **500 or more points**.



## **2024 Gold Certification Requirements**

Complete **all actions** in Category 1, Inclusive and Equitable Communities, including **4 Equity Toolkits** in Action 1.1, [Optimize for Equity](#).

Complete at least **1 action** in each of the Categories 2-12.

Achieve [Climate Leader Designation](#).

Complete Action 8.6, [Collaborate with Other Municipalities on Sustainability Actions](#).

Successfully complete actions totaling **750 or more points**.

# Climate Leader Designation

- The Climate Leader Designation is an add-on to certification, showcasing towns that complete high impact actions that reduce GHG emissions and build resilience
- Municipality can choose any combination of Climate Leader actions to earn 150 points

## Goals:

- Create high visibility around climate action within the Sustainable CT framework
- Accelerate municipal implementation of high-impact actions that reduce harmful GHG emissions and prepare communities for the impacts of climate change
- Advance and align with state climate goals through collective municipal action



# Recognition



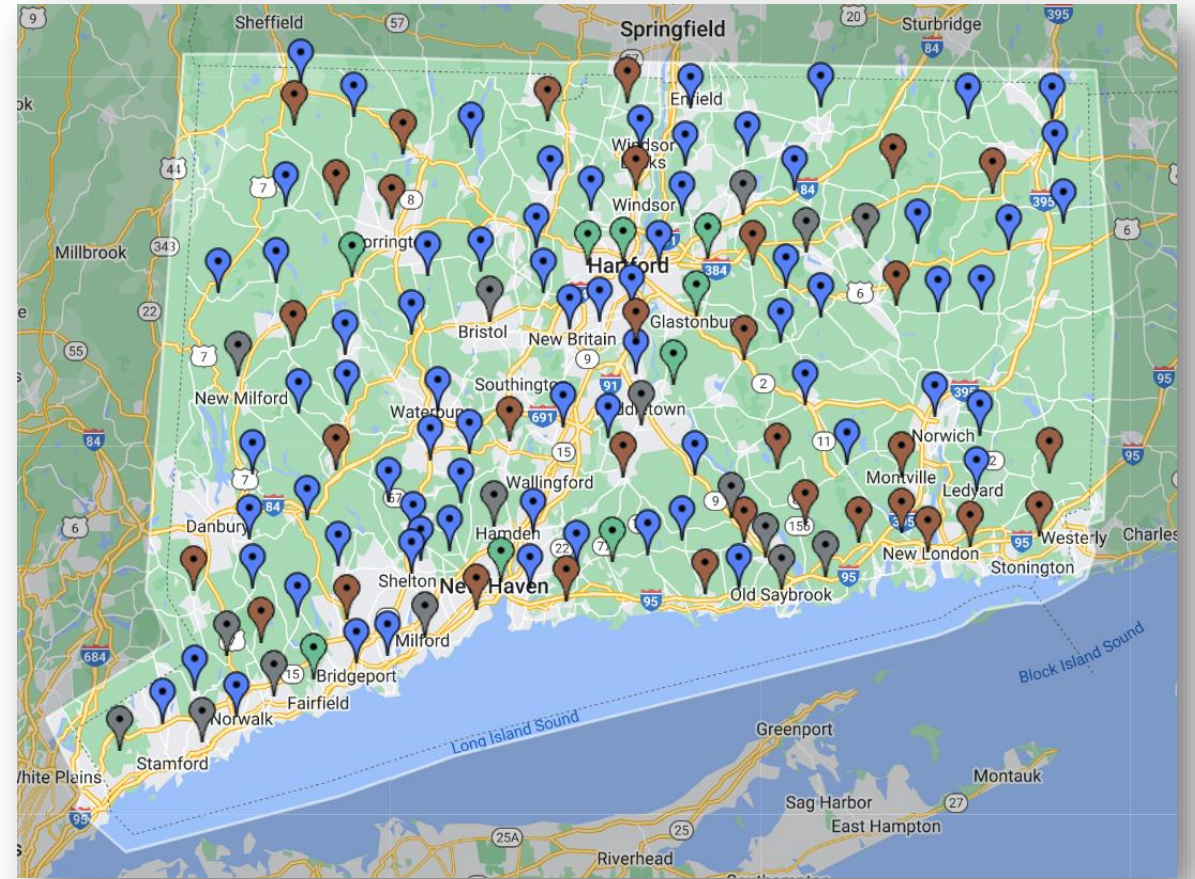


# Impact and Benefits



# Impact

- **131** CT towns participating (78%)
- **58** towns certified
- More than **3,328** sustainability actions implemented
- Nearly **\$4 million** invested in community-led projects
- Connected, inclusive, resilient communities



# Benefits



***“We are proud to see Hartford recognized once again with a Sustainable CT silver-level certification... and I want to thank Sustainable CT for their leadership in building a more sustainable Connecticut.”***

—Mayor Luke Bronin, Hartford

- Protects the environment and reduces greenhouse gases
- Saves money
- Provides a rallying point and collective vision
- Offers access to matching funds for projects
- Recognizes/showcases your accomplishments and commitment to sustainability
- Promotes civic pride
- Attracts new business, smart development, a skilled workforce and new families



***“Thanks to Sustainable CT’s jump-start, I Heart My Home CT is assisting other agencies and municipalities to meet their residential energy efficiency targets.”***

—Kathy Fay, Director of Community Sustainability, NHS New Haven



***“The [Equity] Coach helped us sharpen our focus on reaching out to the East Hartford community, to gain input and suggestions of individuals who may be underserved.”***

—Tom Baptist, Director of Public Works, East Hartford



***“This fellowship gave me a unique professional experience at the intersection of nonprofit work and municipal government.”***

—Adrian Huq, 2022 Sustainable CT Fellow with Naugatuck Valley Council of Governments

The background features three sets of concentric circles. The top-right set has a yellow center, the bottom-right set has a blue center, and the left set has a green center. The text 'Get Involved' is positioned over the green circle.

**Get Involved**

# Become a Sustainable CT Community

1

Pass a resolution, establish a Sustainability Team.

2

Register your community at [sustainablect.org](http://sustainablect.org).

3

Set a vision for how to improve your community using Sustainable CT's roadmap.

## TEMPLATE

[Municipality]  
Resolution Supporting Participation  
In the Sustainable CT Municipal Certification Program

WHEREAS, Sustainable CT fosters inclusive, resilient, and vibrant Connecticut municipalities that provide opportunities for all to thrive by: *providing a menu of sustainability actions that build local economies, support equity, and respect the finite capacity of the environment; offering technical assistance to help advance sustainability initiatives; and recognizing and certifying municipalities for their achievements.*

WHEREAS, Sustainable CT is designed to boost local economies, help municipal operations become more efficient, reduce operating costs, and provide grants and additional support to municipalities.

WHEREAS, [Municipality] embraces an ongoing process of working toward greater sustainability, selecting which actions it chooses to pursue from the voluntary menu of actions provided by Sustainable CT.

RESOLVED, by the [Municipality's Governing Body] of [Municipality] that we do hereby authorize [Municipal Agent Title] to serve as [Municipality's] Sustainable CT contact person for the Sustainable CT Municipal Certification process and authorize this person to complete Municipal Registration on behalf of [Municipality].

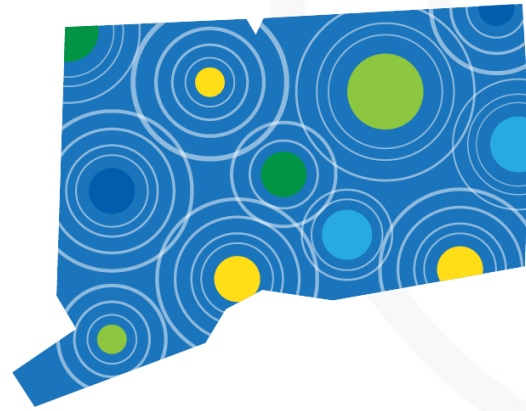
RESOLVED, that to focus attention and effort within [Municipality] on matters of sustainability, and in order to promote [Municipality's Governing Body's] local initiatives and actions toward Sustainable CT Municipal Certification, [Municipality/Governing Body] establishes an advisory Sustainability Team [OR revises role of Existing Committee to serve as a Sustainability Team].

RESOLVED, that the first meeting of the Sustainability Team must be held within 90 days of passing this resolution and that the Sustainability Team shall meet as frequently as needed, but no less than quarterly.

RESOLVED, that the Sustainability Team shall report annually to the [Municipality's Governing Body] on the progress of its activities toward Sustainable CT certification, with reports and presentations made publicly available.

