


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: July 6, 2023

SUBJECT: Agenda Information – 7/11/2023

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

**NOTE: This meeting will be held in Room 117 of the Town Hall**

**8 Resolutions/Ordinances/Policies/Proclamations**

**8a Consideration of Ordinances related to the Volunteer Stipend and the Business Incentive**

**Program** – The following ordinances are the subject of a public hearing to take place at this meeting after which the Council may consider adoption.

1. The Town Council is asked to consider an amendment to Chapter 278 that provides for the stipend paid annually to volunteers for the Fire Department, Ambulance Association and the Civil Preparedness Director. The amendment makes clear the requirement that the person receiving a stipend be a volunteer who is paid only a small amount that is less than the threshold established in the Fair Labor Standards Act for “volunteer” and that the person is not paid through the *per diem* process. Additionally, references to specific sections of the various organization bylaws have been removed to prevent confusion in the future.
2. The Council is asked to consider an amendment to Chapter 278 to update and simplify the tax abatement program that helps incentivize commercial investment in building improvements and/or business expansion. The changes simplify the process for applicants and provide better information for review to the EDC and Council for future considerations as well as changing the program name to the East Hampton Tax Abatement Program or ETAP.

Recommendation: Approve the Ordinances.

**9 Continued Business**

**9b Update regarding an official representative to the Ambulance Association Board** – As discussed at the previous Town Council meeting, the Council is being provided an opportunity to update the discussion, and possibly act, regarding Council representation to the East Hampton Ambulance Association board.

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

**10 New Business**

**10a Consideration of a proposed Public Use Agreement for the Congregational Church parking lot**

– The Town Council is asked to consider an agreement that officially provides for public use of the parking lot at the Congregational Church on Main Street in the Village Center. Through the agreement, the public will be formally allowed to use the lot as it would any Town owned or controlled parking lot when the lot is not being used by the Church for its activities. In exchange, the Town will provide maintenance and snow plowing for the lot. The agreement indicates that major capital improvements to the parking lot may be done as part of a separate discussion and agreement as to cost share between the Town and the Church.

Recommendation: Approve the Agreement.

**10b Review of the concept agreement related to Town acceptance of maintenance and capital replacement responsibility for Edgewater Circle**

– The Town Council is asked to review the initial concept for an amendment to the agreement the Town has with the owner/developer of the Edgewater development in which Town Hall is located. Currently, the roads in the development are private roads maintained by the developer and the association of property owners in the development along with maintenance of commonly owned areas. As a result of the proposed amendment, the main road in the development, Edgewater Circle, and the drainage system under the road, would be maintained by the Town at the Town's expense as if it were a public road with no participation by the developer or the other owners except their normal tax payments. In exchange, the Town would no longer pay the annual fee for maintenance of roads and property. A concept of an amendment to the agreement has been drafted for review by the parties and is not in final form for action at this time. The Council is receiving an official update on this project and is asked to provide any input or questions it may have for preparation of the final agreement, which is intended to be presented for consideration later this summer.

Recommendation: Review the concept.

**10c Consideration of actions to waive competitive bidding for the replacement of the Fire Station**

**#1 Roof** – As noted in Facilities Director Fontanella's memo, three quotes were received for the planned replacement of the upper roof section on Fire Station #1 on Barton Hill Road. The lowest quote is for \$34,990. However, Chapter 117 of the Town Code requires preparation of formal specifications and sealed bidding of projects in excess of \$20,000. The Council is asked to determine whether it is in the best interest of the Town to conserve staff resources and to waive the competitive bidding for this project due to the fact that three quotations have been received for the work.

Recommendation: Indicate that a motion will be adopted at the next meeting to waive competitive bidding on this project.

**10d Consideration of new and revised Police Department General Orders** – The Council is asked to approve one new and three revised General Orders for the Police Department. As noted in Chief Woessner’s memo, a new General Order has been drafted to outline the Department’s actions in the event of a line of duty death. Additionally, small amendments are being made to three other existing General Orders to add or correct wording issues that were observed in final review of the orders in preparation for the Accreditation assessment later this month.

Recommendation: Approve the new and updated General Orders.

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

**Town of East Hampton  
Town Council Regular Meeting  
Tuesday, June 27, 2023  
Town Hall Council Chambers and Zoom**

**MINUTES**

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

**Call to Order & Pledge of Allegiance**

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

**Adoption of Agenda**

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

**Approval of Minutes**

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve the minutes of the Town Council Special Meeting and Regular Meeting of June 13, 2023 as written. Voted (7-0)

**Public Remarks**

Donald Scranton, Ambulance Chief, notified the Town Council that there will be a Mass Casualty Drill on Sunday, July 16 from 8am to 11am at Sears Park. All of the public safety groups will be participating as well as some mutual aid groups.

**Presentations**

None

**Bids & Contracts**

None

**Resolutions/Ordinances/Policies/Proclamations**

**Proclamation Naming Bevin Park**

David Cox read the proclamation naming the athletic field area at Center School as Bevin Park. A formal dedication will be held on Old Home Days after the parade.

**Amendment to Chapter 278 – Taxation of the Code of the Town of East Hampton Regarding Stipend for Volunteer Fire and Ambulance Personnel and Potentially Set Public Hearing**

The amendment to this ordinance is being suggested to address the changes made at the Ambulance Association in the pay model for individuals that respond.

A motion was made by Mr. Reich, seconded by Mr. Feegel, to set a Public Hearing for Tuesday, July 11, 2023 during the Town Council Regular Meeting for the amendment to Chapter 278 – Taxation of the Code of the Town of East Hampton regarding the Stipend for Volunteer Fire and Ambulance Personnel. Voted (7-0)



## **Review of Recommended Modifications to the Business Incentive Program Ordinance and Potentially Set Public Hearing**

Marlene Geary, Chairperson of the Economic Development Commission, presented changes to the Business Incentive Program intended to simplify the process for applicants and provide better information for review to the EDC and the Town Council. They have also recommended a name change to the East Hampton Tax Abatement Program or ETAP.

A motion was made by Mr. Reich, seconded by Mr. Goff, to set a Public Hearing for Tuesday, July 11, 2023 during the Town Council Regular Meeting for the amendment to Chapter 278 – Taxation of the Code of the Town of East Hampton regarding the Business Incentive Program. Voted (7-0)

## **Continued Business**

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

The Water Sub-Committee needs to meet and set up a Public Information Session for this summer.

There will be a meeting on Thursday regarding the tennis courts. The Public Works Director has provided some recommendations.

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

Mr. Goff noted that the Council should obtain information from the Ambulance Association regarding what is expected of a member on their board.

## **New Business**

### **Discussion and Possible Action on a Request to Use Yellow Ribbon Tree During Old Home Days**

The VFW Auxiliary has requested permission to use the Yellow Ribbon tree during Old Home Days to honor the Fire Department's 100<sup>th</sup> Anniversary. They will be putting up red ribbons in their honor.

A motion was made by Mr. Brown, seconded by Mr. Feegel, to allow use of the Yellow Ribbon Tree during Old Home Days for a tribute to the Fire Department for their 100<sup>th</sup> anniversary. Voted (7-0).

### **Discussion and Possible Action on Approval of Payment for Bevin Park Bench**

The Old Home Days Committee has raised \$2,800 for a bench naming the fields at Center School Bevin Park. The remaining balance for the bench is \$2,300 which could be used from the Town Council budget.

A motion was made by Mr. Goff, seconded by Mr. Reich, to approve the payment of \$2,300 for the balance of the Bevin Park Bench from the Town Council budget. Voted (7-0)

### **Discussion and Possible Action on Approval of Middle School Roof Contract**

Bids were received on Friday, June 16<sup>th</sup> for the project, which includes the full removal and replacement of the roof at the Middle School. The low bid was received from Armani Restoration, Inc. of Middletown for \$1,798,500. The Middle School Roof Committee approved the contract, and the Superintendent has sent a notice to proceed to the contractor in order to move the project ahead so that it may be completed this summer. The resolution establishing the committee requires the Council to approve the contract.

A motion was made by Mr. Reich, seconded by Mr. Feegel, to affirm the actions of the Middle School Roof Sub-Committee and Superintendent of Schools and award the bid to Armani Restoration, Inc. of Middletown in the amount of \$1,798,500 with a substantial completion date of August 23, 2023 for the Middle School Roof Replacement. Voted (7-0)

**Discussion and Possible Action on Park Maintainer II Job Description**

The revised job description for the Park Maintainer II is to eliminate a previous requirement for a CDL drivers license in favor of certification in Playground Safety Inspection and watercraft operation.

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the revised Job Description for the Park Maintainer II. Voted (7-0)

**Discussion and Possible Action on Metafloc Treatment in Lake Pocotopaug**

Chuck Yenker, Chairman of the Conservation-Lake Commission provided an overview of the recommendation from the Conservation-Lake Commission to use a product called Metafloc in Lake Pocotopaug in the coming weeks. This is a product that binds with phosphorous in the water and causes it to settle to the bottom where it cannot be used by algae. The product would be applied by John Tucci of Everblue Lakes, who is an approved applicator. They will replace one BioBlast treatment with a Metafloc treatment.

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the application of Metafloc to Lake Pocotopaug by John Tucci of Everblue Lakes. Voted (7-0)

**Discussion and Possible Action on Monthly Budget for July 2023**

Since the FY2024 budget has not been approved, and in accordance with State Statute, the Council is asked to approve a basic budget for the month of July, which will allow the Town operations to continue.

A motion was made by Ms. Walck, seconded by Mr. Reich, to approve the budget for the month of July 2023 in the amount of \$3,068,925. Voted (7-0)

**Discussion and Possible Action on Pension Plan Updates**

The Pension Plan is in need of some administrative updates. The amendments will update the mortality tables used in the calculations, will allow participants who take their benefits later than they are allowed to receive a revised amount and to allow the plan to keep funds for participants who cannot be located after they are able to collect benefits.

A motion was made by Mr. Reich, seconded by Mr. Peterson, to approve the pension plan updates as presented. Voted (7-0)

**Town Manager Report**

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office.

