

Melissa, will try my best to answer your questions to the best I can.

1) Why two sets of numbers posted?

We post all documented information on lake testing.
Currently on Friends website FLPEH.org we both numbers posted.
Chatham Health site posts official beach test only results on Chatham Page.
We used to post on Towns web site but that stopped.
I will address this further at end of notes.

First set is Chatham Health test at Sears Park Beach only

Second set is from NEAR (Northeast Aquatic Research) Dr. George Knoecklein which were also sampled by the health department from Sears Park Beach. Dr. Knoecklein also reports open water concentrations of phytoplankton in addition to the Sears Beach samples. The NEAR reports will specify if the sample was an open water or beach test.

2) Lab Samples:

a) Chatham Health, weekly from Memorial Day to Labor Day.
State Required E.coli test.

NEAR, Monthly: April, May, October, November

Twice a month: June, July, August, September. (Plus additional Sears Beach samples that were collected by the health department and sent to NEAR to count between Memorial Day and Labor Day.)

b) Where are samples taken from (area)
Chatham Health: Only at Sears Park

NEAR: Counts samples taken by Chatham Health from Sears Park, as well as multiple spots on lake: all are GPS locations to monitor changes.

c) What Lab is used-include location

- 1) Chatham Health: Berlin Lab, Berlin, CT
- 2) NEAR Lab: Mansfield, CT.
- 3) Greenwater Labs. Palatka, Florida

~~d)~~ -) How are samples transported?

d)

Beach s Samples are collected in cold dark amber bottles and transported in coolers (ice).

If mailing, general samples are preserved in an iodine solution which preserves and stable for a year.

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If mailing for Toxin testing then sample sent fresh overnight on ice but not frozen

- Toxin testing is for microcystins- need to be fresh live-samples

Cyano testing has been done around 5 years now as blue/green algae was noted in lake. Prior to that time no water was tested algae was only sampled periodically as part of various lake studies in the 1990s-early 2000s.

Chatham Health takes two to three samples from Sears Park weekly once the cyanobacteria bloom started. ~~Some of the samples are dropped off at the NEAR office from Sears park~~ by Chatham Health, to evaluate and compare to Berlin lab samples, which are also dropped off by Chatham Health ~~drops off~~. I have been told by NEAR that different labs have very different concentrations, and they (NEAR) believe the counts from the Berlin Lab to be inaccurate. Cell counting samples sent to GreenWater Labs in Florida were much more similar to NEAR/Dr. Knoecklein's results.

I and the commission have especially noted the differences when looking at the data with such discrepancies. Chatham Health has used Berlin Lab for years, back in Thad King days ~~if~~ they only tested for e.coli bacteria. They never tested for cyanotoxins. ~~Thad~~ used to say, why, the lake always looks this way.

Commented [H1]: Thad?

We are in conversation with the State DEEP and State Health Dept, who are aware of the discrepancies. Change will be coming, I am told. They are well aware of Lake Pocotopaug and the conditions.

Through the years residents have called about the water looking for results and condition of the waters on their area, we share the info.

Being a board member of Ct. Federation of Lakes, I meet with many Ct lake people, associations, limnologists, scientists and discuss same issues and problems at seminars and meetings. This information comes back and shared with Lake Commission and others.

~~There have been times where a sample would be sent to a third party lab like Greenwater Lab. Their results come back much closer to NEAR results than Berlin Lab. In the earlier years all samples from NEAR also went to Greenwater Labs.~~

Have been told the most recent sample of 60,000ppm was sent to GreenwaterLabs because NEAR thought the sample looked bad and had signs of microcystin toxins as well, hopefully results will be forwarded to you as well shortly.

In my own opinion if Chatham Health continues to use the Berlin Lab (town council) should as concerned representatives of the all public residents demand good numbers.



GeoInsight®

Environmental Strategy & Engineering

AGENDA
ITEM # 8A

August 21, 2019

GeoInsight Project 9357-000

Scott Clayton
Public Utilities Administrator
Colchester/East Hampton WPCF
P.O. Box 218
20 Gildersleeve Drive
East Hampton, CT 06424

RE: Proposal to Review Water Interconnect and Development Strategies
East Hampton, Connecticut

Dear Mr. Clayton:

As requested, GeoInsight, Inc. (GeoInsight) prepared this Proposal to assist the Town of East Hampton, Connecticut (the Town) with the review of proposals for the interconnection of the Town's small water systems to a larger regional water utility, as well as the transfer of management and ultimately ownership of the Town's water systems to an independent third party water utility. In preparing this Proposal, you have forwarded to GeoInsight copies of two proposals, a list of tasks you wish to consider, and an interconnection report prepared by Tighe & Bond dated December 2017. Our Proposal is based upon these documents and our discussions with you related to this project.

BACKGROUND

It is our understanding the Town is interested in delegating operation and future development of their water system to a third party. The Town has operated several sources for many years and attempted to add sources including a major effort to install and permit a gravel pack supply well at the Cobalt Landing Wellfield. Developing this source and managing the system is time consuming and very costly. Accordingly, the Town would like to consider third party operation and ultimately transfer ownership of their system as an alternative to utilizing Town personal and equipment to manage and expand the system. The Town solicited two proposals for the operation and future expansion of their system: one from Aquarion Water Company (Aquarion) and one from Connecticut Water Company (CWC). The Town is looking for assistance from a water resources/engineering consulting firm to help interpret these two proposals and to help formulate next steps. The Town provided a list of six tasks and these tasks formulate the basis of our Scope of Work.

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Tel 603.314.0820
www.geoinsightinc.com

MASSACHUSETTS
1 Monarch Drive
Suite 201
Littleton, MA 01460
Tel 978.679.1600

MAINE
4 Market Place Drive
2nd Floor, Suite 207
York, ME 03909
Tel 207.606.1043

CONNECTICUT
200 Court Street
2nd Floor
Middletown, CT 06457
Tel 860.894.1022



Task 6: Workshop with the Town

GeoInsight will meet with the Town to review the Memorandum and discuss our observations and recommendations, including possible next steps. We assume that the meeting will be attended by the project manager and the project engineer and the Town will be represented by the Town Council. GeoInsight will create a presentation for the workshop and will review attribute tables, cost summaries, and other items included in our Memorandum.

TOTAL COST ESTIMATE AND SCHEDULE

GeoInsight estimates the total cost of this project to be \$12,000. This includes roughly 40 hours of project manager time, 30 hours of project engineer time, and 8 hours of water supply director time to peer review documents and provide quality assurance/quality control. It is anticipated that the project can be completed within approximately 60 days pending the scheduling of the staff meeting and the workshop, which might be outside of our control. Please contact us if a more accelerated time frame is required.

PROJECT TEAM



included in the two proposals.

John J. Christian will serve as project manager for the project. John's background is in water resources and he previously worked at Avon Water Company (now CWC) where he learned both the technical and administrative workings of the water industry. John worked on the Avon Water Company/CWC interconnection project during his time with Avon Water Company and assisted a coastal town with aspects of a water sharing project between two municipal water utilities. On this project, John will work with Andy Sharpe to review proposals and background documentation and assist in summarizing the engineering aspects and proposed costs



proposals and summarize engineering aspects and proposed costs included in the two proposals.

Andrew J. Sharpe, P.E. will act as project engineer for this project. Andy has over 35 years of experience and has worked on the engineering aspects of many water supply and water distribution projects. Recently, Andy worked with CWC to design backwash water treatment facilities at their Marlborough Gardens and Forest Homes water systems in Marlborough, Connecticut. Andy has been involved with large scale planning projects such as the Southern New Hampshire Water Planning Collaborative, which involved evaluating the condition of water supply, treatment, and distribution facilities at over 50 major water suppliers in Southern New Hampshire. On this project, Andy will work with John to review

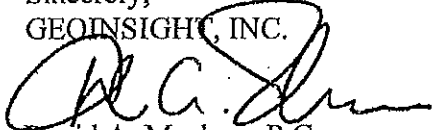



Terms and Conditions shall constitute the entire Agreement between us. This proposed Agreement is valid for a period of 30 days.

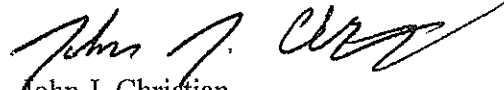
The cost estimates provided for this work authorization are based upon the anticipated activities and assumptions described in this letter, which represent our judgment as to the level of effort required. You will be notified of conditions resulting in an increase in the budget estimates should they become evident.

If this Proposal is acceptable to you, we request that you return one executed copy as authorization to proceed. The work performed under this Proposal will be governed by GeoInsight's attached Terms and Conditions and Fee Schedule. GeoInsight looks forward to working with you on this project. If you have questions regarding this Proposal, please contact us at (603) 314-0820.

Sincerely,
GEOINSIGHT, INC.