# Sustainable CT

Local Actions. Statewide Impact.®



Dorothy Piszczek

[sustainablect.org](http://sustainablect.org)

[dorothyp@sustainablect.org](mailto:dorothyp@sustainablect.org)

# Thank You, Sustainable CT Funders



Tremaine Foundation



**HAMPSHIRE**  
FOUNDATION

**COMMONSENSEFUND**



CONNECTICUT  
**GREEN BANK** SM



Community Foundation  
of Eastern Connecticut



**Supporting  
Organizing Work - CT**  
supported by CONNECTICUT  
COUNCIL for  
PHILANTHROPY



Fairfield County's  
**Community  
Foundation**

TOGETHER WE THRIVE



VALLEY COMMUNITY

FOUNDATION



NEW CANAAN  
COMMUNITY  
FOUNDATION



**COMMUNITY  
FOUNDATION**  
of Middlesex County

Philanthropy • Leadership • Legacy



Community  
**Foundation**  
of Greater New Britain



**Hartford Foundation**  
FOR PUBLIC GIVING

**Bid Results Commercial Mowing Services March 25th, 2024  
Town of East Hampton CT 06424**

	Educational Facilities	Municipal Facilities	Town Cemeteries	Bid Total
A/Z Services	\$114,038.40	\$13,017.60	\$5,952.00	\$ 133,008.00
C&M Lawn and Landscape	\$124,320.00	\$30,710.00	\$6,660.00	\$ 161,690.00
Central Connecticut Services LLC	\$76,209.00	\$14,675.50	\$3,474.00	\$ 94,358.50
CW Resources	\$83,452.00	<b>\$8,843.55</b>	<b>\$1,898.10</b>	\$ 94,193.65
E.A. Quinn	\$140,000.00	\$31,320.00	\$14,850.00	\$186,170.00
Gold Coast	<b>\$60,200.00</b>	\$23,545.00	\$7,425.00	<b>\$91,170.00</b>
KC lawncare	\$89,880.00	\$43,825.00	\$6,345.00	\$140,050.00
Mountainview Landscape	\$111,440.00	\$31,629.00	\$12,375.00	\$155,444.00
NIRO Facilities Management	\$87,696.00	\$26,460.00	\$6,750.00	\$120,906.00
Primary landscaping	\$99,820.00	\$19,580.00	\$3,870.00	\$123,270.00
Red Line Landscapes	No Bid	\$22,520.00	\$5,178.00	\$27,698.00
Wygant	\$77,700.00	No Bid	No Bid	\$77,700.00



TOWN OF EAST HAMPTON  
INVITATION TO BID  
(BID #DPW2024-001)  
FOR

**Lawn Mowing Services**

**Date and Time required: March 25, 2024 @ 11:00 am**

The Town of East Hampton will receive Sealed Bids, in duplicate, for Lawn Mowing Services. Bids will be received only at the Office of the Town Manager, Town Hall, no later than the time and date indicated above (local time), at which time they will be publicly opened and read aloud. No late bids will be accepted.

Bid Forms, Plans, and Specifications may be obtained at no cost from the Town's website at [www.easthamptonct.gov](http://www.easthamptonct.gov) or the State's website at [www.das.state.ct.us](http://www.das.state.ct.us).

The Town reserves the right to waive informalities or reject any part of or the entire bid when said action is deemed to be in the best interest of the Town.

An affirmative Action/Equal Employer. Minority/Women's Business Enterprises are encouraged to apply.

**Submit Bids To:**  
**East Hampton Town Manager**  
1 Community Drive  
East Hampton, CT 06424

QUESTIONS: Contact Public Works Director in writing via email at  
[mwalsh@easthamptonct.gov](mailto:mwalsh@easthamptonct.gov)

No questions will be accepted after March 18, 2024  
Answer to questions will be posted via addendum on the Town's website  
no later than March 20, 2024



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## INFORMATION TO BIDDERS

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Town Manager, Town Hall, 1 Community Drive East Hampton, Connecticut 06424. At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of East Hampton.
3. Bidders may bid on site categories as follows for:
  - Educational Sites
  - Municipal Facilities
  - Cemeteries

To be considered, bidders shall complete all line items on a unit cost basis for the sites within a category. The award will be on the basis of bid total cost for each category type of the lowest qualified, responsible and responsive bidder. The bid season total cost for each site shall be arrived at by the mathematical calculation of the unit cost per mowing multiplied times the number of mowing events for each site based a mowing season of May 1<sup>st</sup> through November 15<sup>th</sup> entered on the season cost for each site line item, and the total sum of all line items for mowing site category entered in the specified location on the bid form. In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the unit prices contained in the bid proposal. The Town reserves the right to split the award to more than one bidder and to evaluate and consider any additional monetary incentives offered by any bidder for the award of all locations to a single contractor as deemed in the Town's best interest (See Bid Proposal page).

4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number and title, due date and time of opening, Bidder's company name and address.
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.

8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of East Hampton.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of East Hampton will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:** A 100% Performance Bond and 100% Payment bond are required of the successful bidder. These bonds shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of East Hampton shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.

15. Any bidder, in order to be considered, shall be engaged primarily in the business of lawn mowing services with a minimum of five (5) years' experience as related to the specifications.
16. **Non-Resident Contractors:** (if applicable) Upon award the Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more.** The contractor will be required to promptly furnish to the Town a copy of the **Form AU-968 - Certificate of Compliance** issued by the State of Connecticut, DRS. See State of Connecticut **Notice SN 2012 (2)**.
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. Municipal construction projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.
20. **It is the responsibility of the bidder to check the Town's website before submitting bid for any addendums posted prior to bid opening.**
21. Any questions regarding this bid shall be emailed to Matthew Walsh, Director of Public Works, at [mwalsh@easthamptonct.gov](mailto:mwalsh@easthamptonct.gov) The request must be received at least five (5) business days prior to the advertised response deadline. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at [www.easthamptonct.gov](http://www.easthamptonct.gov). (Upon entering the website click on Bids & Proposals). **It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.**

**IMPORTANT: Failure to comply with general rules may result in disqualification of the bidder.**

## GENERAL CONDITIONS

### 1. Workmanship, Materials and Employees

- A. Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Director of Public Works of the Town of East Hampton acting personally or through any assistants duly authorized.
- B. The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same.
- C. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

2. **Superintendent:** The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

3. **Preconstruction Meeting:** A Preconstruction Meeting will be held with the Engineer, Contractor, and prior to commencing any work. It will be the obligation of the Contractor to arrange such a meeting.

4. **Insurance:** The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of East Hampton and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best’s Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

A. Worker’s Compensation Insurance:

- Statutory Coverage
- Employer’s Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the Town of East Hampton and its employees and agents.

B. Commercial General Liability:

- Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
- Limits of Liability for Bodily Injury and Property Damage

- Each Occurrence: \$1,000,000
- Aggregate: \$2,000,000
- (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the Town of East Hampton and its employees and agents.

C. Automobile Insurance:

- Including all owned, hired, borrowed, and non-owned vehicle
- Limit of Liability for Bodily Injury and Property Damage Per Accident: \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the Town of East Hampton and its employees and agents.

The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies and Waiver of Subrogation on the General Liability policy. The Contractor shall provide the Town copies of any such insurance policies upon request.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable.

5. **Permits:** All permits, licenses, and fees required for the performance of the contract work, except for those described in the detailed Construction specifications, shall be secured and paid for by the Contractor.

6. **Property Access:**

- A. The Contractor shall take all property precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
- B. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

- C. The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported in writing to the Engineer.

**7. Protection of the Public and of Work and Property:**

- A. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss from arising connection with the Contract.
  - B. The Contractor shall adequately protect adjacent private and public property.
  - C. The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.
8. **Existing Improvements:** The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as nearly as practical, all improvements on public property.
9. **Separate Contracts:** The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of East Hampton forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

**10. Inspection of Work:**

- A. The Town shall provide sufficient personnel for the inspection of the work.
- B. The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
- C. If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
- D. Re-inspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of re-inspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

11. **Right to Increase or Decrease Work:** The Town shall have the right to increase or decrease the amount of work herein specified as may be required.
12. **Right of Engineer to Stop Work for Weather Conditions:** Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the property in proper condition during the time the work is suspended as herein provided, without cost to the Town.
13. **Contractor to be Responsible for Imperfect Work or Materials:** Any unfaithful work or imperfect material shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to perform the work in the proper manner herein specified.
14. **Town may Notify Contractor if Work is not Carried on Satisfactorily:**
  - A. If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations of the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will insure the completion of the work in the time specified.
  - B. If, within five (5) days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new contract shall be considered the responsibility of the defaulting Contractor.
15. **Deductions for Uncorrected Work:**
  - A. If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.
  - B. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town.



## DETAILED SPECIFICATIONS

1. It is the intent of the Town of East Hampton to purchase lawn mowing services for Town owned properties. The properties are bundled into three groups, all under the direction of the Department of Public Works. Site locations are detailed herein with aerial photos and written specifications.
2. The mowing season is defined as the period between May 1st and November 15th.
3. Mowing intervals will be established to comply with the detailed specifications unless otherwise stated. See Detailed Specification for each location for a description of properties and frequency of mowing. A sample schedule subject to variations in weather and changes approved by the Public Works Director is included below.
  - a. Mowing Schedule for Educational Facilities category  
04/29/24 – Director of Public works will direct start date.  
Begin mowing as scheduled in specifications for each educational site.  
11/4/24 – Director of Public works will direct final mowing date prior to 11/15/2024.
  - b. Mowing Schedule for Municipal Facilities category  
04/29/24 – Director of Public works will direct start date.  
Begin mowing as scheduled in specifications for each municipal facility site.  
11/4/24 – Director of Public works will direct final mowing date prior to 11/15/2024.
  - c. Mowing Schedule for Cemeteries category  
04/29/24 – Director of Public works will direct start date.  
Begin mowing as scheduled in specifications for each cemetery site.  
5/20/24 to 5/24/24 All Cemeteries must be mowed this week in preparation for Memorial Day  
6/24/24/ to 6/28/24 All Cemeteries must be mowed this week in preparation for July 4<sup>th</sup> Holiday  
8/26/24 to 8/30/24 All Cemeteries must be mowed this week in preparation for Labor Day Holiday  
11/4/24 to 11/8/24 All Cemeteries must be mowed this week in preparation for Veteran's Day Holiday (This will be the last mowing for the season)  
11/4/24 – Director of Public works will direct final mowing date prior to 11/15/2024.