### **Appointments**

A motion was made by Mr. Goff, seconded by Ms. Walck, to appoint the following:

- Mariann Mankowski, Commission on Aging
- Cindy Craig, Commission on Aging
- Kim Crabbe, Commission on Aging
- Beth Angel, Alternate - Commission on Aging
- Elizabeth Whitty, Housing Authority
- Rachel Watkins, Brownfields Redevelopment Agency
- Derek Johnson, Inland Wetland Watercourses Agency and alternate on Conservation-Lake Commission
- William Abbott, Fire Commission

Voted (7-0)

### **Tax Refunds**

A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of \$1,771.45. Voted (7-0).

### **Public Remarks**

None

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

None

### **Adjournment**

A motion was made by Mr. Reich, seconded by Mr. Goff, to adjourn the meeting at 7:30pm. Voted (7-0).

Respectfully Submitted,

Cathy Sirois  
Recording Clerk

Town of East Hampton  
Middlesex County, Connecticut

DRAFT – June 22, 2023

**Ordinance No. 2023.04**

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

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

**WHEREAS**, said stipend is intended to recognize the benefits provided to the Town of East Hampton by the individuals who volunteer their time in service to their community even though they may receive other small monetary payments as incentive or thanks, which payments are far below the pay that would be received for a paid professional acting in the same capacity with the same skills, and;

**WHEREAS**, the Town Council desires to update the Code related to this stipend to address changes to the staffing models for provision of these services and to continue to recognize volunteer effort on behalf of and in service to the community.

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

Section 1: Section 275-14 of the Code of the Town of East Hampton regarding Eligibility is hereby repealed in its entirety and replaced to read as follows:

§ 278-14 Eligibility.

Members of the East Hampton Volunteer Fire Department, the East Hampton Ambulance Association and the Civil Preparedness Director shall be eligible for the stipend as granted in §278-13 provided the member meets all of the following conditions.

- A. The member has met for the year for which said stipend will be paid the requirements to be deemed an active volunteer of their respective organizations as outlined in approved bylaws.
- B. The total of any compensation or monetary incentive the member received from their respective organization is below the pay and remuneration thresholds established by the Fair Labor Standards Act to be classified as a volunteer.
- C. The member is not a per-diem or other similar type of employee.

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

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

TOWN COUNCIL

ATTEST

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Mark A. Philhower, Chairperson

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Kelly Bilodeau, Town Clerk

Town of East Hampton  
Middlesex County, Connecticut

DRAFT – July 6, 2023

**Ordinance No. 2023.05**

**An Ordinance Amending Article IX of Chapter 278 of the Code of the Town of East Hampton Regarding Business Incentive Program**

**WHEREAS**, the Code of the Town of East Hampton provides for, and;

**WHEREAS**, said program is intended to, and;

**WHEREAS**, the Town Council desires to update the Code related to this.

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

Section 1: Article IX of Chapter 278 regarding Business Incentive Program is hereby repealed in its entirety and replaced to read as follows:

Chapter 278. Taxation

Article IX. East Hampton Tax Abatement Program

§ 278-32. Purpose.

The purpose of the East Hampton Tax Abatement Program is, in accord with the Town's Plan of Conservation and Development (POCD), to attract new businesses to the Town, promote the expansion of existing businesses (including home-based businesses relocating into commercial, industrial, and design development zones), and to encourage the rehabilitation and reuse of vacant commercial and industrial buildings. It is the intent of the Town:

- A. to assist in the creation of jobs for local residents;
- B. to create long-term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities;
- C. to encourage the construction of new commercial and industrial facilities in accord with the Future Land Use Plan found in the Town's POCD; and
- D. to encourage substantial investment in new machinery, equipment, and other personal property subject to taxation within the Town.

§ 278-33. Program implementation by Town.

Subject to Connecticut General Statutes (CGS) Sec. 12-65b and Sec. 12-65h, the Town of East Hampton (the Town) shall, by affirmative vote of its legislative body, enter into a written

Ordinance No. 2023.05

agreement with any party owning or proposing to acquire an interest in real property, or an interest in real property upon which is located or proposed to be located: Office use; retail use; manufacturing use; warehouse, storage or distribution use; structured multilevel parking use necessary in connection with a mass transit system; information technology; recreation facilities; transportation facilities; or mixed-use development as defined in subdivision (72) of CGS Sec. 12-81, fixing the assessment of the real property and all improvements to be constructed thereon which is the subject of the agreement in accordance with the provisions of §278-40 of this Ordinance.

#### § 278-34. Duties of the Economic Development Commission

- A. The East Hampton Economic Development Commission (EDC or “the Commission”) shall provide any property owner or lessee with general information concerning the East Hampton Tax Abatement Program (the “Program” or “ETAP”), prepare and supply interested parties with an Application to participate in the Program and any other information that may be reasonably requested by an interested party. An “interested party” is one who owns or proposes to acquire an interest in real property as defined in CGS Sec. 12-65b and who is considering construction, replacement, reconstruction, expansion, or remodeling of existing business facilities located or to be located in East Hampton.
- B. The EDC may perform research about any party applying to participate in the Program and may request of any such party any relevant information that in the opinion of the EDC bears upon consideration of the application. The EDC shall obtain from the Tax Assessor an evaluation of the impact of any proposed abatement of taxes on the applicable Grand List and an estimate of the impact on future Grand Lists.

#### § 278-35. General Requirements

- A. Applications properly filed with the Town will be considered for the Program, provided:
  - (1) Applicant must possess a good environmental practices history and be able to demonstrate adequate financial strength to finance the proposed capital improvements and expansions to the real property and machinery and equipment purchases that would be the subject of the agreement.
  - (2) The proposed use is located in an appropriate zone as defined by East Hampton’s Zoning Regulations.
  - (3) The proposed use receives approvals, licenses, and permits of the East Hampton Planning and Zoning Commission and of other East Hampton, State of Connecticut and federal agencies, boards, commissions, and officials having jurisdiction with respect to the project, as required.
  - (4) No real estate property tax or other tax or fee or municipal charge due East Hampton by the Applicant, the businesses, or any other business organization or

entity owned or controlled by the Applicant is unpaid at the time the Application is submitted or at any time thereafter.

- (5) If the Applicant is relocating its business to East Hampton, the applicant should provide a five-year history of tax assessments and payments to the municipality or municipalities and/or other political subdivisions in which its business was operated.
- (6) The project must have a clear economic benefit to East Hampton, as described by the Applicant on the application.

B. Notwithstanding the results of any evaluation under §278-39, if the project does not constitute a net benefit to the Town – economically, civically, or in quality of life – the Economic Development Commission may decline to refer the application to the Council for consideration.

#### § 278-36. Application procedure.

##### A. Submission

- (1) All tax abatement requests shall be made in writing on a form referred to as ETAP Application (“the Application”) published and provided by the EDC and approved by the Town Council (“Council”).
- (2) The application and all accompanying documentation shall be submitted to the Office of the Clerk.
- (3) Upon receipt by the Clerk, one copy of the Application and materials shall be provided to the EDC for preliminary review.
- (4) The Clerk should provide notice to the Council that an Application has been submitted. “Receipt by the Clerk” signifies that an ETAP Application (including required signatures from listed public officials) and all accompanying documentation required in accordance with all applicable provisions of this Ordinance has been submitted.
- (5) The ETAP application form shall be evaluated annually by the Economic Development Commission to ensure consistency with the POCD and this ordinance.

##### B. Application Evaluation by EDC

- (1) The EDC will evaluate all ETAP Application submissions according to the guidelines in this ordinance.
- (2) The EDC shall strive for expediency in processing and evaluating the ETAP Application submission. The EDC may request to meet with the Applicant or appropriate delegate. The Town Council may request an accelerated evaluation process of a specific ETAP Application if the situation warrants.



- (3) The EDC shall prepare an ETAP Application Evaluation in response to the ETAP Application submission. When completed, the EDC shall notify the Town Council that the ETAP Application Evaluation is ready to be brought before the Council for consideration. This shall occur only if the EDC has approved the application. The EDC is the authority for non-acceptance of a business into the ETAP.

C. Application Evaluation by Town Council

- (1) The Council will place the report ETAP Application Evaluation on the agenda of the next regularly scheduled available Council meeting for discussion and action. The EDC will present the ETAP Application Evaluation at the scheduled Council meeting.
- (2) If the Council approves the EDC's recommendation for acceptance of a business into the ETAP, the Town Manager and the Applicant shall enter into a written agreement (consistent with the proposed agreement in §278.44-1 §278.45).

§ 278-37. Assessment of property subject to agreement.

The East Hampton Assessor shall, in the Assessor's sole discretion, determine the assessment of the real property or the personal property and any and all improvements constructed or to be constructed on or in the real property which is the subject of the agreement.

§ 278-38. Application evaluation guidelines.

- A. The purpose of this ordinance is to encourage economic growth in the Town that is in accord with the POCD in effect at the time of the given application. The POCD reflects the strongest expression of the Town's intentions for its future development, character, and quality of life. Accordingly, there is room for flexibility in evaluation of an application under criteria listed in §278-39 of this Ordinance.
- B. Evaluation criteria defined in §278-39 shall be evaluated annually by the Economic Development Commission to ensure consistency with the POCD and this ordinance.
- C. When evaluating a new application for approval for the ETAP program, the members of the EDC should strive for consistency and transparency. Like applications should receive like treatment. It is appropriate – even essential – for the EDC to consult the scoring of previously granted applications when scoring a new application. Consistency between like applications must be balanced, however, with the goals of the POCD in effect at the time. Where no similar application has been submitted, care should be taken to score the new application relative to the goals of the POCD and relative to the merits of any previous application.

D. Only the EDC shall approve or deny an application for consideration by the Council. The decision of the EDC is not appealable. When approving or denying an application, the EDC should issue a written statement showing the evaluation and explaining its reasoning. Projects recommended to the Council must evince a clear net benefit to the Town. It is recognized that evaluation of an application under this ordinance requires a blend of quantitative and qualitative reasoning; the Commission shall strive to make its reasoning and methodology plain and clear.

§ 278-39. Evaluation criteria categories.