David A. Maclean, P.G.
Senior Associate


Andrew J. Sharp, P.E.
Senior Engineer


John J. Christian
Project Manager

Attachments: Fee Schedule
Terms and Conditions
Case Studies

<p>Proposal to Review Water Interconnection and Development Strategies</p> <p>Accepted by The Town of East Hampton Connecticut</p> <p>Name (spelled): _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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STANDARD TERMS AND CONDITIONS

"This Agreement" as used herein shall mean these Terms and Conditions, the written Scope of Work (SOW), and any Addenda thereto prepared by GeoInsight, Inc. (GeoInsight) and signed by the Client and, if and as applicable, the Fee Schedule attached to the SOW. All representations, statements, and agreements made between the parties are merged into this Agreement, which alone fully and completely expresses their respective obligations.

1. BILLING AND PAYMENT - Charges for the Services performed shall be invoiced as stated in the SOW. If the Client objects to all or any portion of an invoice, the Client shall notify GeoInsight in writing of the objection within ten (10) business days from the date of receipt of the invoice, state the reasons for the objection, and pay the portion of the invoice that is not disputed. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges shall not apply to any disputed portion of any invoice resolved in favor of the Client. If Client fails to make payment when due, GeoInsight may, following written notice, suspend or terminate performance of Services under this Agreement, including, but not limited to, withholding completed reports and other work product. Unless payment is received within 10 days of the date of the written notice, termination can occur without further notice. If Services are suspended or terminated under this provision, GeoInsight shall incur no liability of any kind whatsoever to Client or others because of such suspension, including any form of direct, indirect or consequential damages or assessed penalties, for any reason including, but not limited to, missed regulatory deadlines. If legal action is taken by GeoInsight to recover from the Client invoiced amounts that are not paid, reasonable attorneys' fees, court and/or arbitration costs, and related expenses shall be paid to GeoInsight in addition to invoice amounts awarded or paid.

2. RESPONSIBILITIES - The Client shall be responsible and indemnify and hold GeoInsight harmless for any and all liabilities and damages arising from the accumulation, transportation, treatment, storage, and/or disposal of any hazardous wastes or hazardous materials already existing on the site that are generated from Services performed. GeoInsight will indemnify and hold the Client harmless for any and all liabilities and damages arising from accumulation, transportation, treatment, storage, and/or disposal of any wastes originating from hazardous materials GeoInsight brings onto the site.

3. DUTY TO DISCLOSE - The Client shall disclose in writing to GeoInsight prior to commencement of work under the SOW, all of the following information, unless otherwise provided in the SOW: (a) site emergency response procedures, if previously established; (b) any potential fire, explosion, health, safety or other hazards that may be associated with work at the site; and (c) all known information and reports regarding environmental conditions at the site, including but not necessarily limited to information regarding the presence of hazardous substances, hazardous materials, hazardous wastes, or other toxic or noxious materials at the site. Client acknowledges that pursuant to the federal Occupational Safety and Health Act (OSHA) and under various comparable state laws, Client may be classified as an "employer" with respect to work conducted at the site pursuant to the SOW, and Client may be subject to OSHA or other laws or regulations governing worker safety and health.

4. HAZARDOUS MATERIALS RISK RECOGNITION - The Client recognizes that there are inherent risks associated with use of exploration methods used in hazardous materials projects. The Client recognizes that the technical knowledge base and state of practice used by GeoInsight and other environmental consultants is continually developing and evolving, particularly with respect to the fate and effects of hazardous materials and that, accordingly, standards applicable to the Services may change because of improvements in the state of practice by environmental consultants. The Client recognizes that certain laws and regulations governing hazardous materials and waste sites purport to require achievement of

results that cannot be accomplished in an absolute sense (such as the construction of entirely impermeable liners).

5. UNANTICIPATED EVENTS - For purposes of this Agreement, an "Unanticipated Event" shall mean (i) strikes, lockouts, riots, unavoidable accidents, acts of God or of the public enemy, or unavailability of transportation; (ii) any lawful order issued by the United States government or any other federal, state, or local governmental authority; (iii) any other unforeseen or unexpected contingency, the nonoccurrence of which was expressly or impliedly assumed in the SOW; or (iv) any other cause beyond the parties' reasonable control. If GeoInsight is not able to initiate or complete the Services in accordance with schedules set forth in the SOW because of any Unanticipated Event, then both parties shall have the right either to terminate or renegotiate their obligations under this Agreement. Under no circumstances shall GeoInsight be required to maintain its work force in standby status for a period in excess of five (5) calendar days without compensation in accordance with the Fee Schedule that applies to the SOW.

6. CONFIDENTIALITY AND RELEASE REPORTING - Each party to this Agreement and their agents shall retain and treat as confidential, and shall not disclose to any third party, any information or data furnished by the other party that is designated in writing as confidential at the time of transmission and is obtained or acquired in connection with this Agreement. This Agreement and any Addenda thereto are confidential business information between GeoInsight and the Client and shall not be disclosed to other parties without a written release that expressly grants such disclosure. Information that is reasonably considered to be of a non-confidential nature, or that is in the public domain, or was lawfully already in the possession of either party at the time it was provided by the other party, or is required by law to be disclosed by an administrative agency, court, or other entity, or that relates to emergency situations that dictate private or public disclosure is not subject to this provision. All documents, data, calculations, and work papers prepared or furnished by GeoInsight are instruments of service and will remain GeoInsight's property. Any technology, methodology, or technical information learned or developed by GeoInsight will remain its property.

Notwithstanding the provisions of the paragraph above, both parties agree that each shall be entitled to disclose and/or permit to be inspected and/or reproduced information about Services performed under this Agreement when required to do so pursuant to local, state, or federal law or by governmental or court order or subpoena, provided that both parties agree to use best efforts to promptly notify the other of receipt of any such order or subpoena or of advice from counsel of such local, state, or federal statutory requirements. If any governmental agency or court requires either party to disclose and/or permit to be inspected and/or reproduced, any information designated in writing as confidential pursuant to this section, each party is hereby authorized to request that said governmental agency or court treat such information as confidential and not for public disclosure.

Notwithstanding anything to the contrary expressed in the preceding paragraphs, both parties recognize that Services performed under this Agreement may result in the discovery of certain environmental conditions which, in GeoInsight's professional judgment, pose an imminent and substantial threat to public health or the environment ("Immediate Threat[s]"). GeoInsight will promptly report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report the Immediate Threat to the proper regulatory authorities. If the Client fails to report an Immediate Threat to the proper authorities and GeoInsight believes that it has an independent legal or ethical responsibility to report an Immediate Threat, GeoInsight shall so inform the Client, citing the regulatory or ethical requirement in writing. If the Client continues to fail to report the Immediate Threat, GeoInsight may, under the advice of counsel, report the Immediate Threat to the authorities and shall have no liability to the Client for making any such reports.

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Page 1



Agreement shall be binding on the successors, heirs, administrators, and assigns of both parties.

12. NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES - The addressee identified in the SOW and the signatory to the SOW are the authorized representatives of the Client and GeoInsight for the execution of this Agreement. Each Addendum, if any, shall set forth the names and addresses of the

respective authorized representatives of the parties for the administration of that Addendum. Any information or notices required or permitted under this Agreement or any Addendum shall be deemed to have been sufficiently given if delivered either personally, by mail, by telephone facsimile, or by explicitly acknowledged email to the identified authorized representative(s) or any other authorized representative(s) identified in an applicable Addendum.

**SUMMARY OF INSURANCE COVERAGE
GEOINSIGHT, INC.**

GeoInsight, Inc. maintains the following insurance coverage:

TYPE	LIMITS
Worker's Compensation	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Employer's Liability	\$1,000,000 Claim/Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability, including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Contractor's Pollution Liability	\$5,000,000
Excess Liability (Umbrella Form)	\$12,000,000

ACHIEVEMENTS (CONT.)