**\*For purposes of this bid there are a total of 28 weeks in the mowing season. This is the number of weeks that shall be used to calculate the total number of mowing events for each site in the categories based on that particular site's required mowing schedule as described in these specifications. The actual number of mowing events may be more or less than the bid number**

**based on numerous factors such as weather and extra mowing for Holidays.**  
**The contractor shall be paid per actual mowing event for each site in each category.**

4. The Contractor shall provide all materials, labor, equipment, fuel and tools needed to complete the work described herein.
5. Grass height shall be maintained as follows.
  - a. Commercial mowing 3"
  - b. Athletic field mowing
    - i. Soccer field 2"-2-½"
    - ii. Baseball/Softball 2-½"-3"
  - c. Each mowing shall be timed so that no more than one third of the plant height is cut at any one time.
6. The Town reserves the right to adjust the mowing interval and height in response to changing environmental conditions. The Town reserves the right to set priorities on higher profile areas as it deems necessary.
7. With each mowing, all edges shall be left neat and trim.
8. Removal of litter and debris is required prior to each mowing. Bagging of debris during mowing is acceptable, however, under no circumstances will mowing debris be left on the property.
9. Lawn clippings are to be evenly dispersed so as to leave a neat appearance that is free of clumping. If clippings are so abundant that they cannot be evenly dispersed, they shall be removed from the turf. The Contractor shall dispose of clippings at his own expense.
10. All clippings shall be cleared off all sidewalks, driveways, streets, and other adjacent hard surfaces.
11. The Town reserves the right to schedule mowing for special events, such as Memorial Day, July 4<sup>th</sup>, Labor Day, Veteran's Day etc.
12. All hydrants, fence poles, fence lines, cable boxes building faces, and other fixed objects located within the mowing area shall be string trimmed. All parking lot curb lines are required to be string trimmed during each mowing event. This also includes curb lines that are not directly adjacent to grassed surfaces.
13. Care shall be taken to avoid marring of trees, shrubbery and other vegetation by equipment especially mowers and string trimmers. The contractor shall be responsible for damage to trees, shrubs, and other vegetation caused by its personnel and equipment. The contractor is responsible for any damage done to utilities, such as cable boxes, fire hydrants, light poles, etc. Damages will be deducted from the amounts due to the vendor. Damage to trees will be assessed by the Tree Warden and changes shall be made in accordance with State laws regarding municipal trees.

14. All mowing and associated operations shall be in accordance with all applicable laws and regulations: local, state, and federal.
15. All guidelines affecting equipment and operational safety shall be adhered to. These include but are not limited to OSHA, DMV, DEEP, EPA, DOT, manufacturer's instructions and requirements and industry BMP's (Best Management Practices). Attention shall be given to laws, regulations ordinances and safety concerns in all aspects of the landscape and mowing industry and include, but not limited to: guarding and shielding of equipment, safety labels, PPE, Stability and overturn protection, mower deck safety requirements, operator zones and controls.
16. The contractor shall follow OSHA, MUTCD, and ANSI standards for Worksite Traffic Control in regard to vehicles and PPE at the very least provide no less than three (3) orange cones going from the curb line to the traffic side of the trailer. The contractor's tow vehicle and trailer shall have working hazard flashers on as appropriate when stopped in roadways during the course of their work.
17. The Town reserves the right to either add or delete areas from the contract. Deletions will be in accordance with the unit costs included in the bid proposal. Additions will be at a negotiated price mutually agreeable to the Town and Contractor.
18. The term of this contract shall be from: April 15, 2024 – December 15, 2024. By mutual consent of the Town and the Contractor, the contract may be extended for additional one (1) year periods (April 15 to December 15) at the same price as terms and conditions provided the maximum contract length does not exceed five years.
19. The basis for payment shall be the unit cost per actual mowing event for each area mowed. Detailed invoices showing locations and dates of service are to be submitted monthly for the actual work completed during the preceding monthly period. Payment terms are net 30 days.
20. Chemical applications, such as herbicides are not permitted.
21. Town Properties to be mowed are categorized as follows:

Refer to individual location maps for areas to be mowed and type of mowing. Maps are given only for informational purposes and are not necessarily indicative of all areas to be mowed at a specific site. All grassed surfaces at each specific site are intended to be included in this mowing contract. The Town reserves the right to either increase or decrease the mowing frequency based on conditions. It should be expected that there will be a drought period each summer, typically late July-August, where the Town will direct the Contractor to discontinue mowing operations until plant growth returns to a rate that justifies resumption of mowing operations. **The contractor will also be required to coordinate with the principal of each school facility or his designee to ensure that mowing operations do not conflict with the educational operations of the school.** These operations include but are not limited to gym class, afterschool athletics or other events

where staff and students will be outdoors. **Upon award of this contract prior to the start of mowing operations, the contractor shall create a mowing schedule showing proposed hours of mowing for each school and submit it for approval by the School's Principal and the Director of Public Works.**

#### **A. Educational Facilities**

- **High School Commercial Mowing (15 North Maple Street)**  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed weekly at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- **High School Athletic Field Mowing (15 North Maple Street)**  
This site includes all areas on the provided map shaded in blue. Grassed areas shall be mowed twice weekly at the beginning and end of each week at a regular scheduled interval and shall be maintained in accordance with the Athletic mowing standard for the various field uses and the specifications laid out in this contract.
- **Middle School Commercial Mowing (19 Childs Road)**  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed weekly at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- **Middle School Athletic Mowing (19 Childs Road)**  
This site includes all areas on the provided map shaded in blue. Grassed areas shall be mowed once weekly at a regular scheduled interval and shall be maintained in accordance with the Athletic mowing standard for the various field uses and the specifications laid out in this contract
- **Memorial School Commercial Mowing (20 Smith Street)**  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed weekly at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- **Center School Commercial Mowing (7 Summit Street)**  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed weekly at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.

#### **B. Municipal Facilities**

- **Community Center Commercial Mowing (105 main Street)**  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed weekly at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- **Fire Company #1 Commercial Mowing (3 Barton Hill)**

This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed two times per month at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.

- Fire Company #3 Commercial Mowing (99 White Birch Road)  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed two times per month at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- Town Hall Commercial Mowing (1 Community Drive)  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed once per week at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.
- Town Hall (Rear) Commercial Mowing (1 Community Drive)  
This site includes all areas on the provided map shaded in purple. Grassed areas shall be mowed three times per season in May, July, and October and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract. With the exception that the length of grass shall be 4” to 6”
- Sears Park Commercial Mowing (68 North Main Street)  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed once per week at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract. **Additionally, the contractor shall coordinate mowing schedules with the Recreation Director to ensure mowing operations do not interfere with planned activities at the park.** Sears Park is a highly visible and frequently occupied community space. The contractor shall ensure impact is minimized to all park patrons and staff during mowing operations.
- Board of Ed Building (94 Main Street)  
This site includes all areas on the provided map shaded in green. Grassed areas shall be mowed once per week at a regular scheduled interval and shall be maintained in accordance with the commercial mowing standard and the specifications laid out in this contract.

**C. Cemeteries Commercial Mowing**

Skinnerville Cemetery (RT 196)  
Old Young Street Cemetery (Old Young St)  
Tartia Cemetery (Tartia Rd)  
Hog Hill Cemetery (Hog Hill Rd)  
Selden Cemetery (Rt 151)

- These sites include all areas on the provided maps shaded in green. Grassed areas shall be mowed every three weeks at a regular scheduled interval and shall be maintained in

accordance with the commercial mowing standard and the specifications laid out in this contract. Additionally, the specifications 1 through 4 below apply.

- i. Mow and string trim around all fences, monuments, vaults, and grave markers.
- ii. Flags, flowers, and other memorial markers may be moved to facilitate mowing operations but, shall be immediately returned to their original location. Flags, flowers and other memorial markers shall only be removed at the direction of the Town. All removed items shall be disposed of properly.
- iii. The Contractor shall report any and all damage to head stones, grave markers, vaults, fences or other improvements to the Town immediately. Any items damaged by the Contractor shall be either repaired or replaced to the satisfaction of the Town.
- iv. The mowing frequency is every three weeks. Contractor is advised that mowing operations may be discontinued during the drought season, usually late July-August. Special conditions require that each cemetery be mowed 3-5 days prior to Memorial Day, July 4, Labor Day and Veteran's Day. These requirements shall be met as part of the regular mowing frequency. The Contractor shall account for inclement weather when developing the mowing schedule.

**BID PROPOSAL**

**DUE DATE:** March 25, 2024

**DATE ADVERTISED:** February 20, 2024                      **TIME DUE:** 11:00 am

**NAME OF PROJECT:** LAWN MOWING SERVICES

In compliance with this Invitation to Bid, the Bidder hereby proposes to provide goods and/or services as per this solicitation in strict accordance with the Bid Documents, within the time set forth therein, and at the prices submitted with their bid response.