ETAP Application Evaluation criteria shall include, but not be limited to:

- A. Good Standing with the Town
- B. Location
- C. Use/Business Purpose
- D. Brownfield Revitalization
- E. Vacant Property
- F. Blighted Property
- G. Jobs Created
- H. Cost of Town Services
- I. Design Compliance
- J. Sustainability
- K. Investment Amount

§ 278-40. Tax abatement tiers and implementation.

- A. Depending upon the number of points an Application receives, it may be denied or, subject to a vote by the Council, provided with one of tiers of tax abatement as follows:

<b>Evaluation of Economic Benefit</b>	<b>Basic ETAP Benefit</b>
<u>Minimal Economic Benefit to the Town</u>	<u>No tax abatement benefit</u>

<u>Low Economic Benefit to the Town</u>	Year 1-2: 70% of fixed assessment abated; OR Year 1-5: 50% of fixed assessment abated
<u>Average Economic Benefit to the Town</u>	Year 1-3: 70% of fixed assessment abated; OR Year 1-5: 50% of fixed assessment abated
<u>High Economic Benefit to the Town</u>	Year 1-3: 100% of fixed assessment abated Year 4-5: 70% of fixed assessment abated Year 6: 50% of fixed assessment abated

- B. The Town may abate real estate property taxes based on increased real property tax assessments up to but not more than the percentages shown above.
- C. The fixed assessment period shall commence the first fiscal year for which a tax list is prepared on the October 1 immediately following the issuance of a Certificate of Occupancy by the appropriate building official for construction of the buildings or manufacturing facilities or other structures and all improvements in or on the real property which is the subject of the agreement. Notwithstanding anything written in this Ordinance, the Town may, in its sole discretion, offer to enter into an agreement with the Applicant for the abatement of taxes of a lesser percentage and/or fewer years.
- D. On a case by case basis, the Town may provide other incentives in addition to the incentives provided by CGS Sec. 12-65b and Sec. 12-65h or in lieu thereof as follows: (1) waiver of building permit fees; (2) waiver of filing fees with land use agencies; or, (3) provision of in-kind services such as construction of access roads, or road widening, construction of storm drains and culverts, sidewalks, or curbing, extension of water and/or sewer lines or other public improvements.
- E. Machinery and equipment defined in subdivision (72) of CGS Sec. 12-81 and intended to qualify for tax relief pursuant to Sec. 12-65h shall have for federal income tax purposes a depreciable useful life of five or seven years.
- F. Company shall obtain a Certificate of Occupancy not later than twenty-four (24) months from the date of the signed ETAP Form of Agreement. Applicant’s performance relative to acquisition of the Certificate of Occupancy may be excused when the Applicant is prevented from performing by causes beyond the Applicant’s control, including natural disasters or other calamities or a local, state or national declared state of emergency. Application must be made within one year of receiving building permits. **Further, the Town Council is expressly authorized to consider and/or implement extension of performance dates, assignment of multiple performance dates for a single project where**

Certificates of Occupancy might be granted for various portions of a building or project at differing time intervals and/or dates, and to identify and implement other flexibility in the terms of any abatement granted within the parameters of the applicable statutes.

G. The Town Manager shall provide annual written updates in January to the Council and the EDC on entities the Town has agreements with under the East Hampton Tax Abatement Program that are presently in effect or ended within the last year. The annual updates should include, but need not be limited to:

- (1) A recap of the number of years and percentage of fixed assessment abated for which the Town and the entity are under agreement.
- (2) When the fixed assessment abated started and when the tax abatement will, or did, cease under the agreement for the entity.
- (3) Any additional incentives provided by the Town to an entity as listed under §278-40.
- (4) Any notable achievements, recognitions or contributions that constitute a net benefit to the Town – economically, civically, or in quality of life.
- (5) If any benchmarks or requirements established by the agreement or under §278-35, §278-40, and §278-41 have failed to be met. If yes, the annual update will include what benchmarks or requirements were failed to be met. Also, what subsequent actions were taken by the Town regarding an applicant defaulting on the agreement or requirements of the ordinance.

§ 278-41. Default by owner or lessee; recapture of abated taxes.

- A. Abatement of taxes under this ordinance constitutes a municipal subsidy to the successful applicant. In the event that the Applicant fails to meet negotiated benchmarks or other requirements as described herein, they shall, by the terms of the Agreement, be required to repay all abated amounts, consistent with CGS 12-146as of the date of default.
- B. In addition to the specific timing benchmarks noted in §278-40, the Town is encouraged to establish relevant benchmarks to be met by a successful Applicant related to the nature of the business or the project. At a minimum they must include the following triggers.
  - (1) In the event the owner or lessee of the real property: (a) at any time fails to pay real estate and/or personal property taxes when due and payable; (b) fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement; (c) within 10 years of the date of the agreement, the applicant becomes insolvent or bankrupt or files any debtor proceedings or others file such debtor proceedings against the owner or lessee, in any court, in any jurisdiction, state or federal, and does not withdraw such filing within 90 days or such other proceedings have not been dismissed or withdrawn

by such other parties within 90 days or makes an assignment for the benefit of creditors or if the property or lease is taken under a writ of execution or becomes the subject of foreclosure proceedings; (d) abandons at any time the real property or, in the case of the lessee, purports to assign its lease without the express consent of the Town as set forth in § 278-42 of this article; or (e) fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of the agreement; such event shall constitute a material default of the agreement, and the Town may terminate the agreement on the giving of written notice whereupon:

- (a) the right of the owner and/or lessee under the terms of the agreement shall cease and come to an end; and
- (b) the property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to provisions of CGS Sec. 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.

- (2) In the event of failure to pay a tax when due and if such delinquency continues for six months and one day, the Town shall terminate the agreement whereupon (i) the right of the owner and/or lessee to receive the tax abatement and any other considerations granted under the terms of the agreement shall be terminated; and (ii) the property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to provisions of CGS Sec. 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.

#### § 278-42. Recapture terms.

It is of no benefit to East Hampton to drive an Applicant in default into further economic straits by virtue of an onerous repayment plan. Terms for the recapture of abated taxes as described in §278-42 should be calculated to ensure the recapture of the highest possible percentage of public funds, taking into account the fiscal reality of the Applicant, the circumstances of the default, and the state of the project.

#### § 278-43. Assignment of agreement.

The agreement between the town and the Applicant shall not be assigned by the Applicant to any person(s) or business organization or entity or estate or trust without the express consent of both the Council and the EDC which shall signify their consents by an affirmative vote taken at a separate meeting of each body duly noticed for the stated purpose. A conveyance of real property or a transfer of ownership of the business or substantially all of the assets of the business which

is the subject of the agreement to a person or business organization or entity that is not owned or controlled by the Applicant, shall not constitute a valid assignment of the agreement or vest any rights under the agreement in the grantee of the real property or transferee of the business or of the assets of the business or allow for enforcement of any obligations of the Town against the Town by the grantee or transferee including but not limited to any remaining tax abatements under the terms of the agreement. A “controlled entity” means a business which is eighty or more percent owned by the grantor or transferor.

§ 278-44. Amendments to applicable statutes.

All references in this Ordinance to CGS Sec. 12-65b or Sec. 12-65h or Sec. 12-81 or any other section of CGS made herein shall include all amendments to such statutes enacted and signed into law subsequent to the effective date of this ordinance.

§ 278-45. Proposed agreement.

FORM OF AGREEMENT

TOWN OF EAST HAMPTON  
AGREEMENT REGARDING REAL  
PROPERTY TAX ASSESSMENT

\_\_\_\_\_  
EAST HAMPTON, CONNECTICUT

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_ by and between the TOWN OF EAST HAMPTON, a municipal corporation and body politic having its corporate limits located within the County of Middlesex and State of Connecticut (hereinafter the “Town”), and \_\_\_\_\_ of East Hampton, Connecticut (“Company”) a Connecticut corporation with a principal place of business at \_\_\_\_\_, East Hampton, Connecticut.

WITNESSETH:

WHEREAS, Company is responsible to pay all real property taxes associated with the real property known as \_\_\_\_\_ East Hampton, Connecticut (“the Real Property”); and

WHEREAS, Company intends to make improvements to the land and structures on the Real Property, including the construction of approximately \_\_\_\_\_ square foot commercial

office building and associated site improvements located on the Real Property (the “Facility”); and

WHEREAS, the estimated costs to be invested by Company in making the above-described improvements to and constructing the Facility on the Real Property will be a minimum of \$ \_\_\_\_\_; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor, will assess and value the Real Property and personal property on the Grand List of \_\_\_\_\_ (Date).

WHEREAS, the Town wishes to assist Company in its plans to add real property and personal property value to the Town’s tax base; and

WHEREAS, the Town wishes to assist Company to develop its \_\_\_\_\_ plans to be submitted and approved to the Planning and Zoning Commission; and

WHEREAS, in consideration of the above, the Town is willing to provide tax relief to Company pursuant to the East Hampton East Hampton Tax Abatement Program Ordinance as a Tier \_\_\_\_ tax abatement for a period of \_\_\_\_\_ years commencing with the first date that tax payments are due under the Grand List following the date of issuance of the Certificate of Occupancy for the Facility (the “Abatement Term”); and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby covenant and agree that:

1. Cost of Improvements: The costs for the improvements shall equal or exceed \$ \_\_\_\_\_ in construction costs. Company will install and properly account to the Town for all taxable personal property assets added to or installed in the Facility.
2. Certificate of Occupancy: Company shall obtain a Certificate of Occupancy not later than twenty-four (24) months from the date of this Agreement. Company shall actively operate or cause said Facility to operate as \_\_\_\_\_ at the Real Property for not less than the Abatement Term from the date of the Certificate of Occupancy.
3. Reduction of Assessment: Commencing with the issuance of a Certificate of Occupancy, the Real Property tax assessment shall be established on the Grand List for the period following the issuance of the Certificate of Occupancy, and the Town shall grant to Company a \_\_\_\_% reduction in its Real Property assessment such that the net effect of the reduced assessment reduces the tax liability for the Real Property in the amount of \$ \_\_\_\_\_ over the \_\_\_\_\_ year period according to a schedule attached hereto as Exhibit A, including the above-described Improvements and the construction of the Facility (the “Abatement”).
4. Abatement Period: The Abatement Term shall be for a period of \_\_\_\_\_ years commencing with the first date that tax payments are due under the Grand List following the date of issuance of a Certificate of Occupancy for the Facility; provided, however, that if such assessment is changed by any future Town revaluation, the tax payments due under the new

assessed value of the Real Property shall be adjusted for the remainder of the Abatement Term in accordance with the terms of the Abatement set forth in Paragraph 4 above.