SUCCESSFUL STATE AND FEDERAL PERMITTING

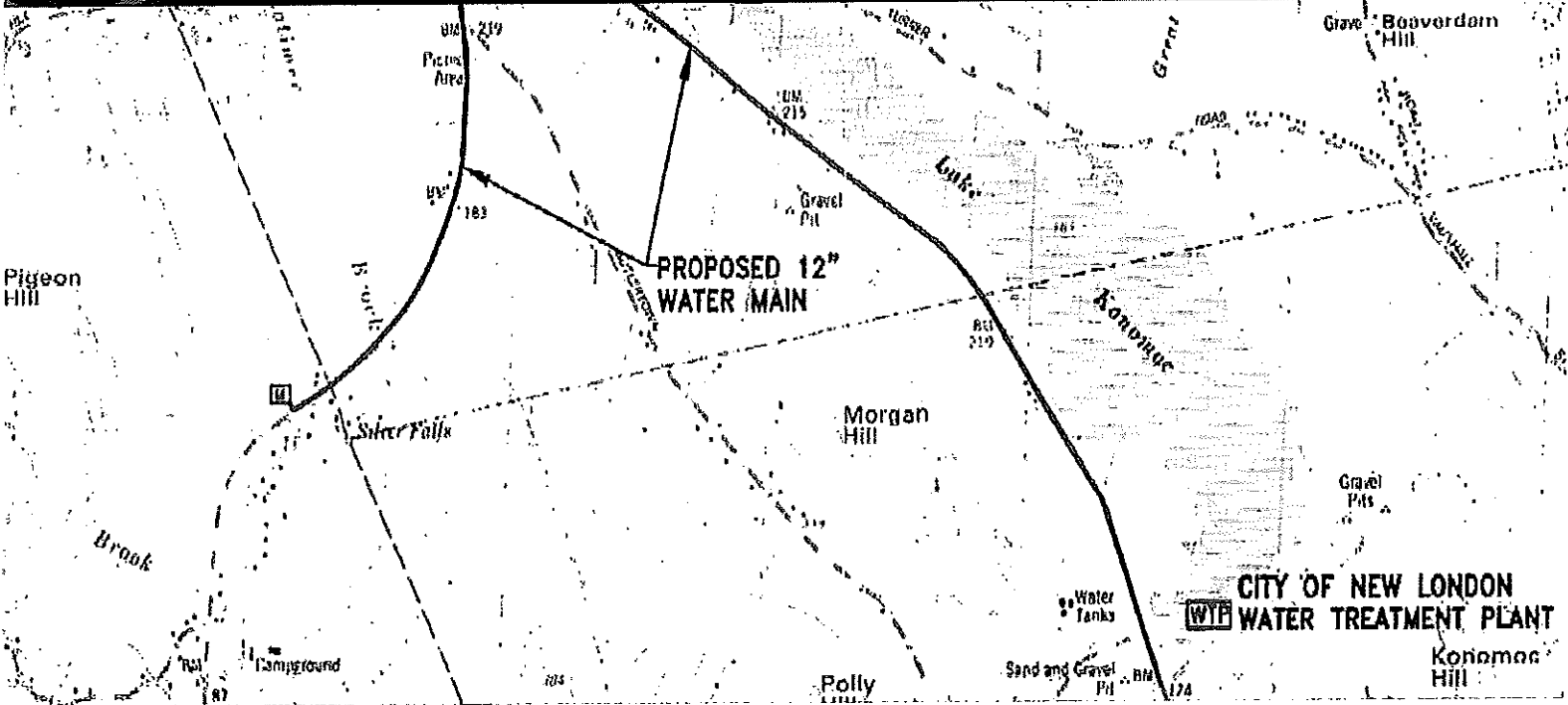
The technical challenges that the project faced were compounded when it was decided that the Ledyard and Montville systems would be connected via a 16-inch High Density Polyethylene (HDPE) pipe. As a result of the selected crossing route, additional permitting was required on the local, State, and federal level. GeoInsight was responsible for the State and federal permitting and assisting the design engineer with the local permitting. Due to the environmentally sensitive nature of the project and the high profile, the client believed it was necessary to place the added precaution of having a GeoInsight project manager on-site during all HDD activities, this helped ensure the quality and efficiency of the project.



Shoreline Community Water Supply Solutions

PERMITTING, CONSULTING, DESIGN, AND ENGINEERING

CLIENT TYPE: MUNICIPAL
LOCATION: EASE LYME, CT
ACTIVE: 2010



SCOPE OF SERVICES

- Identified new infrastructure needs
- Successful loan application with Drinking Water State Revolving Fund

WHY GEOINSIGHT

Southeast Connecticut has historically faced significant water supply challenges especially meeting summer demand with limited sources. After our involvement with the Thames River regional interconnection project, completed in 2008, we were retained by Shoreline Community for our extensive experience and success negotiating the political and administrative hurdles. This project set the stage for regional cooperation on water supply issues and also provided an opportunity to showcase our versatility and commitment to practical problem solving. We provided water supply engineering, planning, and evaluation services to the East Lyme Water and Sewer Commission (East Lyme).

ACHIEVEMENTS

HOLISTIC STRATEGY TO SERVE ALL NEEDS – Our approach is always to begin with the end in mind. Our strategy addressed East Lyme’s immediate needs while including the long-term vision to address a significant seasonal water deficit. We developed the conceptual design and supported the eventual construction of a water transmission main, storage tank and booster pumping facilities. This solved their immediate summer deficit. Additionally, we helped arrange a unique operating agreement between East Lyme and the City of New London (the City) to include a water sharing and purchase agreement that has been termed a “net neutral” water supply agreement.



Lenard Engineering, Inc.

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Fax: 860 429-1367

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Tel: 860 379-6669
Fax: 860 738-1272

15 Midstate Drive
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Fax: 608 721-7810

Civil, Environmental and Hydrogeological Consultants

August 7, 2019

Mr. Scott Clayton
Public Utilities Administrator
Colchester/East Hampton WPCF
P.O. Box 218
20 Gildersleeve Drive
East Hampton, CT 06424

RE: *Proposal for Professional Services, Review of Water Service Plan Proposal for Centralized Water System Plan, East Hampton, CT*

Dear Mr. Clayton:

Thank you for contact me regarding our reviewing two competing proposals to implement a Centralized Water System Plan for the Town of East Hampton. We would be honored to help advise the Town of East Hampton by reviewing and critiquing the proposals submitted by both Aquarion and Connecticut Water, and providing sage water system consulting to help the Town with their next steps in the project.

Lenard Engineering, Inc. (LEI) is very familiar with water system issues in East Hampton, having designed several of the systems that are being considered to be incorporated into this new Centralized system (the Village Center, Royal Oaks and Bellwood Court public community systems). We also reviewed the December 2017 Interconnection Study prepared by Tighe & Bond, and have a good understanding of their conclusions and recommendations.

Based on your email, we have prepared the following scope of services:

SCOPE OF SERVICES

- 1) Conduct a detailed review of the Tighe & Bond December 2017 Interconnection study, which was the basis for the two proposals submitted. Meet with the Public Utilities Administrator to review the reports summary and conclusions, Town's preferred alternative and identify preferences and concerns moving forward with future steps. For example, seek Town's input on potential future development and use of the Cobalt Landing wellfield and potential interconnection with MDC, and which of the three alternates identified in the Tighe & Bond study is preferred.
- 2) Provide a detailed technical review of the two proposals. Per your request, we will review each proposal for technical content, compliance with the Town's short and long term goals, details on how systems will be consolidated and interconnected, potential system buildout and proposed implementation plans, and other items.
- 3) We will review the costs proposed by each proposal, including construction, contingencies, soft costs, unit costs, and post-construction costs. We will also verify how each proposal will address design, permitting, financing and on-going communications with the Town throughout the project.



Hourly Billing Rates

<i>Classification</i>	<i>2019</i>
Principal Engineer	175.00
Project Manager/Engineer	153.00
Senior Project Engineer	129.00
Project Engineer	115.00
Licensed Land Surveyor	110.00
Civil Engineer	103.00
Principal Hydrogeologist	175.00
Senior Environmental Scientist	125.00
Project Manager/Hydrogeologist	115.00
Project Geologist	95.00
Hydrogeologist	100.00
Field Technician I	85.00
Senior Technician	106.00
Field Technician	95.00
Senior Administrative Assistant	66.00
Administrative Assistant	61.00

same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

11. **Insurances:** LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such Insurance.

12. **Professional Liability Risk Allocation:** The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

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

14. **Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

15. **Services Related to Permits and Approvals:** The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this *Standard Conditions of Engagement*.

16. **Public Responsibility:** The Client agrees to notify each appropriate federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

17. **Modification of Agreement:** The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

- 17.A) The agreement's scope of services
- 17.B) The magnitude or format of compensation
- 17.C) The magnitude and/or timing of progress payments
- 17.D) LEI's schedule or period of service

18. **Suspension of Work:** If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension.

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

19. **Termination of Agreement:** Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party

19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party

19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate

19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

20. **Shop Drawing Review:** If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

21. **Assignment:** Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

22. **Hazardous Materials:** Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

23. **Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off from any payment due hereunder or any other agreement entered in connection with this agreement.



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July 11, 2019

Scott Clayton
Public Utilities Administrator
Colchester East Hampton Joint Facilities
P.O. Box 218
20 Gildersleeve Drive
East Hampton, CT 06424-0218

Re: Engineering Services Proposal
Review of Proposals – Water System Development Project

Dear Mr. Clayton:

As requested, following is DPC Engineering's (DPC) engineering services proposal to Review Technical Proposals for the Water System Development Project. Below, please find our Project understanding, as well as DPC's proposed scope of services, schedule, and fee for the Project.

PROJECT UNDERTANDING

The Town of East Hampton is considering a Water System Development Project, and recently solicited proposals from prospective vendors. Two proposals were received by the Town. The Town is now seeking input from an independent Engineering firm, who does not work for either vendor, to perform a review of the technical proposals and provide recommendations to the Town of East Hampton. ***Please note, DPC has never worked directly for either vendor.***

SCOPE OF SERVICES

Following are the proposed tasks for this Project:

1. Technical Review: Review the two proposals relative to technical content, short and long term goals, interconnection and consolidation of existing systems, potential system build out and the vendors' proposed implementation plans.
2. Costs Review: Review the two proposals relative to anticipated construction costs, contingencies, soft costs, unit costs and post-construction costs.
3. Summary of Observations: Prepare a bulletized list of observations for each of the two proposals, including follow-up questions, based on the results of Tasks 1 and 2.
4. Staff Meeting: Meet with the Public Utilities Administrator, to discuss the results of Tasks 1 through 3.
5. Memorandum: Prepare and submit a Memorandum, including a summary of observations and recommendations to the Town.
6. Workshop with the Town: Meet with Town to review the Memorandum and discuss our observations and recommendations, including possible next steps.