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also **THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.**

**THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA AS REQUIRED:**

Addendum #1 \_\_\_\_\_(Initial/Date) Addendum #2 \_\_\_\_\_(Initial/Date) Addendum #3 \_\_\_\_\_(Initial/Date)

**OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:**

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- \_\_\_\_ 1. Clearly marked envelope with Bid Number, Date, Time of opening, Bidder's Company Name and Address.
- \_\_\_\_ 2. Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 18 of the Information for Bidders.
- \_\_\_\_ 3. Included Statement of Bidders Qualifications.

\_\_\_\_\_ **Type or Print Name of Individual Doing Business as (Trade Name)**

\_\_\_\_\_  
**Signature of Individual**                      **Title**                      **Date**

\_\_\_\_\_ **Street Address**

\_\_\_\_\_ **City, State, Zip Code**

\_\_\_\_\_  
**Telephone Number/Fax Number**                      **Email Address**

\_\_\_\_\_ **SS # or TIN#**

(Seal – If bid is by a Corporation) Attest

## *Statement of Bidders Qualifications*

All questions must be answered and the data given must be clean and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder:
  
2. Permanent Main Office Address:
  
3. When Was Your Firm Organized?
  
4. If a Corporation, Where Incorporated?
  
5. How many years have you have engaged in the contracting business under your present firm name or trade name?
  
6. Contract on hand: Current and active accounts for reference.
  
7. General character of work performed by your company.
  
8. Have you ever failed to complete any work awarded to you? If so where and why?



9. Have you ever defaulted on a contract? If so, where and why?
  
10. List the most important jobs recently completed by your company, stating the approximate cost for each, and the month and year completed.
  
11. List your major equipment available for this contract.
  
12. List your experience in work similar to this project. Include approximate value of contract, length of time for completion, name and address of owner.
  
13. List the background and experience of the principle members of your organization, including officers.
  
14. Credit available \$\_
  
15. Give Bank reference.

*Statement of Bidders Qualifications*

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town in verification of the statements comprising this Statement of Bidder's Qualifications.

Dated this: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of: \_\_\_\_\_

Country of: \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he is of and that the answers to the forgoing questions, and all statements therein contained are true and correct.

Subscribed and sworn to me this day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



*East Hampton Police Department*  
1 Community Drive  
East Hampton, CT 06424



*Dennis Woessner*  
Chief of Police

March 25, 2024

To: David Cox, Town Manager  
From: Dennis Woessner, Chief of Police  
Subject: Invitation to Bid 2024-02-22-PD (Towing, Maintenance and Repair of Police Vehicles)

On March 22, 2024, the only sealed bid that was submitted was opened at 11:00 AM, and the submitting business was Belltown Motors.

Belltown Motors raised their hourly rate from \$107.00 dollars to \$112.00 dollars and increased their tire disposal fee from \$4.00 dollars to \$5.00 dollars over last year's bid. Everything else stayed the same.

We have been very satisfied with the service Belltown Motors has provided us for many years, and I am recommending we award the one (1) year contract to them.

Towing, Maintenance and Repair of Police Vehicles

BID # 2024-02-22-PD

Submitted by: Belltown Motors, 80 East High ST East Hampton, CT 06424

Contents:

Exhibit A + 5 copies

Certificate of Liability Insurance

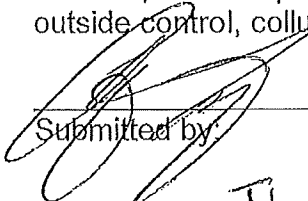
Garage Keepers Plus Extension Endorsement

Commercial Auto Extension

Additional Insured Endorsements

**EXHIBIT A**

On behalf of Flannery Enterprises LLC  
DBA Belltown Motors (Company/Proposer), I/we have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Company/Proposer(s) certifies that the proposal submitted by said Company/Proposer(s) is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

Submitted by:  Date 02/26/2024 Submitted by: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Flannery Enterprises LLC  
DBA Belltown Motors (Company/Proposer), I/we acknowledge that:

- The Company/Proposer must provide the Town with a Certificate of Insurance which shall be approved by the Town before this project can begin;
- This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids;
- The Company/Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid;
- The Company/Proposer is not a defaulter to the Town;
- The Company/Proposer agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Company/Proposer, its employees, subcontractors or any independent contractors working under the direction of either the Company/Proposer or subcontractor in the performance of this contract.  
AF Initial
- The Company/Proposer shall indicate if it has submitted brochures, printed specifications and advertising literature and the number of attachments provided;
- The Company/Proposer recognizes a "No Gift" policy. AF Initial

The Company/Proposer further acknowledges that it meets the following criteria:

- **Price Decreases:** Price decreases will become effective immediately on the date specified in the Company/Proposer's printed notice of change. The Company/Proposer shall bill the East Hampton Police Department at the reduced price on all services made on or after the date of the Company/Proposer's price reduction. The Company/Proposer shall promptly provide the East Hampton Police Department with a letter of notice concerning the change.
- **Site Inspection:** The East Hampton Police Department reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.
- **Security of Equipment:** Company/Proposer must immediately report any theft of, missing or damaged equipment to the East Hampton Police Department.

- **Certificate of Insurance:** Company/Proposer must provide the East Hampton Police Department an up-to-date Certificate of Liability for all the repair/maintenance locations.
- **Licensing and Standing:** Company/Proposer must possess the proper dealers and repairers license, be in good standing with the State of Connecticut and the Town of East Hampton.
- **Wrecker Services:** "wrecker service" means twenty four (24) hour a day wrecker service with a wrecker and operator available to the East Hampton Police Department's vehicles. The provider must have access to a "flat bed" or "dolly" service and must be able to respond within thirty (30) minutes from the call for service.
- **Service to Other Town Departments:** Company/Proposer agrees to extend the same prices and services to other East Hampton Town Departments for service and repair of passenger cars and light duty utility vehicles.
- Meets all criteria as listed under the Maintenance and repair service section. If the Company/Proposer uses a subcontractor or other identity, the Company/Proposer will acknowledge and identify such subcontractor or other identity.

*[Signature]*

02/26/2024

Acknowledged by:

Date

Acknowledged by:

Date

Hourly rate: \$ 112.00 duration of contract Reduced rate:  Yes  No

Markup on Parts: List Price minus 30%

Towing: if subcontractor, identify None

Towing rates: Day Light Duty Wrecker Reduced rate:  Yes  
 Nights Wrecker Reduced rate:  Yes  
 Weekends \$90.00 hookup Reduced rate:  Yes  
 Holidays \$9.00 per mile Reduced rate:  Yes

medium Duty  
 No \$125.00 per hour  
 No \$9.00 per mile  
 Heavy Duty  
 No \$275.00 per hour part-part  
 No  
 No  
 Both Rates are Reduced

\* Storage rates: Day \$26.00 per Day Reduced rate: Yes  
 Nights First Five Days Reduced rate: Yes  
 Weekends \$31.00 per Day After 5 Reduced rate: Yes  
 Tire Storage fee: \$0

Any Disposal/Supply fee: Tire Disposal \$5.00 per tire  
Shop supply is small percentage of repair  
 Diagnostic fee: \$0.00

Narrative (explain why your service will meet East Hampton Police Department needs):  
BelTown Motors has and will continue to provide ASE certified + Master Tech service to the town citizens and Police Department and we look forward to continuing this relationship

*[Signature]*

2/26/24

Submitted by:

Date

Submitted by:

Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Byrnes Agency, Inc. - Dayville PO Box 739  Dayville CT 06241-0739	<b>CONTACT NAME:</b> Amy M Lotti <b>PHONE (A/C, No, Ext):</b> (860) 774-8549 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> alotti@byrnesagency.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Selective Insurance Company <b>INSURER B:</b> Employers Mutual <b>INSURER C:</b> Employers Mutual Casualty Comp <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** AL **CERTIFICATE NUMBER:** Cert ID 29887 (40) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6W30257	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6E30257	02/15/2024	02/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6J30257	02/15/2024	02/15/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9098004	02/15/2024	02/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Motor Truck Cargo			6C3025722	02/15/2024	02/15/2025	Per Vehicle \$ 150,000
B	Garagekeepers			6W025723	02/15/2024	02/15/2025	On Hook Coverage \$ 600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of East Hampton, CT is included as additional insureds on a primary and non-contributory pursuant to the attached endorsements BP7200(1-19)/ CA7450(11-17) Waivers of subrogation apply in favor of the additional insureds pursuant to the attached endorsements BP7200(1-19)/CA7450(11-17)

<b>CERTIFICATE HOLDER</b>  Town of East Hampton, CT  1 Community Drive  East Hampton CT 06424	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "Insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

#### C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:



Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
  - (a) The organization is a partnership or a joint venture; or
  - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

#### F. SUBSIDIARIES AS INSURED

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

#### G. SUPPLEMENTARY PAYMENTS

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### I. TOWING

**Section III – Physical Damage Coverage, A.2. Towing** is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### J. LOCKSMITH SERVICES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

#### K. TRANSPORTATION EXPENSES

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

#### L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

**Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss"** are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### M. HIRED AUTO PHYSICAL DAMAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### N. AUTO LOAN OR LEASE COVERAGE

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

#### O. PERSONAL PROPERTY OF OTHERS

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

#### P. PERSONAL EFFECTS COVERAGE

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

#### Q. EXTRA EXPENSE FOR STOLEN AUTO

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### R. RENTAL REIMBURSEMENT

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
- a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is in excess over any other collectible insurance and/or endorsement to this policy.