5. Tax Payment: Company shall maintain all tax obligations owed by it to the Town current and in good standing during the Abatement Term.

6. Certification of Value of Site Improvements: Company shall be required to provide proof via affidavit of an appropriate officer within one year after the commencement of operations at the Facility as to a) the actual value of the site improvements and that said improvements are substantially in conformance with the provisions hereof as to the scope of construction; b) the cost of construction (a minimum of \$\_\_\_\_\_.00) and c) the number and type (full-time or part-time) of employees employed at such Facility.

7. Ongoing Employment Obligations: Notwithstanding anything herein contained to the contrary, Company and the Town acknowledge and agree that, while Company shall make every good faith effort to maintain and employ at least \_\_\_ full-time and \_\_\_ part-time employees during the Operating Term, economic circumstances, financial considerations, and employee transience may make it impossible to maintain precisely the level of employment described herein. Accordingly, Company and the Town acknowledge that variations in the numbers of employees will occur and may continue for unspecified periods of time during the Operating Term of this Agreement. Company will, upon request, disclose to Town its employment statistics no more than once per year. Subject to the above requirement of good faith and Company's cooperation in disclosing all efforts made to comply with the employment parameters stated herein, such variations shall not otherwise constitute a default of this Agreement provided the Facility is operating in accordance with applicable law and Company is in compliance with the terms of this Agreement in all other respects.

8. Default: The following events shall constitute and event of default: Company at any time fails pay real estate and/or personal property taxes when due and payable, or; Company fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement, or; Company, within 10 years of the date of the Agreement, becomes insolvent or bankrupt or files any debtor proceedings or others file such debtor proceedings against the owner or lessee in any court, in any jurisdiction, state or federal, and does not withdraw such filing within 90 days, or such other proceedings have not been dismissed or withdrawn by such other parties within 90 days, or; Company makes an assignment for the benefit of creditors, or; Company property or lease is taken under a writ of execution or becomes the subject of foreclosure proceedings, or; Company abandons at any time the real property or in the case of the lessee purports to assign its lease without the express consent of the Town as set forth in this Ordinance, or; Company fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of this Agreement. In such event of default, the Town shall provide notice to the Company of such event of default, and the Company shall have thirty (30) days from such notice within which to cure such default. In the event Company fails to cure the default with thirty (30) days of such notice, then this Agreement shall be null and void and the



Company shall reimburse the Town for all tax relief provided to Company, retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to the provisions of Conn. Gen. Stat. §12-146, or other applicable statute, plus all prior waived fees, if any, plus all actual costs to the Town in providing in-kind considerations to the Company, and the Town shall be under no obligation to grant further tax relief hereunder.

9. Legal Action to Enforce the Terms: In the event that the Town must resort to legal action to enforce the terms of this Agreement, any amount determined by a Court of competent jurisdiction to be due from Company shall be subject to interest at the rate of eighteen percent (18%) per annum. Such interest shall accrue from the postmark date for the notice of default described in Paragraph 9. In addition, the Town shall be entitled to recover from Company all costs of collection, including reasonable attorney's fees, incurred in enforcing this Agreement.

10. No Further Abatement: Company acknowledges and agrees that the Abatement offered pursuant to this Agreement is not binding upon the Town, and shall not continue, beyond the \_\_\_\_\_ year Abatement Term agreed to herein.

11. No Admission as to Values: Company and the Town acknowledge and agree that the values placed upon the Real Property, the Facility, and/or the Improvements as a result of the Abatement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Real Property, the Facility, and/or the Improvements.

12. Notices: All notices hereunder are to be sent by the Town to Company at the following address or to such other address as requested by the Company or its successors or assigns:

\_\_\_\_\_, East Hampton, CT 06424

Attention: \_\_\_\_\_. All such notices shall be sent via certified mail, return receipt requested, or overnight mail service. Notices are deemed effective upon delivery. Any refusal to accept such delivery shall still constitute the delivery of proper notice.

13. Assignment: Company may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written authorization of the Town Council and Economic Development Commission which shall signify their consents by an affirmative vote taken at a separate meeting of each body duly noticed for the stated purpose. A conveyance of the Real Property or a transfer of ownership of the Company business or substantially all of the assets of the Company to a person or business organization or entity that is not a "controlled entity" which is owned or controlled by the Company, shall not constitute a valid assignment of the Agreement or vest any rights under the Agreement in the grantee of the Real Property or transferee of the Company or the assets of the Company or allow for enforcement of any obligations of the Town against the Town by the grantee or transferee including but not limited to any remaining tax abatements under the terms of the Agreement. A "controlled entity" means a business which is eighty or more percent owned by the Company as grantor or transferor.

14. Release of Liability: Company and/or its successors or assigns releases the Town and its agents, servants and employees from any and all liability, of whatever nature, legal or equitable,

which may have arisen or which may arise in connection with this Agreement, including the implementation hereof.

15. Indemnification: Company and/or its successors or assigns shall defend and indemnify the Town and any of its agents, servants and employees against any action, claim or suit of any nature whatsoever, arising from the Town's being a party to this Agreement and/or any undertaking of its obligations hereunder.

16. Execution: This Agreement has been executed by the parties' respective agents, duly authorized and acting in his or her official capacity.

17. Amendment: This Agreement may be amended only by mutual consent of the parties, and any amendments to this Agreement shall be in writing and shall be duly executed and dated by the respective parties.

18. Complete Agreement: This Agreement represents the entire and complete understanding and agreement of the parties, and any and all prior written or oral agreements not otherwise contained in this Agreement shall be and are hereby null and void and of no force or effect.

19. Choice of Law and Venue: In the event that litigation or other dispute resolution process arises, all litigation and dispute resolution shall take place in the State of Connecticut, Judicial District of Middlesex, and the Agreement shall be construed in accordance with Connecticut law, without regard to its conflict of law provisions.

20. Notice of Tax Abatement: Upon the execution of this Agreement, a copy of this Agreement or a proper "Notice of Tax Abatement Agreement" shall be filed upon the land records of the Town with respect to the Real Property.

21. Special Conditions: In addition to all other terms and conditions of this Agreement, the Town's obligations under this Agreement are conditioned on the following ("the Conditions"):

(a) Project Financing: Company demonstrates to the reasonable satisfaction of the East Hampton Finance Director that it has private financing and state and federal grants in place in an amount sufficient to undertake and complete the project;

(b) Property Maintenance: Company demonstrates that it has maintenance contracts in place to keep the property maintained during the period of construction;

(c) Non-Transferable: As set forth in Paragraph 14 herein, Company acknowledges and affirms that this tax abatement is non-transferable and any transfer of the tax abatement to a non-related entity shall be an event of default; and

(d) \_\_\_\_\_ [other specific terms]

In the event that the Company fails to satisfy the Conditions set forth in this Special Conditions paragraph, this Agreement shall be null and void and the Real Property as improved

shall be assessed in accordance with the Connecticut General Statutes without regard to the terms and conditions of this Agreement.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

Witnessed By:

Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its CEO, Duly Authorized

Witnessed By:

Town of East Hampton:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Town Manager, Duly Authorized

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

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

TOWN COUNCIL

ATTEST

\_\_\_\_\_  
Mark A. Philhower, Chairperson

\_\_\_\_\_  
Kelly Bilodeau, Town Clerk

**Public Use Agreement by and between the Congregational Church and the Town of East Hampton  
For a Parking Lot in the Village Center**

This Public Use Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between The Congregational Church of East Hampton, a Connecticut Religious Society having its principle place of business at 59 Main Street in the Town of East Hampton, County of Middlesex, State of Connecticut, hereinafter referred to as the "Owner," and the Town of East Hampton, a municipal corporation organized and existing under the laws of the State of Connecticut having its territorial limits within the County of Middlesex, hereinafter referred to as the "Town."

WITNESSETH:

In consideration of the mutual promises contained herein, it is agreed as follows:

1. Owner agrees to allow public use of a privately owned parking lot on the Owner's property in exchange for certain maintenance and other assistance provided by the Town. Owner allows use of its parking lot in the same manner as other Town owned and/or controlled parking lots, except as specifically identified herein, for that tract of land located at 59 Main Street in the Village Center in East Hampton, Connecticut and further designated as East Hampton Assessor's Map 02A, Block 62, Lot 30 hereinafter called the "Premises" excepting that this Agreement shall include only the paved parking lot and specifically exclude any unpaved areas, sidewalks or structures or buildings located on or associated with the Premises.
2. Term. This Public Use Agreement shall be for an initial term of approximately one (1) year, commencing on the date of the execution of this Agreement by both parties, and expiring on December 31, 2024, unless sooner terminated under the terms and conditions of this Public Use Agreement. The term of this Public Use Agreement will automatically be extended for five (5) successive terms of five (5) years each upon the same terms and conditions, provided, however, Town or Owner may terminate this Agreement at any time upon written notice to the other party as provided herein of at least ninety (90) days before the date of termination.
3. The parties agree that the parking lot will be available to the general public at all times in accordance with Town practice for other Town owned and/or controlled parking lots except as provided herein, including the Owner's reservation of the right to close this parking lot for Owner's events including regular services, events, and funerals based on the schedule provided in Section 4 herein.
4. The parties agree that the Owner shall be entitled to close the parking lot or otherwise decrease the number of spaces available to the public for scheduled events of the Owner that are included on a schedule provided to the Town Manager annually on or prior to December 1 of each year of the agreement for the following calendar year. Additional events may be added to the schedule with not less than 30 days-notice in advance of the event to the Town Manager. Unscheduled and unplanned events of an unexpected nature such as funerals may be added upon 48 hours-notice to the Town Manager. Notwithstanding any other provision of this Agreement, ten (10) spaces on the south side of the parking lot adjacent to the building will remain reserved and marked for use by church members and not the general public at all times.
5. In exchange for public use of the private parking lot on the Premises, the parties hereby agree to the following:
  - a. For the term of this agreement, the Town will provide snow and ice control activities for the parking lot similar to those provided to other public parking lots operated by the Town at no cost to the Owner.
  - b. Town will use reasonable efforts to ensure that the parking lot is clear of ice and snow accumulations for services of the Owner on Sunday mornings by 9:00 am and for regularly scheduled events of the Owner



With an additional copy to:  
Town of East Hampton  
Town Clerk  
1 Community Drive  
East Hampton CT 06424

Such notice or demand shall be deemed to have been given when received by the party to whom it is given. The above addresses may be changed at any time by giving five days prior written notice as above provided.