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STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated July 11, 2019 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between DPC Engineering, LLC ("Engineer"), with an address of 22 Northfield Road, Longmeadow, MA 01106 and the Colchester East Hampton Joint Facilities ("Client"), with an address of Colchester East Hampton Joint Facilities, P.O. Box 218, 20 Gildersleeve Drive, East Hampton, CT. 06424-0218 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the Client, shall perform the services described in the attached Scope of Services.

1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.

1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required by the Scope of Services.

3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Engineer:

3.1 Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.

3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.

3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.

3.5 Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.

3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

4.1 If requested by Client, the Engineer will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Engineer will recommend the use of such third parties with reasonable care, but does



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7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

8. Insurance

8.1 Engineer is protected by Worker's Compensation Insurance, Employer's Professional Liability Insurance, and by General Liability Insurance each (with the exception of Workers' Compensation) with a minimum limit of \$1,000,000 per occurrence and in the aggregate. Engineer will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Engineer waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or its contractor. The Client shall require a similar waiver from any contractor.

9. Indemnification Hold Harmless

9.1 Engineer agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of

the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations



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observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

16. Pre-Existing Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and Client agree to the following:

16.1.1 Hazardous Substances. Client acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 Client's Duty to Notify Engineer of Hazards. Client shall provide Engineer with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Engineer immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with Client or its performance of

services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist. The Client acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by Client or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples

17.1 Non-Hazardous Samples. Engineer will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Engineer's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Engineer will ship such samples to the location designated by Client, at Client's expense. Engineer



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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

ENGINEER:

DPC ENGINEERING, LLC

By: David R. Prickett

Printed: David R. Prickett, P.E.

Title: President

Thereunto duly authorized

Date: July 11, 2019

CLIENT:

COLCHESTER EAST HAMPTON JOINT FACILITIES

By: _____

Printed: _____

Title: _____

Thereunto duly authorized

Date: _____



911-A Commerce Road
Annapolis, MD 21401
Phone: (410) 266-9101
Fax: (410) 266-5545

August 2, 2019

Scott Clayton
Public Utilities Administrator
Colchester/East Hampton WPCF
P.O. Box 218
20 Gildersleeve Drive
East Hampton, CT 06424

Subject: Review of Water System Plan Proposals

Dear Mr. Clayton:

Thank you for the opportunity to work with the Town of East Hampton. Based on our recent conversation, we have prepared a brief scope of work and fee estimate for the review and comparison of the proposals from Aquarion Water Company and Connecticut Water Company to provide plans for and implementation of a centralized water system in the Town.

We have provided similar assistance to utility clients including West Manheim Township in Pennsylvania, the City of Glen Falls in New York, the Southeastern Public Service Authority (SPSA) in Virginia and the Northeast Maryland Solid Waste Authority in Maryland. Detail on each of these projects is provided in Section 2.

Our water and sewer utility clients within New England include the Towns of Branford, Cheshire, Montville, Manchester and Watertown in Connecticut; Bristol County Water Authority (BCWA), the Town of North Kingstown and the Rhode Island Public Utility Commission (PUC) in Rhode Island; the Towns of Auburn and Barnstable in Massachusetts; and the Town of Exeter and Cities of Claremont and Portsmouth in New Hampshire.

Our scope of work outlines the tasks necessary to complete a review of the two proposals received by the Town. Please review the document and provide any comments you may have.

Very truly yours,

A handwritten signature in black ink that reads "Michael Maker". The signature is fluid and cursive.

Michael Maker
Executive Consultant
NewGen Strategies & Solutions, LLC

proposals from three vendors, evaluated the proposals using pre-approved evaluation criteria, then helped the City negotiate a 20-year contract with the selected vendor.

Southeastern Public Service Authority, Chesapeake, VA – Sale / Lease of 4,000 Tons-per-Day Waste-to-Energy Facility

Working with a law firm and an engineering firm, we helped SPSA develop an RFP, adopt evaluation criteria, identify potential buyers, solicit and evaluate proposals, then negotiate in parallel with two vendors to effect the sale of certain portions of this major regional WTE facility that faced \$200 million in deferred maintenance and regulatory upgrades.

Northeast Maryland Solid Waste Authority, MD – Due Diligence on \$150 Million Waste-to-Energy Facility Transaction

We were engaged by this financing agency to review, evaluate, critique and suggest modifications to the financing plan for the design, construction and operation of a 2,200 tons-per-day waste to energy facility in Frederick County, Maryland, that would involve the lease of certain facilities to a contract operator. We were asked to make certain that the financial models mirrored the language of the proposed contracts, that the terms and conditions made business sense, that no cost items were omitted or erroneously included, that usage and demand projections were reasonable, that reasonable cost indices and inflation factors were utilized, that customer rate impacts (tipping fees) were reasonable – in summary, to “kick the tires” to make certain that the proposed transaction made sense.

3. Study Assumptions

A cursory look at the two proposals reveals that they are quite different in scope and detail (evidenced by the physical number of pages: Aquarion’s 20 pages vs. Connecticut Water’s five). While we will provide a review of the technical and cost details provided in each proposal, we will most likely have to ask for additional information from the Town and the proposers (especially Connecticut Water since its proposal is not as detailed and provides only basic cost data). We plan on relying on available data from the Town and the proposers (whether it is currently available or needs to be provided). If it cannot be provided, assumptions will be made and clearly stated in our findings and recommendations. We do not plan on doing a full engineering estimate, which would require much more extensive effort and cost than we have estimated.

We believe it would advantageous for the Town to have senior management from the Town (most likely the Town Manager and Public Utilities Administrator) visit or speak with surrounding municipalities that have entered into agreements with Aquarion Water Company or Connecticut Water Company to learn from their experiences (what went well, what could have been done differently, etc.) about the transition and resulting financial impact. Those municipalities in which there has been several years since an agreement has been signed would be ideal since enough time will have elapsed for the impact on the municipality and customers to be realized.

We must stress that the analysis we will deliver to the Town is intended to give the Town an “order of magnitude” estimate as to what the Town’s agreement with either vendor might entail in terms of costs and will provide the Town with negotiating material to support initial discussions. Once the Town has

- operating and capital budgets for the Town
- contractual agreements with any other agencies / entities
- records of regulatory compliance or violations
- annual reports / year-end financial statements for the Town
- environmental permits, compliance plans, compliance reports and any open enforcement agreements or negotiations with CT Department of Energy & Environmental Protection (DEEP)
- documentation from CT Department of Public Health (DPH)
- engineering studies or assessments of water system assets
- documentation from CT Public Utilities Regulatory Authority (PURA)
- GIS data related to the water system
- Minutes from Council meetings dealing with the subject

One of the primary purposes of this effort is to “build the box” within which the evaluation of the two proposals must be conducted. In addition, we would like to acquire as much of the data as possible that will be needed for the evaluation, so that repetitive data requests can be minimized.

Task 2 – Costs Review

Based on data collected as part of the Technical Review task, we will review and compare the two proposals based on the following anticipated financial information:

- construction costs
- contingencies
- soft costs
- unit costs
- post-construction costs

As part of this task, we will identify and assess all costs associated with each proposal (one-time and ongoing, capital and operating) to ensure a true cost of service is developed. To the extent that the information is available, we will review the assumptions, basis and financing structure proposed by each firm from the perspectives of practicality, acceptance by the financial community (assuming that long-term debt will be involved in the transaction) and impact on customer rates and bills.

Task 3 – Summary of Observations

Based on the results of Tasks 1 and 2, we will develop a list of observations and findings from each of the two proposals, other data items requested and correspondence with stakeholders. As part of our observations, we will also prepare a list of follow-up questions and additional data needs.

Task 4 – Staff Meeting

We will participate in a meeting with the Public Utilities Administrator (and any other staff or stakeholders the Administrator would like to invite) to discuss the preliminary findings and recommendations from the analysis developed in Tasks 1 through 3.

Edward Donahue | Technical Advisor



Mr. Donahue has over 40 years of experience, having performed cost of service, rate and feasibility work for more than 125 clients, including work for cities, counties and special purpose authorities and commissions in Alaska, California, Connecticut, Delaware, the District of Columbia, Illinois, Kentucky, Maine, Maryland, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Virginia and others. He has served as chairman of AWWA's Finance, Accounting and Management Controls Committee and currently chairs that organization's GASB 34 Task Force; he is a contributing author and editor for AWWA's Manual M-29, Capital Financing, and served the same role for the recent AWWA/GFOA textbook Financial Management for Water Utilities. He has been accredited and served as an expert witness in accounting, contract, and construction and rate matters before courts and regulatory agencies.

EDUCATION

MBA, Finance, Government-Business Relations, George Washington University

BS, Accounting, Johns Hopkins University

REGISTRATIONS & CERTIFICATIONS

Certified Management Consultant (U.S., Canada)

AFFILIATIONS

AWWA, WEF, GFOA

Active member of the AWWA Finance, Accounting & Management Controls Committee

Jay Sakai, PE | Engineering / Operational Analysis



Mr. Sakai has over 30 years of engineering and management experience at all levels of government, including leadership positions at a state regulatory agency and one of the Mid-Atlantic's largest public utilities, including Director of Water Management Administration, Maryland Department of the Environment, Bureau Head of the Bureau of Water & Wastewater, Baltimore City Department of Public Works and Chief of Utility Engineering, Baltimore City Department of Public Works. He managed the regional water and wastewater systems owned and operated by the City of Baltimore.