**S. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**T. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. **Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

**U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

**V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT**

**Section III – Physical Damage Coverage, D. Deductible** is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

**W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

**X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. **Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**Z. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AA. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

- b. All:
- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - (2) Plus medical expenses;
  - (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit. Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You limit of \$500,000, unless a higher limit is shown in the Declarations, is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The Limits of Insurance of Section II – Liability apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

10. The following is added to Paragraph E.2. **Liability And Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

- e. The requirement in Paragraph E.2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A manager, if you are a limited liability company;
  - (4) An "executive officer" or an insurance manager, if you are a corporation; or
  - (5) A trustee, if you are the trust.
- f. The requirement in Paragraph E.2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;

- (3) A manager, if you are a limited liability company;
- (4) An "executive officer" or an insurance manager, if you are a corporation; or
- (5) A trustee, if you are the trust.

11. Paragraph F.3. **Liability And Medical Expenses Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

**Section III Common Policy Conditions (Applicable to Section I – Property and Section II – Liability)**

**Section III – Common Policy Conditions** is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

**M. Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The following paragraph is added:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

**O. Unintentional Failure to Disclose**

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

# Proclamation

## CHOOSE KINDNESS WEEK

*WHEREAS, Lions Clubs International and Lions Quest are proud founding members of the Choose Kindness Project, which is a coalition of non-profit organizations dedicated to bullying prevention, intentional inclusion and youth mental wellness; and*

*WHEREAS, locally, the East Hampton Lions Club is sponsoring Choose Kindness Week, which began as a simple, one day program in the school system that has blossomed into a weeklong program expanded to include other organizations, Town departments and commissions, businesses, and others; and*

*WHEREAS, during Choose Kindness Week, students, community members, businesses and organizations will demonstrate kindness through deliberate actions, purposeful sharing and other intentional acts of kindness.*

*NOW, THEREFORE, WE THE EAST HAMPTON TOWN COUNCIL, on behalf of the citizens of East Hampton, do hereby proclaim April 15, 2024 through April 19, 2024 as Choose Kindness Week and encourage all citizens of East Hampton join in and Choose Kindness in their own way.*

### EAST HAMPTON TOWN COUNCIL

\_\_\_\_\_  
Dean Markham, Chairman

\_\_\_\_\_  
Deborah Cunningham

\_\_\_\_\_  
Richard Knotek

\_\_\_\_\_  
Jordan Werme

\_\_\_\_\_  
Karen Wanat, Vice Chairperson

\_\_\_\_\_  
Timothy Feegel

\_\_\_\_\_  
Jack Solomon

*Dated this 9<sup>th</sup> day of April 2024*

Code Reference (If applicable)

Chapter	Section	Subsection	Description	Current Fee	Fee Effective 7/1/24	Notes
1	8		Sale of Code book	\$ 125.00	\$ 125.00	Entire Book from codifier. Sections or pages provided pursuant to standard copying rates.
12	5		<b>Cemetery Fees</b>			
			Plots	\$ 500.00	\$ 500.00	
			Opening	\$ 600.00	\$ 600.00	
117	5		<b>Charge for Bid Documents</b>	Reasonable fee associated with the production of hard copies at the discretion of the Town Manager	Reasonable fee associated with the production of hard copies at the discretion of the Town Manager	
161	7		<b>Amusement Devices</b>	<i>These fees currently waived pending ordinance review</i>		
			Annual License	\$ 100.00	\$ 100.00	per device/machine
			Seasonal License	\$ 50.00	\$ 50.00	per device/machine
192	6		<b>Nonrefundable Excavation Permit Application Fee (Road Opening)</b>	\$ 45.00	-	Plus Bond/Security
192	6		<b>Excavation Fee (in paved surface)</b>	\$ 15.00	-	Plus Bond/Security
273	21		<b>Street Excavation (all areas)</b>	-	\$ 65.00	Plus Bond/Security
			<b>Driveway Permit</b>	\$ 25.00	\$ 25.00	
200	8		<b>Land Use Application Fees</b>			
	A		<b>Inland/Wetland Agency</b>			
			Application Fee Residential	\$ 50.00	\$ 50.00	Per each lot plus Schedule A Fee and DEEP fee
			Application Fee Commercial	\$ 400.00	\$ 400.00	
			Authorized Agent Approval	\$ 30.00	\$ 30.00	
			Public Hearing Fee - Single Residential Lot	\$ 100.00	\$ 100.00	
			Public Hearing Fee - Subdivision	\$ 300.00	\$ 300.00	
			Public Hearing Fee - Commercial, Industrial, other	\$ 300.00	\$ 300.00	
			Complex Application Fee	Actual Cost	Actual Cost	Pursuant to Section 19 of the EHIWWA regulations

	Regulation Amendment Petitions	\$	100.00	\$	100.00	Not including Notices or DEEP Regulation Advisories
	Map Amendement Petitions	\$	10.00	\$	10.00	Plus Schedule B Cost
	Residential Approval Modification	\$	25.00	\$	25.00	
	Subdivision Approval Modification	\$	50.00	\$	50.00	
	Commercial, Industrial, Other Approval Modification	\$	75.00	\$	75.00	
	Renewal of Previous Approval	\$	50.00	\$	50.00	
	Schedule A (area of regulated activity on wetlands, watercourses and upland review areas)					
	<1000 Sq. Ft.	\$	-	\$	-	
	1000<=5000 Sq. Ft.	\$	200.00	\$	200.00	
	>5000	\$	400.00	\$	400.00	
	Schedule B (linear feet of wetland and/or watercourse boundary subject to change)					
	<500	\$	-	\$	-	
	500<=1000	\$	100.00	\$	100.00	
	>1000	\$	200.00	\$	200.00	
<b>B</b>	<b>Zoning Board of Appeals</b>	\$	300.00	\$	300.00	
<b>C</b>	<b>Site Plan Approval/Special Permit</b>					
	Residential	\$	150.00	\$	150.00	
	Commercial, Industrial, Designed Development 3000 Sq Ft or less	\$	150.00	\$	150.00	
	Commercial, Industrial, Designed Development 3001 - 5000 Sq Ft	\$	250.00	\$	250.00	
	Commercial, Industrial, Designed Development 5001 - 10,000 Sq Ft	\$	600.00	\$	600.00	
	Commercial, Industrial, Designed Development 10001 - 15000 Sq Ft	\$	1,100.00	\$	1,100.00	
	Commercial, Industrial, Designed Development Each Additional 5000 Sq Ft or increment above 15000 Sq Ft	\$	500.00	\$	500.00	
	Site Plan Modification - Minor	\$	50.00	\$	50.00	
	Site Plan Modification - Major	\$	100.00	\$	100.00	
<b>D</b>	<b>Special Permit Apartment Complex</b>	\$1000 plus \$100 per unit		\$1000 plus \$100 per unit		
<b>E</b>	<b>Subdivision Plan</b>					
	>5 lots	\$500 plus \$150 per lot		\$500 plus \$150 per lot		Plus \$60 state fee
	1<5 lots	\$150 per lot		\$150 per lot		Plus \$60 state fee



<b>F</b>		<b>Other Planning and Zoning Commission</b>			
		Zoning or Subdivision Regulation Text Amendment	\$	300.00	\$ 300.00
		Zoning Map Change	\$	500.00	\$ 500.00
<b>G</b>		<b>Middle Haddam Historic District</b>			
<b>Administrative Zoning and Land Use fees</b>					
		New Principle Structure	\$	100.00	\$ 100.00
		Addition to existing primary structure	\$	75.00	\$ 75.00
		New Accessory Structure	\$	50.00	\$ 50.00
		First Cut Lot Division	\$	40.00	\$ 40.00
		New Shed <200 Square Feet	\$	25.00	\$ 25.00
		Lot Line Revision	\$	25.00	\$ 25.00
		Filling/Excavation/Grading <5,000 sf	\$	25.00	\$ 25.00
		All Other ZEO Approval	\$	25.00	\$ 25.00
<b>219</b>	<b>9</b>	<b>Rooming House License - Annual</b>	Not Established		Not Established
<b>Building Permit Fees</b>					
		Demolition Permit	\$	25.00	\$ 25.00
		Minimum Fee	\$	25.00	\$ 25.00
		First \$1,000 of construction value	\$	25.00	\$ 25.00
					Value substantially in conformance with RS Means or similar data source for the area or verified third party construction contract with estimates. State Education Fee included.
		Each additional \$1,000 or portion thereof.	\$	12.50	\$ 12.50
					Value substantially in conformance with RS Means or similar data source for the area or verified third party construction contract with estimates. State Education Fee included.
<b>Fire Safety Permit Fees (Commercial Only)</b>					
		Building Plan Review			
		<2000 Square Feet		N/C	\$ 65.00
		2000<5000 Square Feet		N/C	\$ 150.00
		5000<10000 Square Feet		N/C	\$ 350.00
		10000<50000 Square Feet		N/C	\$ 600.00
		50000<		N/C	\$ 850.00