9. No Partnership or Joint Venture. Nothing in this Agreement or any action taken pursuant to it shall be construed to create a partnership or joint venture between Owner and Town for any purpose.
10. Covenants and Conditions. Each provision of this Agreement to be performed by the Town shall be construed as both a covenant and a condition.
11. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.
12. Number. Whenever herein the singular number is used, the same shall include the plural.
13. Captions. The captions at the beginning of the various paragraphs or provisions of this Agreement are for convenience or reference only and shall not define or limit the terms of such paragraphs or provisions in any manner.
14. Governing law. This Agreement, in all respects, shall be construed and enforced under the laws of the State of Connecticut.
15. Joint effort. The preparation of this Agreement has been the joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than the other.
16. Counterparts. This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
17. Agreement contains entire understanding of parties. This Agreement contains the entire understanding of the parties; there have been no representations made which are not contained herein.
18. Modification of Agreement. This Agreement may only be modified by a written amendment signed by both parties. An oral modification shall not be binding on either party.
19. Failure to enforce. Any failure to enforce any right arising hereunder shall not be deemed a waiver of such right.

[SIGNATURES FOLLOW]

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Owner

Town

\_\_\_\_\_  
Congregational Church of East Hampton

\_\_\_\_\_  
Town of East Hampton  
By: David E. Cox  
Town Manager, Duly Authorized

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

Its: \_\_\_\_\_  
Duly Authorized

DRAFT

**CONCEPT DRAFT**

An amendment to the Agreement  
between the Town and Edgewater  
development to take over  
maintenance responsibility for  
Edgewater Circle and treat it as a  
Town Road.

**Amendment to  
Reciprocal Access and Utility Easement Agreement**

This AMENDMENT TO RECIPROCAL ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT (“Amendment”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among EDGEWATER HILL ENTERPRISES, LLC, a Connecticut limited liability company with an office at 207 Hog Hill Road, East Hampton, Connecticut 06424 (“Edgewater”), EDGEWATER HILL PROPERTIES, LLC, a Connecticut limited liability company with an office at 207 Hog Hill Road, East Hampton, Connecticut 06424 (“Hill”), and the TOWN OF EAST HAMPTON, a Connecticut municipality, with an address at 1 Community Drive, East Hampton, Connecticut 06424 (“Town” and with Edgewater, and Hill, collectively, the "Owners" and individually, each an "Owner").

WITNESSETH

WHEREAS, Edgewater, Hill and Town entered into a RECIPROCAL ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT (“Agreement”) on the 26<sup>th</sup> day of September, 2018 and filed on September 26, 2018 in the office of the East Hampton Town Clerk in volume 588 at page 593;

WHEREAS, Edgewater, Hill, and Town are owners of certain real property located in the Town of East Hampton identified and described in said Agreement;

WHEREAS, the Edgewater Property, the Hill Property and the Town Property (and any other property resulting from the subsequent subdivision of the Edgewater Property or the Hill Property) are collectively referred to herein as the “Properties” and are each individually referred to herein as a “Property;”

WHEREAS, Edgewater, Hill and Town intend to revise certain terms and agreements described and defined in the aforementioned Agreement for the purpose of providing for Town maintenance and oversight of certain internal roads and other facilities as described herein;

NOW THEREFORE, in consideration of the above and in consideration of good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Owners hereby agree as follows:



1. Except as provided in this Amendment, all provisions of the Reciprocal Access, Utility and Drainage Easement Agreement shall remain valid and in force unless modified in writing or otherwise found unenforceable.
2. Subject to Section 7 of this Amendment, the Town will provide maintenance and capital improvements, including capital replacement, for the main loop of the internal drive known as Edgewater Circle as it may, from time to time, exist as identified on the attached Exhibit A in a manner similar to other public Town roads at the Town's sole discretion, including, but not limited to, snow and ice control, pavement marking, crack filling, and other surface treatments and replacements. Said maintenance and capital improvements shall be limited to the paved facilities between the back of curbs on both sides or to the edge of roadway pavement, including parking areas, for surfaces that do not have curbs. Further, such maintenance shall extend to the stormwater drainage system and facilities beneath said Edgewater Circle roadway, but not to connections or extensions thereof that exist outside the area defined as being between the back of curbs adjacent to or edge of pavement of Edgewater Circle.
3. The Town shall not be responsible for grass or landscaped islands within the limits of the area between the back of curb on both sides of the paved area of Edgewater Circle nor shall it be responsible for sidewalks, grass, lighting or other infrastructure or utility facilities adjacent to the paved portions of Edgewater Circle.
4. Edgewater and Hill shall continue to provide Ordinary Maintenance , as described in the aforementioned Agreement to which this is an Amendment, for all areas outside the paved area of Edgewater Circle between the back of curb or edges of pavement where no curb exists including the landscaped or grassed areas between pavement lanes as currently exist or may exist in the future, including, but not limited to, the areas within the entrance from State Highway Rt 66.
5. A perpetual easement is hereby granted to Town by Edgewater and Hill over and below the area of the Internal Drives and Project Roadways in the Master Plan Area known as Edgewater Circle between the back of curbs on both sides or to the edge of roadway pavement, including parking areas, for surfaces that do not have curbs.
6. As part of this Amendment and in consideration of the Town accepting the maintenance, repair and replacement costs of Edgewater Circle, the Town shall make no payment to Edgewater or Hill or any successor or successors thereof for any Operating Costs, Operating Fee, Reserve Fee or any other payment or fee as defined and described in the Agreement. Any payment made prior to the approval and execution of this Amendment shall remain the property of Edgewater and Hill.
7. Edgewater and Hill hereby covenant to construct the full extent of the Internal Drives and related improvements located within the Internal Drives Parcel including without limitation all attendant lighting, the Internal Drives Drainage Facilities and related curbing for the Internal Drives in the same manner as previously constructed segments of Edgewater Circle and in

accordance with Town approval identified in the Agreement. The Town's responsibilities for maintenance and capital improvements under this Amendment shall commence when a given section of Edgewater Circle has been completed through final surface asphalt and the commencement of maintenance and capital improvement responsibilities has been accepted by the Town through action of the Planning and Zoning Commission and the Town Council in the manner similar to acceptance of a public road.

8. Notices to the Town under the Agreement and this Amendment shall be made in accordance with the Agreement to the following address:

Town Manager  
Town of East Hampton  
1 Community Drive  
East Hampton CT 06424

9. For portions of Edgewater Circle that have been accepted for Town maintenance and capital improvements as described herein, the Town shall be authorized to issue permits for and otherwise regulate construction within the area of Town maintenance and capital improvements between the back of curbs on both sides or to the edge of roadway pavement, including parking areas, for surfaces that do not have curbs in the same manner as it does for other public, Town-owned roads.

[SIGNATURES FOLLOW; REMAINDER INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Edgewater, Hill and the Town have executed this Amendment to the Reciprocal Access, Utility and Drainage Easement Agreement, intending to be legally bound hereby as of the day and year first above written.

EDGEWATER HILL ENTERPRISES, LLC

Witnesses:

By: \_\_\_\_\_  
Name: Stephen Motto  
Its: Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

EDGEWATER HILL PROPERTIES, LLC

By: \_\_\_\_\_  
Name: Stephen Motto  
Its: Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

TOWN OF EAST HAMPTON

By: \_\_\_\_\_  
Name: David E. Cox  
Its: Town Manager, Duly Authorized

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

[NOTARY ACKNOWLEDGEMENTS FOLLOW; REMAINDER INTENTIONALLY BLANK]

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:

NOTARY ACKNOWLEDGEMENTS CONTINUE

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS. \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:

MEMORANDUM

TO: David E. Cox, Town Manager

FROM: Steve Fontanella, Director of Facilities

DATE: June 19, 2023

SUBJECT: Fire Station #1 Roofing Project

Attached are three quotes to replace the upper section of the roof of Fire CO1. I am requesting to waive competitive bidding in favor of the 3 quotes received.

The quotes are to remove the existing roofing and insulation, install new insulation and 60 Mil EPDM roof membrane and appropriate flashing. Existing drains will remain, and all roof penetrations will be new. All materials will be provided to insure proper pitch to the drains. All quotes provide a 20 year warranty.

The low quote is from CM Roofing although all proposals were very competitive. CM roofing is a quality company that I feel will do a great job for us. We have a budget of \$38,000 which will allow us to repair some drains and decking as needed. Bert Dorr roofing quote was from last year. They asked I add 10% to the \$38,000 bid for a total of \$41,800.

If you have any questions, please feel free to call me.

SF

# C & M ROOFING Co., LLC

P.O. Box 307, South Windsor, CT 06074

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06/07/23

Town of East Hampton, BOE  
1 Community Dr.  
East Hampton, CT 06424  
Attn: Steve Fontanella

Re: Roof – C Replacement @ Firehouse, 3 Barton Hill Rd. East Hampton, CT

Pursuant to your request, I have inspected roof area C on the firehouse and I'm pleased to offer the following quote for replacement;

- Remove the existing roofing material exposing the metal deck (2,370 sf.)
- Install 5.2" Polyisocyanurate insulation over the metal deck (R-30)
- Install additional wood blocking to match the new insulation thickness
- Install 060" EPDM Fully Adhered Rubber Roof System over insulated substrate (inc. 20 year Manufacturers NDL Full System Warranty)
- Flash all walls and mechanical curbs using 060" EPDM
- Flash all roof penetrations according to manufacturers requirements
- Flash existing roof drains according to manufacturer requirements
- Fabricate and install 040" Aluminum Edge Metal and flash into roof system
- Remove all job related debris from the site

**Total cost = \$34,990.00**

- This cost includes all labor, material, disposal, safety, permit and applicable tax
- This cost does not include hazardous waste removal, steel deck, drains or mech curbs

Additional costs:

- Roof Drain Insert – \$350.00 ea.
- Metal Deck Replacement – \$7.50 sf.
- Wood Blocking Replacement – \$4.00 lf.
- Drainage Scupper and Leader Pipe Replacement - \$950.00

In closing, if you have any questions please contact me at your convenience.