EDUCATION

MS, Business – Management Information Systems, Johns Hopkins University

BS, Civil Engineering, Johns Hopkins University

REGISTRATIONS & CERTIFICATIONS

Professional Engineer (MD)

AFFILIATIONS

AWWA, WEF, CWEA



AGENDA
ITEM # 10a

August 12, 2019

To: Jeff Jylkka, Interim Town Manager

From: Dennis Woessner, Chief of Police 

Subject: General Order approval

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

General Order 5.10, **Securing Prisoners**, is an existing General Order which has been modified to allow for flexibility in the number of officers required to safely transport a prisoner to a medical facility. Minor word changes were also made to better reflect the current practices of the East Hampton Police Department.

Additions are in red and deletions are in yellow.





EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.10 PATROL FUNCTIONS

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

I. PURPOSE

The purpose of this policy is to establish a procedure for securing and controlling prisoners in the East Hampton Police Department (“EHPD”) holding facilities.

II. POLICY

It is the policy of the East Hampton Police Department to ensure the safety of East Hampton Police employees, prisoners under their control, and the general public. EHPD holding facilities will be managed and operated pursuant to the practices established herein, in a manner consistent with maintaining the safety and security of EHPD facilities and its occupants.

III. DEFINITIONS

Custody: Legal or physical control of a person in an area or facility or while in transit; legal, supervisory, or physical responsibility for a person.

Detainee: A person in the custody of EHPD personnel and whose freedom of movement is at the will of EHPD personnel.

Holding Facility: A confinement facility outside of a jail where detainees are housed, receive meals, and can be detained for periods involving days and overnight stays for a period of not more than 72 hours, excluding holidays and weekends.

In Custody: Being under the full control of a law enforcement officer.

In Custody: Being under the full control of a law enforcement officer.

Inventory: A detailed, itemized list, report, or record of items in one's possession or the process of making such a list, report, or record.

Processing: Includes pre-booking activities involving detainees in custody, after which detainees may either be released from custody by one of several means or be escorted to a holding facility, at which time they would be booked.

IV. PROCEDURES

A. Securing Weapons

1. Entering a secure and confined area with a potentially hostile prisoner or prisoners, while carrying weapons, increases the potential for injury to officers and prisoners.
2. Firearms, Tasers, knives, and other weapons as determined by the Chief of Police, are prohibited in all prisoner areas, including temporary holding cells, jail cells, prisoner interview and interrogation, and booking processing rooms, unless authorized as described below. Weapon storage lockers shall be located at the entrances to the cellblock area in the sally port, at other points of entry into the holding facility, and near any other temporary holding rooms in the police building. All personnel, including members of other agencies, shall be required to secure their firearms, Tasers, and knives in these lockers prior to entering the holding facility, cellblock area, or any other area containing a detainee or prisoner.
3. Weapons such as OC spray and batons may be taken into holding and cellblock areas, provided they are secured and under the control of the employee.
4. It shall be the responsibility of all supervisors to enforce this directive. The only exceptions or conditions where firearms and/or Tasers shall be allowed in these areas are during bona-fide emergencies, including:
 - a. Situations where it is suspected or known that a detainee has obtained a weapon
 - b. Situations where a detainee has taken a hostage
 - c. Other emergencies; with the approval of the Shift Supervisor

B. Security Checks and Facility Inspection

1. Proper maintenance and inspection of all EHPD holding facilities is essential

to prisoner security and ensuring the safety of those utilizing the facilities.

- a. Prior to and immediately after placing a prisoner in a temporary holding cell, jail cell, prisoner interview and interrogation room, booking or processing room, or holding cell, the area(s) shall be checked for weapons, contraband, and/or visible damage. Discovery of any of these items will be documented and immediately reported to the Shift Supervisor.
- b. Cleaning staff will conduct and document visual inspections of all EHPD holding facilities when servicing them. The supervisor will also ensure that a detailed weekly inspection of all EHPD holding facilities be conducted. The purpose of these documented inspections will be to identify and correct any conditions that may threaten the safety of EHPD employees.

C. Prisoner Search

1. Placing a prisoner in a EHPD facility without ensuring that (s)he is properly searched for weapons and/or contraband creates an unnecessary risk. All prisoners will be properly searched prior to being placed into an EHPD holding facility. Any item that could be used to inflict harm to the prisoner or an officer such as: medications, shoelaces, belts, ties, headbands, matches, sharps, etc. will be removed from the prisoner. Items which are removed from the prisoner will be noted on the Prisoner Inventory Form and secured in the prisoner locker in the cell block area. Any contraband or evidence found on the prisoner will also be listed and then held as evidence.
2. The prisoner should be searched by a same sex officer whenever possible. In the event that a same sex officer is not working and the officer must conduct the search, officers should use either the video camera or the building CCTV camera(s) to record the search of a prisoner of the opposite sex.

D. Placement of a Prisoner in an EHPD Holding Facility

1. Restraining devices should be removed from prisoners prior to placing them in a holding facility unless the officer feels that the removal will be a security risk.

E. Entering an Occupied Cell

1. Personnel assigned to the Holding Facility are permitted to enter an occupied cell for official and legitimate police business only, including:

- a. For a medical emergency involving the detainee
 - b. To subdue, restrain, and control a violent detainee
 - c. To transfer or release a detainee from custody
 - d. To search a cell, having detected suspicious activity on the part of the detainee
 - e. To recover contraband, evidence, or weapons possessed by a detainee
2. When warranted in the above situations and/or practical to do so, there shall be a minimum of two employees present when an occupied cell must be entered. This is to ensure that detainees do not have an opportunity to take keys and weapons from an officer, injure an officer, or escape. When it is necessary to search an occupied cell, the detainee shall, when feasible, first be transferred to another cell.

F. Monitoring of Prisoners

1. Television and Audio Monitors

- a. Once a prisoner is in a cell block the dispatcher/desk officer and/or detention officer shall activate all cell block cameras and audio monitors ensuring that they are both in working order. When prisoners of the opposite sex are being monitored it is imperative to ensure that the dispatch monitors are operational.
- b. In the event that a cell block camera or audio camera is not working the shift supervisor shall be notified and the prisoner moved to a cell where the camera is operational. If the audio device is broken, the officers can communicate via portable radio.
- c. It is the responsibility of the dispatcher/desk officer and/or detention officer to monitor the cell block cameras and to report any problems to the on-duty supervisor. The desk officer/dispatcher and/or detention officer are responsible for ensuring that the TV monitor(s) and audio device(s) are operational at the beginning of their shift and if any problems are discovered, the shift supervisor shall be notified.
- d. The cell camera will be pointed in such a way that the personal privacy of the arrestee is not unnecessarily compromised.

2. Physical checks

- a. While a prisoner is in the custody of EHPD the prisoner shall be monitored and physically checked on at least once every ½ hour. If a prisoner requires special attention he/she will be physically checked once every 15 minutes. An example of this would be if a prisoner was having suicidal thoughts and was taken to a medical facility to be evaluated, and subsequently medically cleared to be brought back to EHPD to be held, they would be checked every 15 minutes. The time of the check and the name of the detention officer shall be noted on the prisoner card in the prisoner log book.
- b. Whenever there is a change of shift, the oncoming supervisor shall physically check the prisoner and note the time of the check and the name of the supervisor on the prisoner card in the prisoner log book. Prior to a detention or monitoring officer being relieved, the prisoner shall be physically checked. The time and relieving officer's name will be noted on the prisoner card in the prisoner log book.

G. Prisoner Phone Calls, Visitors, and Packages

1. Phone calls

- a. While in custody of the East Hampton Police Department a prisoner shall be allowed to make phone calls for their release, or to call their attorney. The cost of the phone calls will be borne by the Town of East Hampton. The prisoner shall make their phone call from inside the holding cell. The officer should dial the telephone for the prisoner, and then hand the cordless phone to the prisoner. The detention officer shall note the telephone number that the prisoner called and the time on the prisoner card in the prisoner log book. If the prisoner is talking to their attorney the officer shall leave the immediate area until the call is finished. When the call is completed in a reasonable amount of time, an officer will remove the telephone from the cell. Prisoner phone calls shall not be recorded or monitored by any means.

2. Visitors

- a. Prisoners will not be allowed any visitors except as noted below.

Attorneys: The representing attorney must be searched prior to entering the building and must show proper identification prior to being admitted into the secured area of the building. Attorney visits will usually be limited to thirty (30) minutes, the time of which will be noted on the prisoner card in the prisoner log book. The attorney will be escorted to the conference/training interview room where

he may communicate with his/her client.

Bail Commissioners/Bondsmen: The bail commissioner/bondsman shall be allowed access to the prisoner. The detention officer will note the name of the bail commissioner/bondsman as well as the beginning and ending times of the visit ~~on the prisoner card.~~ **in the prisoner log book.**

Police Personnel: Members of other police departments and/or non-essential personnel must first receive permission from the on-duty supervisor before entering the holding facility area. Armed personnel will secure their firearms, tasers, and knives in one of the weapon lockers located outside the holding facility area prior to entering.