Site Plan Reivew	N/C	\$	100.00
Fire Alarm (Building Size)			
<5000 Square Feet	N/C	\$	70.00
5000<10000 Square Feet	N/C	\$	125.00
10000<50000 Square Feet	N/C	\$	225.00
50000< Square Feet	N/C	\$	520.00
Sprinkler Systems (Area Protected)			
<5000 Square Feet	N/C	\$	70.00
5000<10000 Square Feet	N/C	\$	125.00
10000<50000 Square Feet	N/C	\$	225.00
50000< Square Feet	N/C	\$	520.00
Hood Systems			
Supression Systems	N/C	\$	100.00
Hood and Ductwork (Mechanicals)	N/C	\$	100.00
Propane Installations			
Propane Filling Station	N/C	\$	100.00
Propane Tank Exchange Station	N/C	\$	25.00
Commercial Cooking or Heating	N/C	\$	50.00
Outdoor Fireplance or Fire Pit	N/C	\$	50.00
Modifications, alterations, additions to existing alarm or sprinkler systems	N/C		1/2 of applicable permit fee
All other Fire Prevention Code Permits	N/C		N/C

<b>Transfer Station</b>						
<b>269</b>	<b>17/23</b>	<b>Non-Resident Refuse Disposal (Permit)</b>	Not Established	\$	10.00	Permit for 10 days of disposal
<b>269</b>	<b>16/23</b>	<b>Resident Refuse Disposal (Sticker)</b>	\$	10.00	\$	10.00 Annual/Required for Entry
<b>OTHER FEES</b>						
		Tires < 20 inch	\$	5.00	\$	5.00 per tire
		Tires >=20 inch	\$	10.00	\$	10.00 per tire
		Stuffed Chair	\$	5.00	\$	5.00
		Couch	\$	30.00	\$	30.00
		Bulky Waste Car Load	\$	5.00	\$	5.00
		Bulky Waste Short Bed Truck/Minivan Load	\$	20.00	\$	20.00
		Bulky Waste Long/Standard Bed Truck/Van Load	\$	30.00	\$	30.00
		Dump Truck	\$	80.00	\$	80.00
		Trailer	\$	30.00	\$	30.00

<b>269</b>	<b>10</b>	<b>Refuse Collectors and Vehicles</b>				
	<b>B</b>	<b>Collector License - Annual</b>	\$	35.00	\$	50.00 Includes one vehicle
	<b>D</b>	<b>Vehicle/Container Registration - Annual per vehicle</b>	\$	15.00	\$	15.00 Each beyond first.
<b>228</b>	<b>2</b>	<b>Junk Dealer License - Annual</b>		Not Established		Not Established
<b>228</b>	<b>2</b>	<b>Junk Dealer Vehicle - Per Vehicle</b>		Not Established		Not Established
<b>250</b>	<b>3</b>	<b>Peddlers License</b>				Provided in Code section
		Application Fee	\$	20.00	\$	20.00
		One Month License	\$	25.00	\$	25.00
		Six Month License	\$	125.00	\$	125.00
		One Year License	\$	200.00	\$	200.00
<b>282</b>	<b>5</b>	<b>Wrecker List Placement Fee</b>	\$	50.00	\$	50.00
		<b>Police Department Private Duty</b>				
		Officer Per Hour Weekdays (Four Hour Increments)	\$	88.00	\$	91.00 Per Hour
		Officer Per Hour Weekends/Holidays (Four Hour increments)	\$	108.00	\$	111.25 Per Hour
		Vehicle - Weekdays		(IRS Rate*30) per hour of Officer time		(IRS Rate*30) per hour of Officer time Per hour
		Vehicle - Weekends		(IRS Rate*30) per hour of Officer time		(IRS Rate*30) per hour of Officer time Per hour
		Non-Profit Rate Weekdays (Vehicle Included, 4 hour increments)	\$	78.00	\$	80.00 Per Hour
		Non-Profit Rate Weekends/Holidays (Vehicle Included, 4 hour increments)	\$	102.00	\$	105.00 Per Hour
		<b>Non-Resident Fingerprinting</b>	\$	10.00	\$	10.00
		<b>Pistol Permit Administration Fee</b>	\$	70.00	\$	70.00 Set by State
		<b>Record copies and access fees</b>		In accordance with State Law		In accordance with State Law
		<b>Library printing and copying Fees</b>				
		Black and White	\$	0.10	\$	0.10 per page
		Color	\$	0.90	\$	0.90 per page
		<b>Facsimile transmission and receipt</b>	\$	0.50	\$	0.50 per page

<b>Program/Activity Fees</b>	Determined per program by the Director of the Department/Division presenting the program (e.g. Parks and Recreation, Library, Senior Center, Etc.) subject to review by the Town Manager		Determined per program by the Director of the Department/Division presenting the program (e.g. Parks and Recreation, Library, Senior Center, Etc.) subject to review by the Town Manager		
<b>Sears Park Pavilion (Half Day)</b>	\$	75.00	\$	75.00	4 hours 9am to 1pm or 1pm to 6pm; plus \$125 Security Deposit
<b>Sears Park Pavilion (Full Day)</b>	\$	125.00	\$	125.00	9am to 6pm; plus \$125 Security Deposit
<b>Library Community Room (For Profit Groups)</b>	\$	50.00	\$	50.00	(Non-profit & East Hampton community meetings; no charge)
<b>Boat Storage (Non-Town)</b>	\$	50.00	\$	50.00	Per Boat
<b>Non Town use of Sears Park Launch/Facilities - Half Day</b>	\$	75.00	\$	75.00	No Security Deposit
<b>Non Town use of Sears Park Launch/Facilities - Full Day</b>	\$	150.00	\$	150.00	No Security Deposit
<b>Sears Park Access Sticker</b>	No Fee		No Fee		Sticker Provided
<b>Boat Launch Access Sticker</b>	\$	50.00	\$	50.00	Annual
<b>Kayak/Canoe Storage - Sears Park</b>	\$	100.00	\$	100.00	Price Per Vessel maximum of two vessels allowed per family
<b>Field Use Fee Saturday (Non-Town affiliated teams)</b>	\$	35.00	\$	35.00	Price per hour, four hour minimum, plus material costs
<b>Field Use Fee Sunday (Non-Town affiliated teams)</b>	\$	50.00	\$	50.00	Price per hour, four hour minimum, plus material costs

**Motion #1 Alannah**

Motion to approve and recommend to the Town Council the Board of Education Operating budget in the amount of \$37,725,499.

A reduction of \$359,333 as presented by the BOE.

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**Motion #2 Jim**

Motion to approve and recommend to the Town Council the Town Operating Budget in the amount of \$13,671,036.

A reduction of \$194,910.

\$173,910 Ambulance  
\$2,000 Police Administration – Professional Technical Services  
\$5,500 Fire Department – Physicals \$5,000 / Heating Oil \$500  
\$2,500 Middle Haddam Library  
\$11,000 Grounds Maintenance – Part-time salaries

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**Motion #3 Rich**

Motion to approve a debt service budget in the amount of \$3,904,329

Motion to approve and recommend to Town Council a total Capital Plan in the amount of \$2,389,355. The Capital Plan contains the following changes:

\$21,945 - Flock Plate Reader – Remove project  
\$85,000 - Board of Ed - HS projectors reduced by \$77,000 & Switch reduced by \$8,000 – Remove projects  
\$300,000 - Road Repair / Maintenance at \$700,000 – Reduce funding  
\$72,650 - Police Department Auto - Funded from Special revenue Police Special Services  
\$65,000 - Park & Rec Airline Trail - Funded from Special Revenue Recreation programming  
**\$544,595 - TOTAL**

Funding for the FY 2025 Capital Plan will come from the following sources:

- General Fund - \$1,349,055
- ARPA – \$350,000
- Residual Project Balances - \$172,650
- Middle School Roof excess funds - \$304,000
- LOCIP grant - \$76,000
- Police Special Services – \$72,650
- Parks & Rec. Special Revenue - \$65,000

Motion to approve transfers to other funds in the amount of \$1,391,555

Transfer to Capital Reserve - \$1,349,055

Transfer to Compensated Absences - \$42,500

## EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT, made and entered into this 10th day of April 2018, by and between the Town of East Hampton, Connecticut, (hereinafter referred to as the "Town") and Dennis Woessner (hereinafter referred to as "Police Chief").

WHEREAS, the Town desires to employ the services of Dennis Woessner as the Police Chief of the Town, as provided for in the Charter of the Town; and

WHEREAS, it is the desire of the Town to provide certain benefits, to establish certain conditions of employment and to establish working conditions for Dennis Woessner; and

WHEREAS, Dennis Woessner desires to accept employment as the Police Chief of the Town;

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

### Section 1. Term of Agreement

*EXTENDED TO 4/23/2024 - APPROVED LETTER.*

This Agreement shall commence on April 23, 2018 and terminate on April 23, 2022.

The parties agree that in the event that either the Town or Dennis Woessner do not agree to either extend this Agreement beyond April 23, 2022, or do not negotiate a successor agreement, the parties mutually agree that Dennis Woessner's employment with the Town shall voluntarily terminate effective on April 23, 2022.

### Section 2. Employment, Duties and Responsibilities of the Police Chief

The Town hereby agrees to employ Dennis Woessner as the Police Chief of the Town to perform the functions and duties specified in the Town Charter, Code, State Statutes and in the attached Job Description, and to perform other legally permissible and proper duties and functions as the Town Manager shall from time to time assign, subject to this Agreement.