Best regards,

Mike Brunelle  
Managing Member  
(860) 758-7708

# Bert Dorr Roofing Company, Inc.

General Roofing Contractor

860.349.3709

PO Box 241

Middlefield, CT 06455

[www.bertdorroofing.com](http://www.bertdorroofing.com)

Dated: November 18, 2022

**Proposal Submitted to:**

Steve Fontanella

C/o East Hampton Fire Department

**Job Location:**

3 Barton Hill Rd.

East Hampton, CT 06424

Upper Roof

---

We hereby submit specifications and estimates for:

**A new, fully adhered .060 EPDM roof system over upper roof**

Work to be performed:

1. First, we will remove existing EPDM, insulation, and aluminum edge-metal.
2. Existing BUR will remain, gravel to be removed.
3. Install 2-inch Polyiso insulation board over existing BUR.
4. Insulation to be adhered using two-part epoxy.
5. Fasten a 2x4 nail-board along perimeter of roof.
6. Install a new, fully adhered .060 EPDM roof system.
7. Seams in EPDM to be bonded using six-inch seam-splice tape.
8. Inside corners and penetrations to be flashed according to manufacturer spec.
9. Install new .040 aluminum edge-metal along perimeter.
10. Edge-metal to be flashed using cured EPDM cover strip.
11. New EPDM roof to be flashed into existing drains.
12. Grounds to be kept clean and all debris removed.

Notes: LTRR of new insulation = 11.4

Weight of new roof approximately 0.83LBS/SQFT

---

We propose to furnish material and labor – complete in accordance with above specifications for the sum of:



**Total:**  
**Thirty-eight thousand dollars**

**(\$38,000.00)**

Intentionally left blank

**Guarantee:** Any leaks occurring within a period of **Ten (10)** years from job completion will be repaired without charge. Guarantee applies to defective material and workmanship furnished by Bert Dorr Roofing only. There is no guarantee for leaks arising from foot-traffic, weather, acts of God, or the installation of any roof top equipment (e.g. units, signs, posts, wires, satellites, poles, hatches, etc.). No liability is assumed for damage to building or its contents. Guarantee only valid if full payment has been made within 30 days of job completion.

A one-third deposit of:

**Twelve thousand six hundred sixty-six dollars**

**(\$12,666.00)**

is required prior to the start of work.

Final payment due within 30 days of job completion.

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by workmen's compensation insurance. Sheet metal work not included in guarantee. We reserve the right to withdraw this proposal if it is not accepted within thirty (30) days.

Authorized By:

Michael Salvatore

**Acceptance of proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

Date:

# HERITAGE SYSTEMS, INC.

348 Huntingdon Avenue, Waterbury, CT 06708 (203)-755-2101~Fax (203) 755-2774  
Website: [www.heritage-systems.com](http://www.heritage-systems.com)

## Roof Proposal

Proposal #081321-08 REV 6/7/23

SUBMITTED TO: <a href="mailto:sfontanella@easthamptonct.org">sfontanella@easthamptonct.org</a>	PHONE	FAX	DATE
Steve Fontanella     Director of Facilities	860-365-4000		6/7/23
COMPANY	JOB NAME		
East Hampton Public Schools	Fire House		
STREET	JOB LOCATION		
1 Community Drive	3 Barton Hill Rd., East Hampton CT		
CITY, STATE AND ZIP CODE	TOTAL PAGES:		
East Hampton CT     06424	2 Pages		

We propose to furnish all materials, labor, tools, equipment, taxes and insurance to perform the work outlined below for the price of:

### Lump Sum Price Excluding Taxes:

\$35,620.00

#### Scope of Work

*(Approximately 2,350 SQFT)*

1. Provide roof top safety to meet OSHA standards and Heritage System's Safety Program.
2. Remove existing roofing and insulation as non-hazardous materials to the metal deck and dispose properly.
3. Inspect the steel deck and replace any deteriorated deck on a unit price basis; \$6.80/square foot if required.
4. Provide wood blocking fastened to the existing wood blocking to match the new roof insulation thickness.
5. Provide R-30 polyisocyanurate roof insulation mechanically fastened to the steel deck.
6. Provide adhered 60 mil EPDM membrane per manufacturer's standard specification.
7. Provide EPDM membrane flashings at all roof penetrations including at roof drains, scuppers, curbs and sleepers.
8. Provide .040' thick aluminum sheet metal flashings at the roof perimeter.
9. Provide roofing manufacturer's 20 Year Warranty.



**Terms of Payment:** Upon Completion

***\*Re-Roof Disclaimer:***

As neither Heritage Systems itself nor its representatives practice architecture, Heritage Systems offers no opinion on and expressly disclaims responsibility for the soundness of any structure on which the above scope of work is to be applied. If questions arise as to the soundness of a structure or its ability to support the planned installation properly, the owner should obtain opinions of competent structural Engineers before proceeding. Heritage Systems accepts no liability for any structural failure or resultant damages and no Heritage Systems representative is authorized to vary this disclaimer. Heritage Systems, Inc. is to be indemnified from claims related to mold, mildew, or indoor air quality.

Please note that deck vibration due to roof tear off and installation of the new roof may cause excessive dust and/or improperly secured fixtures to fall from the underside of the roof structure during installation. Heritage Systems, Inc. cannot be held responsible for these occurrences. It is the owner's responsibility to safeguard and protect the areas and machinery beneath the roof. In addition, Heritage Systems, Inc. cannot be held responsible for damage to conduits or other devices if they are attached to the underside of the deck or structure.

Thank you for giving us the opportunity to price the roofing at this facility to you. Please do not hesitate to contact me to discuss this proposal further.

**By:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** 6/7/23  
**Bill Bernhardt**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the specifications above involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our company is fully insured for Workmen's Compensation, General Liability, and Automobile Coverage.

**Agreement:**

If you are in agreement with the proposed pricing and scope of work as clarified in this proposal, please sign and date below. By signing this proposal, you agree to contract/subcontract Heritage Systems to furnish and install the roofing and sheet metal work as clarified in this proposal. This signed proposal shall serve as the "Letter of Intent" for Heritage Systems to proceed with the scope of work at your direction. Customer is to be responsible for any and all legal fees and court costs incurred in any collection processing necessary.

**Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

***Please visit our website at [www.heritage-systems.com](http://www.heritage-systems.com)***



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



*Dennis Woessner*  
Chief of Police

July 6, 2023

To: David Cox, Town Manager

From: Dennis Woessner, Chief of Police

Subject: General Order approval

Attached to this memorandum are five (5) General Orders which I am submitting for approval:

General Order 2.3, Unity of Command/Span of Control, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

General Order 5.3, Equipment, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

General Order 5.10, Securing Prisoners, is an existing General Order which required a minor modification to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

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

General Order 10.5, Line of Duty Deaths, is a new General Order which was required to be in compliance with the Police Officer Standards and Training Council (POSTC) Accreditation Standards.

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






# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 2.3

### ORGANIZATION AND MANAGEMENT

<b>SUBJECT: UNITY OF COMMAND/SPAN OF CONTROL</b>		
<b>Issue Date:</b> TBD	<b>Effective Date:</b> TBD	<b>Distribution:</b> All Personnel
<b>Amends/Rescinds GO:</b> 4/8/2014		<b>Review Date:</b> /        /
<b>Per Order of:</b>  <b>Dennis Woessner, Chief of Police</b>		
<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

To establish a written directive, which provides for employee unity of command, and where each employee is accountable to only one supervisor at any given time. This General Order also establishes the number of employees under the immediate control of a Supervisor.

#### II. POLICY

It is East Hampton Police Department policy that each employee shall be accountable to only one supervisor at any given time. Furthermore, an excessive number of employees should not be placed under the immediate control of any one supervisor at any given time. This shall apply to all levels of the department's organizational structure, notwithstanding emergencies. These limits may be general in nature, but should ensure that normal day-to-day operations are properly directed and controlled.

#### III. PROCEDURES

##### A. Employee Unity of Command

To ensure that employees are aware of what is expected of them, and to promote efficiency and responsibility, employees will be accountable to only one supervisor at any given time. Within each established chain-of-command, the appropriate supervisor is responsible and accountable for the performance of employees under his/her control. There may be occasions that arise, however, requiring a supervisor to issue an order to an employee outside the supervisor's immediate responsibility. Nothing in this section of this General Order will prevent this. The organizational

structure with formal lines of authority is covered in General Order 2.1 and in the Organizational Chart.

## **B. Organizational Component Unity of Command**

### 1. Introduction

All Officers of the Department are under the direct command of only one supervisor under the provisions of General Order 2.1. Whenever two or more officers of the same rank are on duty, and supervising the same area of responsibility within the Department, the chain of command will be determined according to the time and rank in grade, except when otherwise designated by language of the Collective Bargaining Agreement. Time in grade is determined by the length of time within a rank as determined by the appointment date to that specific rank. When more than one person is promoted on the same date, rank in grade is determined by the final score of that respective promotional exam. Such order of time and rank in grade shall be recorded in the Department's Personnel Roster and updated by the Office of the Chief of Police, as required.

### 2. Command Delegation Protocol

- a. Executive Command Staff: In the absence or incapacitation of the Chief of Police, command delegation **or acting authority shall be designated in writing.** thereafter follow the provisions outlined in General Order 2.1.
- b. Shift Supervisor: Refers to the Shift supervisor whose squad is assigned for that work shift as the primary scheduled shift.
- c. Special Detail or Assignment Command: In cases where special details or assignments are implemented, command authority shall be delegated in accordance with the provisions of the Plan or Special Order established for that event.
- d. Overlap Assignment Supervision: Shift Command shall include all personnel scheduled for a given shift, or a portion thereof, who will be assigned to general patrol operational activities in fulfillment of the patrol shift's responsibilities.