3. Packages

- a. Prisoners shall receive no packages from any person while in the custody of the East Hampton Police Department.

H. Prisoner Meals

1. Prisoners will be fed as close to the following times as possible: 0700hrs., 1200hrs., 1800hrs. The time of the feeding will be noted ~~on the prisoner card.~~ **in the prisoner log book.** If the prisoner refuses to eat, the time will be noted ~~on the prisoner card~~ **in the prisoner log book.** Prisoners shall be fed meals that do not require the use of any **metal** utensils, tools, or equipment which are prohibited in EHPD jail cells and holding areas. **Plastic utensils are allowed.**

I. Medical Attention

The safety and security of individuals in the custody of EHPD is the responsibility of EHPD and its employees. Every reasonable effort will be made to accommodate medical needs of any prisoner or detainee of EHPD.

1. Emergency Medical Care

- a. Whenever an officer determines that a prisoner or detainee needs medical attention an ambulance will be called to the police department for medical treatment and/or transportation to the appropriate medical facility.
- b. The prisoner **log book card** will note the time of departure of **the**

prisoner and the on-duty supervisor will be notified. The transporting officer will take copies of the prisoner's identification, suicide form, and any other information necessary to identify the prisoner.

- c. The prisoner **will** **may** be escorted by an officer in the rear of the ambulance **or the officer may follow the ambulance in a police vehicle** to the intended medical facility and they will remain with the prisoner until relieved by another East Hampton Police officer. **The determination of the location of the escort officer will be made by the shift supervisor or officer in charge, based upon the behavior of the prisoner.**
- d. The prisoner will be handcuffed behind the back if it will not further complicate the injuries or medical condition and will remain handcuffed until at the hospital. If the prisoner cannot be handcuffed behind the back due to injuries, the ambulances have restraints that can be attached to the stretcher. The restraints will remain on until the prisoner reaches the medical facility, at which time their security officer **will make contact with the escorting officer. The escorting officer will abide by the policies and procedures set forth by the medical facility. The East Hampton officer will remain with the prisoner until he/she is released or relieved by another officer.** **will be asked to put the prisoner in their restraints if available. The East Hampton officer will then remain with the prisoner.**
- e. Upon release, the prisoner must receive a release from the treating doctor **on the State of Connecticut Correctional medical release form** stating the treatment given and that the prisoner has been released from the medical facility. The officer will then **transport the prisoner back to the East Hampton Police Department.** **call Police headquarters and request a ride from the hospital. A marked patrol unit with security screen will be dispatched to the hospital to pick up the prisoner and the East Hampton officer.** The officer will notify the dispatcher by radio that the prisoner is en route to the police department and state the mileage of the police vehicle. The desk officer/dispatcher will note the time and mileage in the CAD system.
- f. The prisoner, upon arrival at the East Hampton Police Station, will be returned to his/her cell. The dispatcher will note in the CAD system, the time of arrival at headquarters and the mileage of the transporting vehicle. The cell shall be searched prior to placing the prisoner in it. The prisoner will then be searched, un-handcuffed and placed in a cell. **The time the prisoner was returned to his/her cell will be noted in the prisoner log book.** If the prisoner must be admitted to the hospital, the

on-duty supervisor shall be notified and a decision will be made with regards to the security of the prisoner.

- g. If at anytime the shift supervisor or officer in charge believes that additional personnel are needed to safely transport or secure a prisoner at a medical facility, additional officers will be assigned to the detail.

2. Medication and/or medical issues

- a. If the arrestee is to be placed in a cell, the processing officer shall determine the following regarding the current health of the detainee:
 - (1) If the prisoner is presently under a doctor's care? If so, obtain physician's name.
 - (2) Does the prisoner have any physical injuries/limitations or illnesses, or does (s)he require any medications.
 - (3) If prescription medicine is taken from the prisoner, record instructions ~~on the prisoner card~~ in the prisoner log book and notify the shift supervisor.
 - (4) If prescribed medication is administered, the shift supervisor will ensure the date, time and type of medicine is recorded in the prisoner log book. ~~on the prisoner card~~. The administering officer shall also initial the form.
- b. If the prisoner does not make bond and is brought to court, the marshal shall be made aware of any medical conditions that the prisoner may have.

3. Suicide Screening and Prevention

- a. Prior to securing a prisoner in a EHPD cell block or holding area, the detention/processing officer shall complete the East Hampton PD suicide prevention screening form, and the CT Judicial Marshal's Detainee Behavior Questionnaire (JD-MS-5) to identify any visual or verbal indications of a suicidal risk profile. The two most significant areas of concern are suicidal history and suicidal thinking. These two areas have a very high risk potential. The higher the number of any risk factors that are identified, the higher the likelihood of a suicide attempt.

- b. When the processing officer identifies a potential suicide risk, the officer shall notify the on-duty supervisor immediately. In extreme cases an emergency examination/committal shall be completed and the prisoner sent to an emergency room for evaluation. An officer will remain with the prisoner until released from the hospital. Once the prisoner is released from the hospital the on-duty supervisor will determine if the prisoner must remain under constant observation until released from the EHPD detention facility.
- c. If a prisoner with identified suicide risk factors is going to be arraigned in court, the Judicial Marshals will be notified of the risk and provided a copy of the Marshal's Detainee Behavior Questionnaire Form (JD-MS-5.)

4. Medical Kit

In the event of a medical emergency in the cell block, a first-aid kit is located in the communication/squad room. The first-aid kit will undergo a weekly inspection, by the Administrative Supervisor.

J. Holding Facility Threats

1. All incidents that threaten the holding facility, or any person therein, shall be reported to the Shift Supervisor, who shall initiate corrective measures, if necessary, to address the threat. All such threats shall be documented in a police report.

K. Cell Block Fire

1. In the event of a fire threat in the cell block or holding facility housing a prisoner, the dispatcher and/or detention officer shall immediately:
 - a. Notify the fire department
 - b. Notify the Shift Supervisor
 - c. Notify the nearest available patrol unit to respond to headquarters to assist in clearing the cellblock/holding facility
 - d. Remove all prisoners from the cell blocks and handcuff them
 - e. Remove all prisoners to a secure area away from the fire and remain with them
 - f. Place the prisoner(s) into a patrol car, if available
 - g. Notify area agencies and request assistance in housing the East Hampton prisoner(s)

L. Prisoner Release

1. All prisoners will be released pursuant to procedures established in EHPD


General Order 5.7, Arrest Processing.



Office of the POLICE DEPARTMENT
DENNIS WOESSNER, CHIEF OF POLICE

AGENDA
ITEM # 10a

August 12, 2019

To: Jeff Jylkka, Interim Town Manager
From: Dennis Woessner, Chief of Police 
Subject: General Order approval

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


General Order 5.22, **Death Notification**, is a new General Order which is required by Public Act 08-67 and is also required to meet the minimum standards of the Police Officer Standards and Training Council.





EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.22 PATROL FUNCTIONS

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

I. PURPOSE

The purpose of this operations directive is to comply with the Uniform Policy for Notifications in Death and Related Events as promulgated by the Connecticut Police Officer Standards and Training Council in response to Public Act 08-67 amending Section 14-108a of the Connecticut General Statutes.

II. POLICY

It is the policy of the East Hampton Police Department to notify the next-of-kin of the death of, or serious injury to, a family member or household member as soon as practicable in a respectfully compassionate manner.

III. PROCEDURE:

The following procedures are to be followed when the death or injury occurs in the Town of East Hampton or when another jurisdiction requests this agency's assistance in notifying a City resident of the death/serious injury of a family or household member.

- A. A death/serious injury notification for the next-of-kin or household member is the first information of the death or injury and is likely to be both traumatic and life changing. Therefore, officers shall be empathetic and demonstrate compassion and understanding.

- B. Notification of family or household members should be delivered promptly, as soon after the event as is practicable by two officers whenever possible with at least one officer in uniform.
 - 1. There isn't a good time to deliver sad news. Therefore, officers should be mindful that a notification delivered in the middle of the night or under circumstances or settings that present significant distractions require care and consideration. The importance of projecting concern, empathy, and gravity cannot be overemphasized.
 - 2. Arranging for a private room to deliver the notification is recommended.
 - 3. Officers should not leave a survivor alone after making a notification.
 - 4. Whenever possible the accompaniment of clergy, a relative or another person known to the family or household member will reduce the stress for all parties.
- C. Identify the family or household member. Officers need to know with whom they are speaking in terms of names and relationships.
 - 1. Limiting the size of the group when delivering a death notification should focus on protecting the "vulnerable," e.g., children and the elderly, from hearing distressing information from a non-family member in a somewhat impersonal manner.
 - 2. Family members, however, can provide emotional support for each other and should receive the information contemporaneously.
- D. Prior to making any notification, officers should seek out as much information as is reasonably available, particularly in instances when they are not the investigators of the event. The following information should be obtained:
 - 1. Name of deceased or seriously injured person
 - 2. Nature or cause of death or injury
 - 3. When and where the death or injury occurred

4. The relationship of the person(s) being contacted to the deceased or injured
5. The location of the body and restrictions on recovery (legal issues) or the medical facility treating the injured person.
6. Whether or not identification of the body by a next-of-kin is necessary.
7. The name, telephone number and address of the person to contact to claim the body.