Dennis Woessner shall be the Chief Executive Officer of the Town Police Department (hereinafter referred to as the "Police Department"). Dennis Woessner shall be responsible to the Town Manager for the proper administration of all affairs of the Police Department.

Dennis Woessner's duties and responsibilities shall include but not be limited to the following:

- A. Recommend for appointment and, when necessary in his judgment for the good of the Town, suspend or recommend for discharge all officers and

employees of the Police Department, except as otherwise provided by the Town Charter or state law;

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

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

The Police Chief's employment under this Agreement shall at all times be conditioned on his maintaining certification and meeting such other requirements for sworn police officers as may be set forth in Connecticut law or the regulations of the Police Officer Standards and Training Council or any successor thereto.

### **Section 3. Salary**

The base annual salary for the Police Chief during the first year of this Agreement shall be as follows:

Effective April 23, 2018:        \$110,000.00

After six (6) months of employment with the Town and pending a satisfactory initial evaluation, the Town Manager, in his discretion, may increase the salary to the rate of \$112,000.00 per annum.

The salary shall be payable in installments at the same time as wages are paid to other sworn officers of the Police Department.

The base annual salary for subsequent years of this Agreement shall be determined by the Town.

The Police Chief's position is classified under the Fair Labor Standards Act as an exempt position and therefore overtime provisions under state and federal law are not applicable to such position.

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

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

If the Police Chief elects not to take part in the health insurance plan offered by the Town, he/she will be provided with a two thousand dollar (\$2,000.00) annual stipend, paid on a quarterly basis.

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

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

### **Section 5. Retirement Benefits**

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



### **Section 6. Automobile**

The Town shall provide the Police Chief with a vehicle for business use only. In the event that the Police Chief intends to take this vehicle out of state, he/she shall notify the Town Manager in advance.

The Town shall provide all liability, property damage, and comprehensive insurance coverage consistent with current policy, and shall pay the costs of operation (including all fuels and lubricants), maintenance and repair for the vehicle. The Police Chief shall be responsible for maintaining any required records of use of the vehicle.

### **Section 7. Uniforms and Equipment**

The Town shall provide the Police Chief with an annual clothing allowance of six hundred fifty dollars (\$650.00) per year and a cleaning allowance of eight hundred dollars (\$800.00) per year, payable in quarterly installments.

These amounts may be modified by mutual written agreement between the Town Manager and the Police Chief. The Town will provide ammunition and targets for use by the Police Chief at approved ranges and at approved times.

### **Section 8. Other Benefits**

The Town shall provide and pay for term life insurance in accordance with other management employees of the Town, currently in the amount of one times the Police Chief's annual salary, to a maximum of one hundred twenty-five thousand dollars (\$125,000.00).

The Police Chief shall receive the following paid time off:

- Fifteen (15) days of paid vacation on an annual basis. Such vacation days shall not be cumulative, provided, however, up to five (5) unused vacation days may be carried over to the subsequent year, on the anniversary date of this contract, at the discretion of the Town Manager (memorialized in writing);
- Sick days earned are credited at one-day per full calendar month of employment. Sick time may be accrued from year to year up to a maximum of sixty (60) work days. There is no cash value upon separation, termination or retirement; and
- Holidays, personal leave and funeral leave in accordance with the Town Employee Manual in the same amount and subject to the same conditions as other Town management employees.

All vacation time taken by the Police Chief shall be with advance notice to and approval of the Town Manager. The Police Chief shall provide the Town Manager with as much

notice as possible of his/her intent to take vacation and will work to ensure all of the duties of the office are covered for the period of his leave.

#### **Section 9. Hours of Work**

It is understood and agreed that the Police Chief is at all times either on duty or subject to call and available to respond as needed to carry out his responsibilities as the Police Chief.

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

#### **Section 10. Professional and Business Expenses**

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

#### **Section 11. Residence Requirement**

The Police Chief agrees to maintain his/her residence within fifteen (15) miles of the corporate limits of East Hampton on the Eastern side of the Connecticut River during the term of his/her employment with the Town. Failure by the Police Chief to comply with this Section within twelve (12) months of his employ with the Town shall be deemed a voluntary resignation and shall not require a showing of just cause for discharge.

#### **Section 12. Performance Evaluation**

The Town Manager shall review and evaluate the performance of the Police Chief after a six (6) month period and annually thereafter. Said review shall be in accordance with goals, objectives and criteria developed by the Town Manager in consultation with the Police Chief.

Such evaluation shall include, but not be limited to, the following areas:

- (a) Human Resources Management;
- (b) Fiscal Management;
- (c) Day-to-Day Operations;
- (d) Public Relations;

- (e) Community Initiatives; and
- (f) Staff Development.

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

**Section 13. Indemnification**

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

**Section 14. Conflict of Interest**

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

**Section 16. Suspension and Termination**

- A. By mutual written agreement, the parties may terminate this Agreement at any time.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Police Chief to resign at any time from his/her position with the Town, provided that he/she shall give the Town Manager written notice of such resignation at least sixty (60) days in advance.
- C. Failure by the Police Chief to comply with Section 11 (Residence Requirement) shall be deemed a voluntary resignation and shall not require a showing of just cause for discharge.
- D. This Agreement may be terminated by the Town Manager for just cause.

In the event the Police Chief is discharged for "just cause" (as defined below), the Police Chief shall be provided with a hearing consistent with Connecticut General Statutes Section 7-278. Accordingly, the discharge of the Police Chief shall be in accordance with Section 7-278 of the General Statutes and this Agreement is not intended to limit his/her rights thereunder.

"Just Cause" shall be defined as:

- (i) Negligence, gross negligence or the inability to perform the duties of Police Chief;
- (ii) unsatisfactory performance of the duties of the Police Chief;
- (iii) malfeasance of the duties of the Police Chief;
- (iv) absence without leave;
- (v) intoxication while on duty or in uniform, or use of illegal drugs;
- (vi) any act or omission that constitutes a material breach by the Police Chief of any of his material obligations under this Agreement;
- (vii) the continued and repeated failure or refusal by the Police Chief to perform the material duties required of him as an employee of the Town (including, but not limited to, acting in an insubordinate manner toward the Town Manager);
- (viii) theft, willful neglect or misuse of any fund, property, equipment, material or supplies of the Town, any willful, material violation by the Police Chief of any law or regulation or conviction of a felony, or any willful perpetration by the Police Chief of a common law fraud; or
- (ix) any other willful misconduct by the Police Chief which is materially injurious to the financial condition or reputation of, or is otherwise materially injurious to the Town or any of its employees or agents.

E. The Town Manager may suspend the Police Chief with pay and benefits at any time during the term of this Agreement.

The Town Manager may suspend the Police Chief without pay for just cause, as defined above.

#### **Section 17. Severance Benefits**

In the event the Police Chief voluntarily resigns, he/she shall be compensated for all vacation leave credited and unused to date, in accordance with the Town's Employee Handbook, calculated at the rate of pay in effect upon termination.

In the event the Police Chief is terminated for just cause, the Town's only obligation shall be to pay his/her salary unpaid as of the date of termination.

In the event that the Police Chief is unable to perform the essential functions of the Police Chief position, with or without reasonable accommodation, for a period of six (6) months or more, this Agreement shall immediately terminate.

In the event of a dispute concerning the Police Chief's ability to perform the essential functions of the position, the Town and the Police Chief shall mutually agree on a medical expert to perform an examination and evaluation. In the event that the Town and the Police Chief are unable to agree to a medical expert, the parties agree that the medical expert shall be selected from the two (2) submissions by use of a random, objective method of selection (i.e. - a coin toss).

Any expense for such examination and evaluation that is not covered by the Police Chief's group health insurance shall be paid by the Town.

#### **Section 18. General Provisions**

- A. This Agreement constitutes the sole, only, and entire agreement between the parties with respect to the Police Chief's employment with the Town. This Agreement may be modified only by a written instrument duly executed by both parties.

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

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

#### **Section 19. Resolution of Disputes**

Except for a termination for just cause, as set forth above, in the event of a dispute, controversy, claim or an alleged breach of this Agreement, the Police Chief or the Town may submit the dispute, controversy, claim or breach (hereinafter the "Claim") to final and binding arbitration. Notice of intent to arbitrate by the Police Chief shall be sent by the Police Chief, in writing, to the Town Manager. Notice of intent to arbitrate by the

Town shall be sent by the Town Manager, in writing, to the Police Chief.

The notice shall generally describe the facts and identify the Agreement provision(s) applicable to the Claim. If the parties are unable to resolve the Claim within thirty (30) days of receipt of the Notice of intent to arbitrate, the matter will be submitted to a single impartial arbitrator by filing a demand with the American Arbitration Association. The impartial arbitrator shall either be mutually agreed upon by the parties or selected pursuant to the then current labor arbitration rules of the American Arbitration Association. The arbitration shall proceed in accordance with the labor arbitration rules of the American Arbitration Association.

The arbitrator shall render his decision based on the evidence submitted by the parties. The arbitrator shall not have the power to modify, amend, or delete any of the terms or express provisions of this Agreement. The award of the arbitrator shall be final and binding upon all parties.

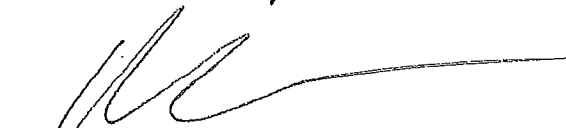
The costs of arbitration, including filing and administrative fees, the fees and expenses of the arbitrator and all other expenses relating to the services and proceedings, shall be borne equally by the parties.