### 3. Lines of Authority Between Components

- a. Supervisors must occasionally give commands, orders, or direction to personnel who are outside of their normal chain of command. In such cases the affected personnel shall obey and comply with any such commands, orders, or direction so long as they are legal.
- b. **Every employee of the Department shall promptly obey, without reservation,**



the orders, rules, regulations, policies, and procedures of the Department and all lawful commands of a supervisor including those commands relayed from a superior by an employee of the same or lesser rank. The intentional refusal to obey any direct lawful order is grounds for discipline.

- c. No employee is required to obey any order that is contrary to any Federal or State law. Obedience to an unlawful order is never a defense for an unlawful action. Responsibility to refuse to obey an unlawful order rests with the employee to whom such order was given. The employee shall be strictly required to justify such action. Employees issued what they believe to be an illegal order shall request the issuing employee to clarify the order or to confer with a higher authority.
- d. Should any order given by a supervisor conflict with any previous Department order, rule, regulation, policy or procedure, the employee to whom such order is given will call attention to the conflict. If the person responsible for issuing the order does not change the order to avoid such conflict, the order will be obeyed, but the employee obeying such order shall not be held responsible for disobedience of the previous order, rule, regulation, policy, or procedure. Responsibility for the conflict shall be upon the supervisor issuing the conflicting order. It should later be reported to the Chief of Police for clarification.
- b. Supervisors, who for legitimate reasons issue such commands, orders, or direction to personnel outside their normal chain of command, shall make every reasonable attempt to inform the appropriate supervisor of the affected personnel as soon as practical.
- c. Officers who may be given temporary supervision as an "Acting Supervisor," are given full commensurately authority for the supervisory position being assumed for the time period of the absence of the regular supervisor. Personnel being considered to assume temporary supervision must have considerable knowledge and experience within the area in which they are going to assume the supervisory authority, and must meet all eligibility requirements in order to be appointed to an acting supervisor's position.

#### 4. Command Protocol - Routine Situations

- a. Control of Incident: At the scene of any police incident, the ranking officer, or senior officer of the same rank, shall assume command of the scene and operations, until relieved by a supervisor, or until the conclusion of the incident.
- b. Control of the Crime Scene: Typically, the senior officer present conducts

crime scene supervision until the arrival of a supervisor. The senior officer shall have the authority to direct and oversee the protection and processing of a minor crime scene, unless relieved by a Supervisor in a command position.

#### 5. Command Protocol – Major Incidents

a. Single Command at Major Incidents: At “major incidents” to which patrol officers initially responds, such as hostage/barricaded subject situations, crowd-control situations, or other large-scale emergencies, a patrol supervisor will be designated to assume and maintain immediate control. At such incidents, the following protocols shall apply:

- The first arriving officer, or designee, shall take control of the incident until the arrival of a supervisor.
- At such time, the designated patrol supervisor will maintain control of the incident, and take appropriate action for all non-tactical aspects, such as outer perimeter maintenance and/or traffic control.
- Overall control will be assumed by the Shift Supervisor, who upon arrival shall assume the duties and responsibilities as the Incident Commander of the entire event, until relieved by the Chief of Police.
- Upon arrival, command of tactical aspects of the operation will be assumed by the Chief of Police.

An exception to the above includes incidents involving a police shooting/injury, which will be handled according to Department General Order 3.5 on Officer Involved Shooting Incidents.

b. Unified Command – Incident Command System: The East Hampton Police Department supports and uses the Incident Command System (ICS). The fundamental principle of ICS is that of “unified command” at certain large-scale incidents requiring multi-agency coordination. Most incidents, to which the Department responds, will not fall within the “unified command” ICS protocol.

However, on those occasions when a unified ICS is implemented, the Department’s representative shall be the Chief of Police, or designee. The duties of this Incident Commander are to:

- Work with other agency commanders at the command post
- Identify “principal hazards” which concern law enforcement
- Determine priority of law enforcement hazards



- Ensure that legal responsibilities are not abdicated or ignored
- Develop overall law enforcement objectives

The duties of supervisors shall depend on the nature, extent, and severity of the incident. In most cases, their duties will be to develop and implement specific tactical plans in response to the ICS's stated objectives.

It is further stipulated that ultimate operational or tactical control will remain with the Incident Commander, unless relieved or delegated to another Supervisor. For operations initiated by Units other than Patrol, the ranking on-duty supervisor of the specialized unit will assume control, until determined otherwise by the Chief of Police, or designee.

## 6. Span of Control

Police Supervisors are given specific areas of assignment over which they are in command at all times. Supervisors will not have under their direct control an excessive number of employees as determined by the Chief of Police, which may adversely affect the effective direction, coordination, and control of the Department.

Span of control is dependent upon the complexity of the responsibilities, duties, and tasks associated with the position, individual competency and reliability, and the experience of the immediate subordinates. Spontaneously occurring incidents, and special circumstances, such as disasters, special events, etc. may require temporary deviation from the recommended ratio. Once the situation is under control, staffing proportions should return to normal. The span of control shall be as follows:

- First-line supervisor should not normally exceed eight (8) employees.
- Administrative or non-Enforcement assignments should be based upon the complexity/variety of the tasks of subordinates, and the potential for a supervisor to adequately oversee the number of employees involved.

Whenever staffing requirements are anticipated to exceed the recommended span of control for an upcoming event or situation, affected supervisors shall make notification through the chain-of-command to their immediate supervisor who will decide whether or not the increased staffing is appropriate.


Normal day-to-day supervisory responsibilities are shown on the departmental Organizational Chart. Employees should refer to this chart for clarification of a supervisor's span of control.



# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 5.3

### PATROL FUNCTIONS

<b>SUBJECT: EQUIPMENT</b>		
<b>Issue Date:</b> TBD	<b>Effective Date:</b> TBD	<b>Distribution:</b> All Personnel
<b>Amends/Rescinds GO:</b> 6/29/2022		<b>Review Date:</b> /        /
<b>Per Order of:</b>    <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

#### I. PURPOSE

The purpose of this General Order is to establish procedures and guidelines related to equipment provided to East Hampton Police Department (“EHPD” or “Department”) officers.

#### II. POLICY

It is the policy of the East Hampton Police Department to provide guidelines for patrol vehicles, including emergency and incidental supplies and equipment, specific vehicle markings, and the use of seat belts. Procedures are also established in relation to uniforms, clothing, equipment, and other related matters.

#### III. PROCEDURES

##### A. Patrol Vehicle to be Equipped with Emergency Lights and Siren

Conspicuously marked vehicles used in routine or general patrol service are readily identified as law enforcement agency vehicles from every view and from a long distance, even at night. Conspicuous marking increases safety, serves as a warning to potential violators, and provides citizens with a feeling of security. Therefore, all marked patrol vehicles shall be equipped as follows:

1. Red and blue overhead emergency lights and a siren;

2. Wig-wag headlights;
3. A mobile radio;
4. A lap-top computer, when feasible;
5. Conspicuously marked as Town of East Hampton police vehicles with appropriate reflective striping and graphics design, including the vehicle number;
6. Exterior spotlight.

The Department does utilize unmarked vehicles for routine or general patrol service; the Department maintains an undercover vehicle for use when conducting special patrol assignments. All unmarked and undercover vehicles shall be equipped with operational emergency lights and a siren, when appropriate.

#### **B. Patrol Vehicle Equipment**

Every patrol vehicle will contain at least the following equipment, which is necessary for emergencies and preliminary investigations:

1. Rechargeable flashlight
2. First-aid kit, a blanket, and oxygen
3. Portable roadway warning signals, such as flares or reflective cones, etc.
4. Measuring device
5. Fire extinguisher
6. Crime scene tape
7. Protective barrier between the front and rear seats, except for vehicles designated exclusively for Supervisors
8. Equipment for protection against transmission of blood-borne pathogens
9. Equipment for collection and containment of biohazard material
10. Other equipment as authorized by the Chief of Police

Check-off lists or inspection forms will be used to aid officers and supervisors and ensure that vehicles are properly stocked and operationally ready (See G.O. 2.7, *Line and Staff Inspections*). Officers will be responsible for restocking depleted or missing equipment in their assigned vehicle.

A compliment of supplies will be maintained in the squad room or storage closet. Officers needing supplies can draw upon this supply to restock their assigned vehicle. A designated member of the Department shall serve as a Supply Officer, or Quartermaster, and be responsible for ensuring that this supply closet is

properly stocked with necessary supplies.

**C. Use of Seat Belts in all Department Vehicles**

The use of seat belts can have a significant effect in reducing the number of deaths and the severity of injuries resulting from motor vehicle accidents, and can assist officers in maintaining proper control of their vehicles during pursuit or emergency high-speed operations. As a result, all employees will use seatbelts. If a department member needs to transport an infant or young child, they will use the appropriate child restraint system to comply with CGS 14-100a. These child restraint systems are stored in the storage closet in the basement.

**D. Equipment and Apparel to be Worn by Patrol Officers**

The specifications for all authorized personal equipment and apparel to be used and worn by patrol officers is outlined in G.O. 2.9, *Uniform Standards and Dress Code*. All employees shall adhere to these regulations to ensure uniformity and prevent use of unauthorized or substandard items. Supervisors shall conduct line inspections according to the provisions of General Order 2.7, *Line and Staff Inspections*. The Department shall maintain accurate records of the equipment/apparel provided to each employee (See G.O. 2.9.)

**E. Availability of Protective Vests**

The Department will provide all sworn officers with soft body armor upon appointment to the Department. The soft body armor will provide protection equal to or exceeding Threat Level IIIa as defined by the National Institute of Justice.

Periodically the Department will replace all issued soft body armor based upon accepted industry standards and recommendations set forth by soft body armor manufacturers.