E. Delivering the message

1. Begin with a very brief "preparatory statement" reviewing the circumstances surrounding the death or injury. The family or household member(s) will be anxious and will not benefit from a lengthy detailed report.
2. The "core message" should include the deceased or injured person's name and not a relationship, e.g., husband, as it may not be the same relationship for everyone present and it may be incorrect.
3. The word "**died**" is very important and should be repeated. Words such as expired, passed or fatally injured are confusing to people under stress. The message should not be misunderstood.
4. Avoid impersonal words such as body, remains or corpse.
5. Most schools have counselors to assist if children are in school and need to be informed immediately.
6. Some employers have a Human Resources Department that may be able to provide assistance.
7. All questions pertaining to organ or tissue donation are to be referred to the hospital staff or a family physician.
8. Provide the family or household member with the offense report number, the reporting officer's name when the death or injury is related to a law enforcement action.

9. Remind the family or household members that they are not under any obligation to speak with media representatives.
- F. Unless at-scene identification is necessary, next-of-kin, family or household members shall not be transported to the accident or crime scene.
 - G. Officers are to verify telephone contact numbers whenever performing a “locate and notify” assignment to ensure the family or household member’s success on their first attempt to contact other involved agencies.
 - H. An unsuccessful attempt to make a personal contact with a family or household member also requires sensitivity.
 1. Officers shall not leave impersonal notes or forwarding messages at a contact location.
 2. The message should ask the family or household member to contact the officer leaving the message rather than directing the person to call police headquarters, the hospital or another jurisdiction.
 3. Unsuccessful attempts to notify shall be recorded and included in the offense report.
 - I. Family or household members must be advised when a continuing investigation will delay the release of the body. Officers must inform the family or household members of:
 1. How they will continue to be updated on the status of the investigation.
 2. What is occurring and what needs to be accomplished.
 3. The name and rank of the person in charge of the investigation.
 4. What the family or household member should do while waiting for release of the body.



August 23, 2019

Mr. Jeff Jylkka, Director of Finance
Town of East Hampton
20 East High Street
East Hampton, CT 06424

Re: Proposal for Phase I Environmental Site Assessment for
Property at 1 Watrous Street, East Hampton, CT
Blue River Engineering Proposal #TEH19-194

Dear Mr. Jylkka:

Blue River Engineering, LLC (BRE) is pleased to provide this proposal to conduct a Phase I Environmental Site Assessment (Phase I) at 1 Watrous Street in East Hampton, Connecticut. BRE understands that the work is being done as part of the due diligence of the environmental status of the property.

The purpose of the Phase I is to evaluate potential existing and former sources of contamination of soil, groundwater and/or surface waters at the Site as a result of current and historic site uses.

SITE BACKGROUND

The Site that is subject to this Phase I consists of one (1) 0.51-acre parcel with a 10,447-sq ft footprint, 2-story warehouse style building built in the 1920s. The Site is located south of Summit Street (also known as Route 196) and abuts Watrous Street to the west and Starr Place to the east. The parcel has been owned by the Town of East Hampton since April 1, 2016 and is known as Map 06a, Block 59 and Lot 12A.

PHASE I SCOPE OF WORK

The Phase I ESA will be conducted in accordance with the American Society for Testing and Materials (ASTM) Standard E1527–13 Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process and the Connecticut Department of Energy and Environmental Protection (CT DEEP) Site Characterization Guidance Document, revised to December 2010.

Task1: Site Walk and Interviews

BRE will conduct a site walk on accessible areas of the site, and conduct interviews with persons familiar with the site to evaluate the obvious presence or likely presence of conditions which may have currently or historically impacted the environmental condition of the site. BRE will request and review information that the owner/client and/ or tenants may have regarding the historic and existing conditions at the site. Photographs of relevant site features will be taken.

It is assumed that the client/owner will grant BRE access to the Site on the day(s) of the site walk.

Task 2: Records Review

BRE will conduct a review of available federal, state and local files for information regarding to the presence of conditions which may have currently or historically impacted the environmental condition of the site and sites within the specified radii of the property boundaries as recommended by ASTM. An in-person review of available CT DEEP files for environmental concerns for the site, adjacent properties and any other properties that have the potential to adversely impact the site. A review of published information sources will be conducted to evaluate topographic, geologic, hydrogeologic, and surface water and groundwater classifications for the site.

At a minimum, available records from the Town of East Hampton Assessor's Office, Clerk's Office, Building Department, Engineering Department, Fire Marshal, Health Department, and Planning and Zoning will be reviewed. The past and present ownership and uses of the property will be documented.

Historic information regarding the site including Sanborn Fire Insurance maps, aerial photographs, and city directories will be reviewed.

Task 3: Reporting

BRE will prepare a Phase I report including the following sections, at a minimum:

- Introduction
- Site Background and Description
- Regulatory Compliance History
- Site Observations
- Recognized Environmental Conditions/Areas of Concern
- Conclusions and Recommendations
- References and List of Information Sources

COST

The cost to conduct a Phase I Environmental Site Assessment for the subject site is a lump sum of **\$2,200**.

This cost does not include additional fees for services not included in this proposal. BRE reserves the right to negotiate adjustments to the costs and fees charged if the circumstances of the work or the scope of work changes. We will notify you and discuss any proposed changes before any expense or work outside the agreed upon scope or cost is undertaken.

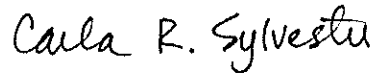
Our work product will be prepared for use by the Town of East Hampton, solely for the purposes stated in this proposal. The work product may not be relied on, in whole or in part, by any other party, without the prior written consent of Blue River Engineering, LLC.

BRE anticipates the completion of the Phase I within two to three weeks of receipt of the signed proposal agreement. Payment is expected upon your receipt of the report. If this proposal is acceptable, please sign and return a copy of the proposal agreement, terms and conditions, to my attention.

Mr. Jylkka
August 23, 2019
Page 3

Blue River Engineering, LLC appreciates the opportunity to submit this proposal and looks forward to working with you. Please feel free to call me if you have any questions.

Very truly yours,
Blue River Engineering, LLC



Carla R. Sylvester, PE, LEP
Principal

I accept the foregoing conditions and attached terms and conditions, and authorize the work stipulated in this proposal (TEH19-194) to proceed.

By Client:

Signature: _____

Name: _____

Title: _____

Date: _____

**BLUE RIVER ENGINEERING
STANDARD TERMS AND CONDITIONS**



These Standard Terms and Conditions are effective as of the ____ day of _____, 2019, by and between BLUE RIVER ENGINEERING, LLC, a Connecticut limited liability company having its principal place of business 38 North Maple Street, East Hampton, Connecticut 06424 (“ENGINEER”), and the Town of East Hampton, having its principal place of business at 20 East High Street in East Hampton, Connecticut (“CLIENT”). These Standard Terms and Conditions apply to the Phase I Environmental Site Assessment (“Project”) to be performed at 1 Watrous Street in East Hampton, Connecticut (“Site”).

I. GENERAL:

These Standard Terms and Conditions, together with the attached Proposal and Schedule of Fees and Expenses, constitute the entire agreement (“Agreement”) between ENGINEER and CLIENT to perform services. The Schedule of Fees and Expenses may be omitted for fixed price agreements.

II. PERFORMANCE OF SERVICES:

Standard of Care. ENGINEER agrees that it will endeavor to perform the services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants performing such services within the same limits prescribed by CLIENT at the same time performed by ENGINEER in the same locality as the Site and under similar circumstances and conditions faced by ENGINEER (“Required Standard of Care”). CLIENT recognizes that geologic, geotechnical and environmental conditions can vary from those encountered at the times when and locations where data are obtained, and that such limitations on available data result in some level of uncertainty with respect to the interpretation of these conditions, despite meeting the Required Standard of Care. CLIENT understands and agrees that any study, report, analysis, or assessment provided by ENGINEER as a result of work performed may be, in part, based upon samples taken from a random selection of test sites and that these samples may not reflect conditions which may exist on other portions of the Site. Any reports or representations made with respect to ENGINEER’s findings shall not be deemed to constitute a warranty or guarantee, express or implied, of the conditions of the Site.

Limitations. CLIENT understands and agrees that compliance with the recommendations presented in ENGINEER’s report does not guarantee or insure CLIENT’s compliance with local, county, state and federal statutes, regulations and laws. Nor does compliance with ENGINEER’s recommendations guarantee or insure compliance with any orders, agreements, permits, licenses or approvals which may exist.

Health and Safety. ENGINEER shall not be responsible for health and safety procedures for personnel other than its own employees. In this regard, ENGINEER shall not share any responsibility for the acts, errors, or omissions of its

subcontractors or other parties on the Site or otherwise performing services with respect to Project, nor shall ENGINEER have control or charge of, or be responsible for, their means, methods, techniques, procedures, safety precautions, or programs.