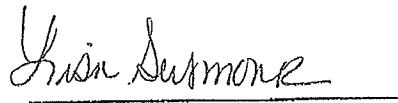
**Section 20. Paragraph Headings**

The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

20<sup>th</sup> day of April 2018.

  
\_\_\_\_\_  
Town of East Hampton

  
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Witness

  
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Witness

  
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Witness



Office of the TOWN MANAGER  
MICHAEL MANISCALCO, MPA  
mmaniscalco@easthamptonct.gov

May 9, 2019

**TOWN COUNCIL**

Melissa Engel  
*Chairperson*

Mark Philhower  
*Vice Chairman*

Peter Brown

Tim Feegel

Dean Markham

Josh Piteo

Kevin Reich

Dennis Woessner

Dear Chief Woessner:

Thank you for accepting this letter as notice of my intent to extend your employment contract, currently ending on April 23, 2022, for an additional 2 years. The ending date is now extended to April 23, 2024.

Please contact me with any questions.

Best regards,



Michael Maniscalco  
Town Manager

cc: Lisa Seymour, Human Resources (for file)

Office of the COLLECTOR OF REVENUE  
**KRISTY MERRIFIELD, CCMC**  
kmerrifield@easthamptonct.gov



April 9, 2024

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 is one (1) refund totaling \$228.84.

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Kristy L. Merrifield, CCMC'. The signature is written in a cursive style.

Kristy L. Merrifield, CCMC  
Collector of Revenue

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## **BOARD AND COMMISSION SUMMARY MARCH 2024**

### **Arts & Culture Commission**

The Arts & Culture Commission met on March 21. Presentations were given for the Capstone and Community Grant applications that were received. Members discussed the All-District Art Show and the 2024 Garden Tour.

### **Board of Finance**

In following with the FY 2025 Budget Schedule, the Board of Finance kicked off the budget process with the Public Hearing on March 18<sup>th</sup> followed by 3 days of Workshops and the first of two scheduled Deliberation Meetings on March 27<sup>th</sup>. No action was taken at this meeting. The second Deliberation Meeting is scheduled for April 3<sup>rd</sup>.

### **Brownfields Redevelopment Agency**

The Brownfields Redevelopment Agency met on March 25. The members welcomed a new member to the agency. The Town Manager gave a brief update of what is going on in the town. The members discussed the progress updates for the EPA and DECD projects and grants. Amy Vaillancourt, a representative from VHB, attended the meeting via Zoom to give updates and discuss topics and aspects of the projects on the properties.

### **Clean Energy Task Force**

The Clean Energy Task Force met on March 5. There was discussion of community solar, sustainability, EV chargers, and Shared Clean Energy Facilities (SCEF). There has been discussion about contacting a company that installs level 2 EV chargers at Cumberland Farms gas stations about having some installed in town. There are three legislations before the general assembly for community solar that the members want to investigate further. The members discussed the Clean up the Lake event being held on Earth Day happening in town. The members briefly discussed getting a booth at the event to pass out pamphlets and flyers.

### **Commission on Aging**

The Commission on Aging met on March 14. Dr. Rosenberg reported on EH Community Cares noting there are 24 volunteers and 24 members with 19 deeds being done in February. They discussed upcoming fundraising for EHCC. The River Valley Transit will be implementing the Xtra Mile Program on May 28 in East Hampton. River Valley Transit will also be planning a fixed bus route so the public doesn't have to flag down buses. The Health and Wellness group is working on adult enrichment programs with the Recreation Department.

### **Conservation-Lake Commission**

The Conservation-Lake Commission met on March 14. The members discussed the invasive plants signs for watercraft on the lake, the watershed projects, federal funding, and the AIS funding, the commission budget, the hydrilla problem in the lake, and the runoff issues from the Edgewater development. The members received a brief presentation about in-lake treatment and the Aquaflex material in seven inlets and streams from John Tucci.

### **Design Review Board**

No meeting

### **Economic Development Commission**

No meeting

## **Ethics Commission**

No meeting

## **Fire Commission**

The Fire Commission met on March 11. There was brief discussion about the dry hydrants, the Walnut Avenue water source problem, and the new Firehouse progress. The members also discussed the number of water in basement calls and Jim Burke created reports that shows the number of calls and manpower hours already used this year.

## **Inland Wetlands Watercourses Agency**

The Inland Wetlands Watercourses Agency held a special meeting on March 14.

Continued Applications:

- A. Application IW-24-003: East Hampton, Public Works Dept., Replacement of Wopowog Culvert. Map 21/ Block 53/ Lot 7. Vice-Chairman Kavalkovich made a motion to approve application IW-24-003 using the short form. For the following reasons: The current state of disrepair of the crossing presents a clear danger to the watercourse and areas downstream; Construction plan mitigates any long-term impacts to the identified species of concern and allows passage for the native species; Best management practices are in place for erosion and sedimentation controls; and natural wetland plantings are part of the plan. Chairman Wilson seconded the motion. Vote: 5-0 in favor

The Regular Meeting was held on March 27.

Continued Applications:

- A. Application IW-23-022: Ryan Hulburt, 63 Spellman Point Rd., Pave driveway in Upland Review Area. Map 09A/ Block 70A/ Lot 35. Application was withdrawn at the request of the applicant.

## **Joint Facilities**

The Colchester-East Hampton Joint Facilities met on March 19. Karl Boyer of AECOM presented the Middletown Avenue Pump Station (MAPS) Planning Phase Design Summary report to the Board. The presentation was comprised of the Condition Assessment, Future Flow Evaluation, Development of Alternatives and Evaluation and Recommendations.

## **Library Advisory Board**

The Library Advisory Board met on March 4. Members discussed the Strategic Planning process and the Community Survey.

## **Middle Haddam Historic District Commission**

The Middle Haddam Historic District Commission met on March 28. The members reviewed and discussed three plan reviews for public hearings. The first application was to install arena lighting for a horse arena. The members reviewed the updated site map depicting where the light poles will be and which way the lights will be facing. A lighting plan was explained to the members by Attorney Scott Jezek representing the applicant. A motion was made to approve the application as described by Attorney Jezek during the meeting. The members voted unanimously against the application for the motion. The second application was to refurbish an existing shed into a one car garage using the original shed footprint. The applicants want to keep with the style and look of the house and neighborhood while constructing the garage. The members made a motion to approve the application as described with a few conditions and passed unanimously. The last application was to install railings to a small outdoor staircase leading from the garage to the house. The railings would be three feet high and made of black aluminum

alloy that would look like cast iron. The members made a motion to approve the application as submitted and passed unanimously.

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

The Parks & Recreation Advisory Board met on March 5. Members received an update from the Air Line Trail Sub-Committee with a spring cleanup on May 4 and the National Trails Day event on June 1. They received updates on programming, the golf tournament and the hiring of full-time and seasonal staff. Members approved MOUs for Glastonbury, Middletown and Wesleyan crew and sailing groups.

### **Planning & Zoning Commission**

The Planning & Zoning Commission met on March 6.

Public Hearings:

- A. PZC-23-015: Text Amendment regarding Accessory Uses to Agriculture per Sec. 8.4.C Mr. Hintz made a motion to close the public hearing. Mr. Sennett seconded the motion. Vote: 7-0 in favor Mr. Hintz made a motion to approve PZC-23-015: Text Amendment regarding Accessory Uses to Agriculture per Sec. 8.4.C as presented effective April 1, 2024. Mr. Rux seconded the motion Vote: 7-0 in favor.
- B. Ted Hintz Jr. Recused himself as he is applicant for 5B - PZC-24-003 Theodore Hintz Jr., 46 Keighley Pond Rd., Special Permit for Lighting of Outdoor Athletic facility for existing horse ring in R2 Zone. Map 01C/ Block 10/ Lot 11. Mr. Rux made a motion to continue the public hearing to the regular scheduled meeting of April 3, 2024. Mr. Sennett seconded the motion. Vote: 6-0 in favor. Mr. Rux made a motion to continue the application to the regular scheduled meeting of April 3, 2024. Mr. Sennett seconded the motion. Vote: 6-0 in favor.

Old Business

- A. PZC-23-016: David & Melissa Baribault, 33 High Point, Gravel Path, Shed and Stairs in Conservation Easement. Map 02C/Block 9/Lot 12/8. Mr. Kowalczyk made a motion to continue PZC-23-016 to the next regularly scheduled meeting of April 3, 2024. Mr. Sennett seconded the motion. Vote: 7-0 in favor.
- B. PZC-24-002: West High Enterprises, 195 West High Street, Site Plan Review for Construction of a Commercial Building in C Zone. Map 12/ Block 36/ Lot 3 Mr. Rux made a motion to continue application to the regular scheduled meeting of April 3, 2024. Mr. Sennett seconded the motion. Vote: 6-0 in favor.

### **Water Pollution Control Authority**

The East Hampton WPCA met on March 5. The Board unanimously approved the 2024/2025 WPCA Expense Budget. The budget reflects a proposed increase in expenses of \$91,100.57 or 4.41% over last year. Approval of Sewer Rates to be determined at a public hearing in September.

### **Zoning Board of Appeals**

No meeting