Force Majeure. Except for CLIENT’s obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including but not limited to acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, directives of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, and delays or inability to obtain materials, equipment, fuel or transportation.

III. INSURANCE:

Upon request, ENGINEER will furnish CLIENT with a certificate of insurance evidencing relevant coverage, providing 30 days prior written notice in the event of cancellation or material change in such coverage.

IV. CONFIDENTIALITY:

ENGINEER will hold confidential all business and technical information obtained or generated in performing services under this Agreement. ENGINEER will not intentionally disclose such information without CLIENT’s consent except in the event required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any court order, regulation, statute, law or governmental directive; or (4) protection of ENGINEER against claims or liabilities arising from the performance of services under this Agreement. ENGINEER’s obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from any other source.

V. USE OF WORK PRODUCT:

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents, data or information prepared by ENGINEER or its subcontractors for the Project, whether hard copy or in electronic form, shall remain the sole property of ENGINEER until ENGINEER is paid in full for its services. No work product of ENGINEER or its subcontractors, including but not limited to documents, in whole or in part, will be disseminated to, conveyed to, used by, or relied upon by any third party without the prior written consent of ENGINEER, except as required by law. It is understood that, if work product generated by ENGINEER, its employees, or its subcontractors for purposes of the Project is provided or disseminated to persons or entities other than CLIENT, even with the written consent of ENGINEER, the persons or entities which receive such work product do not become clients of ENGINEER, and

ENGINEER will have no duties whatsoever to such third parties. ENGINEER will retain all pertinent records for a period of three years following the submission of ENGINEER's report to CLIENT. Such records will be available to CLIENT upon request at ENGINEER's office during office hours on reasonable notice, and copies will be furnished by ENGINEER to CLIENT for the total cost of reproduction.

VI. CLIENT RESPONSIBILITIES:

Materials. Before ENGINEER removes materials from the Site, to the extent required by local, county, state or federal statutes, regulations and laws, CLIENT shall sign any manifests or other documents, listing CLIENT as the generator of the materials, including but not limited to waste. If someone other than CLIENT is the generator of the materials, CLIENT shall arrange for such other person to sign any required manifests or other documents. If ENGINEER or any of its employees signs any manifest or other document in the performance of services under this Agreement, such signature shall be deemed to have been made as agent for CLIENT, regardless whether the manifest or document so states, and CLIENT hereby appoints ENGINEER, or ENGINEER's employee, as CLIENT's agent for that purpose. ENGINEER shall not directly or indirectly assume title to or own or be deemed to possess any materials handled at or removed from the Site. Nothing in this Agreement shall be construed to make ENGINEER a "generator" as defined in RCRA or any similar laws governing the treatment, storage or disposal of waste. Except to the extent ENGINEER's responsibilities expressly include identification of the wastes, CLIENT shall provide waste materials profiles which accurately characterize the waste, and CLIENT hereby warrants the accuracy of each such profile.

Site Access. CLIENT hereby grants right of entry and permission for ENGINEER to perform surveys, borings and other investigations, including subsurface explorations, pursuant to the scope of services under this Agreement. Before commencement of any drilling or excavation at the Site, CLIENT shall furnish ENGINEER with a complete description (including the accurate location) of all underground objects and structures of the Site, including but not limited to wells, tanks and utilities. ENGINEER will take reasonable precautions to minimize damage to the property and will exercise reasonable care when locating underground structures in the vicinity of proposed subsurface explorations. CLIENT shall indemnify, defend, and hold harmless ENGINEER, its employees and its subcontractors from any and all liabilities, claims, damages, losses, fines, administrative penalties, or other costs, including but not limited to court costs and expenses and attorneys' fees, arising out of or resulting from or relating to any such damage, including but not limited to damage to underground objects or structures not properly described, except to the extent caused by ENGINEER's, its employees' or its subcontractors' negligence or willful misconduct.

Health and Safety. CLIENT has the responsibility to inform ENGINEER if CLIENT knows or has any reason to assume or suspect that substances and/or conditions may exist at the Site which may present a potential danger to human health or safety and/or to the environment. CLIENT also warrants that CLIENT has done CLIENT's best to inform ENGINEER of the existence of such substances and/or conditions and their known or suspected type, quantity and

location. In addition, upon ENGINEER's request, CLIENT shall provide ENGINEER with access to copies of all reports of past environmental work on the Site prior to ENGINEER commencing the Project.

Site Control. CLIENT acknowledges that CLIENT or the Site owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. CLIENT agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to human and/or public health or safety and/or the environment. Except as may be required by law, statute or regulation, or to comply with subpoenas, court orders or governmental directives, ENGINEER will not be responsible for reporting to any federal, state, county, or local public agencies which have jurisdiction over the subject matter any conditions existing at the Site that may present a danger to human and/or public health or safety and/or the environment. ENGINEER shall have no liability to CLIENT or to any other person or entity for reports or disclosures made in accordance with such requirements. CLIENT shall indemnify, defend, and hold harmless ENGINEER and its employees from any and all liabilities, claims, damages, losses, fines, administrative penalties, or other costs, including but not limited to court costs and expenses and attorneys' fees, arising out of or resulting from or relating to reporting or disclosing such information under a bona fide belief, or upon advice of counsel, that such reporting or disclosure is required.

VII. PAYMENT FOR SERVICES:

CLIENT will pay ENGINEER for services performed in accordance with the rates and payment terms set forth in the Proposal and/or Schedule of Fees and Expenses attached hereto. Invoices will be issued monthly. Payment is due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half percent per month on the outstanding balance. In the event ENGINEER must engage legal counsel to collect overdue payments, CLIENT will reimburse ENGINEER for all attorneys' fees and court costs.

VIII. INDEMNIFICATION:

In addition to any and all of the indemnity provisions set forth in this Agreement, CLIENT shall indemnify, defend, and hold harmless ENGINEER and its employees from any and all liabilities, claims, damages, losses, fines, administrative penalties, or other costs, including but not limited to court costs and expenses and attorneys' fees, arising out of or resulting from or relating to death and/or bodily injury or threat thereof to any person, destruction or damage to any real or personal property, contamination of or adverse effect on natural resources or the environment, any violation of local, county, state or federal laws, statutes, regulations or orders, or any other damages claimed by any third parties (collectively, "Damages"), arising out of or resulting from or relating to the Project and/or activities at the Site, whether due to the acts of CLIENT, ENGINEER or its employees, or any third parties; provided, however, that CLIENT shall not be obligated to indemnify ENGINEER or its employees to the extent such Damages are caused directly by negligence or willful misconduct of ENGINEER or its employees.

IX. LIMITATIONS OF LIABILITY:

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, AND ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES AND AGENTS, TO CLIENT, AND TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL LIABILITIES, CLAIMS, DAMAGES OR LOSSES ARISING OUT OF OR RESULTING FROM OR RELATING TO THIS AGREEMENT, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, PRODUCT LIABILITY, OR CONTRACT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID TO ENGINEER UNDER THIS AGREEMENT.

ENGINEER, AND ITS OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL IN NO EVENT BE LIABLE TO CLIENT, OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS OR REVENUE, OR INTEREST. FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, PRODUCT LIABILITY, OR CONTRACT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives and to become effective as of the day and year first written above.

CLIENT:

BY: _____

DATE: _____

X. MISCELLANEOUS:

Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Connecticut, without regard to choice of law principles.

Severability. The provisions of this Agreement are severable, and the invalidity of any provision shall not invalidate the remainder of this Agreement or any portion hereof.

Assignment. CLIENT shall not assign any aspect of this Agreement, whether rights or obligations, except upon the prior written consent of ENGINEER, which consent may be withheld for any reason in Engineer's sole discretion.

Venue. Any actions to enforce this Agreement or otherwise arising out of or resulting from or relating to this Agreement shall be filed only in the Superior Court of the State of Connecticut for the Middlesex Judicial District or in the United States District Court for the District of Connecticut. CLIENT hereby consents to the personal jurisdiction of such courts.

Jury Waiver. CLIENT WAIVES ALL RIGHTS TO TRIAL BY JURY.

Attorneys' Fees. CLIENT and ENGINEER agree that the substantially prevailing party to any action filed to enforce this Agreement or otherwise arising out of or resulting from or related to this Agreement shall be entitled to recover from the other party all attorneys' fees and expenses incurred in connection with that action.

ENGINEER:

BY:

DATE:



September 10, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are seventy two (72) refund totaling \$5,555.58.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

554.36	37.13	17.39	24.59	24.76	7.62	9.43	39.37	35.32	15.19	23.63	13.15	11.20	14.91	32.65	16.57	56.38	124.81	93.26	15.28	12.36	7.23	29.75	64.61	42.72	66.91	45.23	14.19	96.90	182.27	177.62	621.04	16.57	78.87	16.57	13.00	42.32	311.99	10.07
31.32	52.58	13.33	96.63	94.45	47.20	42.97	10.00	6.38	7.47	64.12	36.63	55.25	78.87	13.82	83.00	5.55	11.07	45.10	58.17	38.45	19.75	80.82	10.57	389.06	72.04	609.87	52.29	286.57	67.42	14.25	35.36	8.00					5,555.58	