Uniformed employees are required to wear body armor, as the wearing of protective vests has been proven to be effective in preventing serious injury and death to police officers

**Sworn personnel assigned to a plain-clothes or administrative assignments will be required to have their issued protective vest available to them, either in their office, locker, or assigned vehicle.**

**F. Use of Protective Vests in High-Risk Situations**

All sworn personnel will be required to wear their Department issued soft body armor while engaged in pre-planned high-risk situations, including members of the S.W.A.T. Team, regardless of exceptions that exist above.

“High Risk Situations” shall be defined as those situations, which present a higher potential for the use of less-lethal or lethal force against sworn personnel, as determined by a Supervisor, even if the officer does not perceive the high level of threat. High-risk situations requiring the use of protective vests by sworn personnel include, but are not limited to:


1. High-risk arrest or search warrant service, including those involving a dangerous offender or a location where there is an indication of weapons
2. Drug raids
3. Barricaded persons and/or hostage incidents
4. Civil disturbance incidents
5. Escaped prisoner incidents, where the escapee is known to be armed and/or dangerous
6. Transportation of dangerous prisoners
7. High-Level VIP visits
8. Other High-Risk situations as determined by the Incident Commander





# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 5.10 PATROL FUNCTIONS

<b>SUBJECT: SECURING PRISONERS</b>		
<b>Issue Date: TBD</b>	<b>Effective Date: TBD</b>	<b>Distribution: All Personnel</b>
<b>Amends/Rescinds GO: Dated 5/21/23</b>		<b>Review Date: / /</b>
<b>Per Order of:</b>   <b>Dennis Woessner, Chief of Police</b>		
<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 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

Prisoner: Any person, regardless of age or sex, who is either arrested or taken into custody for an alleged violation of any criminal or traffic law, or pursuant to a warrant or other court order or directive, whether for transfer to a detention facility, court proceeding, arranging for bond or pending release or one who is taken into protective custody for transport to a mental facility for evaluation and/or admission as a mental health patient.

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.

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. a weapon
  - b. Situations where a detainee has taken a hostage
  - c. Other emergencies; with the approval of the Shift Supervisor
5. If an officer goes to another facility, either to pick up or drop off a prisoner, they will follow the rules of that agency as they apply to securing their weapons. If the facility lacks weapon storage lockers, the officer will secure their weapons in their police vehicle.

**B. Minimum Physical Conditions for Holding Facility**

1. Adequate lighting as required by local code or ordinance.
2. Circulation of fresh or purified air in accordance with local public health Standards.
3. Access to a toilet and drinking water.
4. Access to wash basin or shower for detainee held in excess of eight hours.
5. A bed for each detainee held in excess of eight hours.
6. Bedding issued to detainees held overnight should be clean, sanitary and fire retardant.
7. The holding facility has an automatic fire alarm and heat and smoke detection system, which has been approved in writing by state or local fire officials.
  - a. A weekly documented visual inspection and a semi-annual documented testing of fire equipment; and
  - b. A daily visual inspection and documented testing of the automatic fire detection devices and alarm systems as required by local fire code

**C. 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. All EHPD members authorized to enter and utilize the holding facility shall be trained in the location and operation of holding facility keys. Those keys shall be stored and maintained in a secure location as to not allow access by prisoners. After use of holding facility keys they will be returned to the designated secure location.
- b. 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, tools, culinary equipment and/or visible damage. Discovery of any of these items will be documented and immediately reported to the Shift Supervisor. Following the removal of a prisoner and inspection of the applicable holding facility areas; entry/exit doors controlling access to the holding facility shall be shut and secured. Unoccupied temporary holding and holding cell doors may be left open to facilitate the safe transfer of prisoners in to those designated areas. When a prisoner occupies either temporary holding or a holding cell, that door will be shut and secure.
- c. The Chief of Police or his designee will 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 or prisoners. The weekly documented inspections will cover the following:
  1. First aid kits located in the holding facility and replenished as necessary
  2. Sanitation of the facility specifically for the control of vermin and pests
  3. Security inspection of the facility (bars, locks, windows, walls, floors, ventilator covers, glass panels, access plates, protective screens, doors, and other security devices) including searching for weapons and contraband
  4. Fire retardant blankets are present
  5. Sufficient food/drinks present
  6. Fire protection equipment present (pull boxes/sprinkler heads/main fire panel in lobby showing no errors or alarms)

**D. 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. Officers shall be sensitive to the LGBTQ populations when conducting searches. When appropriate ask the prisoner whom they would prefer to conduct the search. In the event that a same sex officer or requested sex officer is not working and the officer must conduct the search, officers should use their body worn camera or the building CCTV camera(s) to record the search of a prisoner of the opposite sex. Strip and body cavity searches are covered under General Order 1.7

**E. Placement of a Prisoner in an EHPD Temporary Holding Facility**

1. Restraining devices should be removed from prisoners prior to placing them in a temporary holding facility unless the officer feels that the removal will be a security/escape risk. The facility is equipped with a metal bar which one end of the restraining device can be attached to if the officer feels it is necessary to further secure the prisoner.
2. The temporary holding facility is used for the processing of prisoners and is intended to be short term, no longer than 2 hours. The facility has the same minimum physical conditions as the cells, except access to water and a bathroom. Should the prisoner need access to a bathroom or water the prisoner may be removed from the temporary holding facility and placed into a normal cell, which has all the required amenities.
3. The facility is equipped with the same audio and visual recording and fire suppression systems as the rest of the cells and prisoner processing area. A back up to the audio and visual recording system for the temporary holding facility would be the Department's CaseCracker audio and visual recording system.
4. The entire holding facility (temporary holding, processing and cells) is a restricted access area. When prisoners are present only officers, attorneys

or bail commissioners/bondsmen are allowed into these areas. The facility has sufficient security measures to prevent the escape of prisoners, to include multi-factor access control.

5. Normally prisoners placed in the temporary holding facility are under constant supervision while they are processed and released or until such time as they are placed in the cell block area. If a prisoner is left unattended for other than a brief period of time, more than 30 minutes, the supervision and accountability will be the same as outlined in section H of this general order.

**F. Holding Facilities for Males, Females, and/or Juveniles**

1. All cells in this Department's holding facility are separate units. The cells are situated in such a way that sight and sound separation can be achieved, even during loud conversations.
2. Juveniles taken into custody for a violation of law shall be kept separate from adult offenders and shall not be confined in the adult cellblock area. If detention is necessary, the juvenile will be placed in Interview Room #118 or another suitable room and will not be left unattended. If a juvenile is detained the officers report will list the time they were detained, what room they were held in, what time they were released and to whom.
3. The Department has five (5) cells in which to hold prisoners. In the rare occasion that we needed additional cells to handle the processing of multiple arrests or needed additional cells to hold prisoners, we have an agreement with the Middletown Police Department to hold our prisoners.
4. The Department will attempt to release disabled or handicapped prisoners, especially those with special needs, but in the rare occasion one must be held, the Department has a cell designed to accommodate disabled or handicapped prisoners.

**G. 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.

#### **H. 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 and/or cell block cameras in the cells are operational. The viewing of these cameras is restricted to only those individuals requiring access to them for law enforcement purposes and are not viewable by the general public. This will reduce the possibility of invading a detainee's personal privacy.
- 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 detention officer to monitor the cell block cameras and to report any problems to the on-duty supervisor. The desk officer/dispatcher and 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 is 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 log sheet.

- 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 log sheet. 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 log sheet.
- c. At least once every eight hours a count of the prisoner population will be taken. The count will be noted on the prisoner log sheet.

#### **I. 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 officer shall note the telephone number that the prisoner called and the time on the prisoner log sheet. When the call is completed in a reasonable amount of time, an officer will remove the telephone from the cell.
- b. The prisoner will be given the opportunity to have confidential access to their attorney while talking on the phone. If the prisoner so desires he/she will be removed from the holding cell and escorted to Interview Room 006, where the confidential phone call will take place. The officer will remain outside of the room to monitor the behavior of the prisoner. If, in the officer's opinion the behavior of the prisoner creates an officer safety issue, the prisoner will not be removed from his/her cell for the phone call, until such time it can be done safely.
- c. All prisoners will be alerted to the fact that their telephone conversations are monitored and recorded (one-sided) by the

Department's cell block/booking cameras and audio monitors. This will be accomplished by signs prominently displayed in the cell block/booking area. The Department does not utilize specialized equipment that monitors both sides of a telephone conversation.

## 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 log sheet. The attorney will be escorted to interview room 006 where they may have confidential access to their 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 log sheet.

**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. Mail, Packages or Personal Property

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

## J. 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 log sheet. If the prisoner refuses to eat, the time will be noted on the prisoner log sheet. 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.

## K. 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. Procedures for gaining access to medical services are posted in areas used by prisoners.

#### 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 sheet 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 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.
- e. Upon release, the prisoner must receive a release from the treating doctor 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. 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 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 on the prisoner log sheet. 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 prisoner:
  - (1) If the prisoner is presently under a doctor's care? If so, obtain physician's name and record information on the prisoner log sheet.
  - (2) Does the prisoner have any health conditions, physical injuries, limitations or illnesses, or does (s)he require any medications. If so record this information on the prisoner log sheet.
  - (3) A visual screening for body deformities, trauma markings, bruises, lesions, jaundice and ease of movement will be performed on the prisoner. If any observations are noted they will be recorded on the prisoner log sheet.
  - (4) An assessment of apparent physical and mental condition will be performed on the prisoner. Any observations will be noted on the prisoner log sheet.
  - (5) If prescription medicine is taken from the prisoner, record instructions on the prisoner log sheet and notify the shift supervisor.



- (6) If prescribed medication is administered, the shift supervisor will ensure the date, time and type of medicine is recorded on the prisoner log sheet. The administering officer shall also initial the form.
  - (7) If an officer determines a prisoner is under the influence of alcohol and or other drugs the detainee's condition will be monitored. If the officer determines the prisoner should be evaluated by EMS personnel or the prisoner requests medical attention, EMS shall be called to evaluate the prisoner's condition. If a prisoner has a BAC level of .30 or greater the officer may make the determination the individual needs to be taken to the hospital by EMS personnel for evaluation.
- 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 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 a locker in the booking area. The first-aid kit will undergo a weekly documented inspection, by agency personnel.

### **L. 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.
2. In the event of an emergency in the holding facility the officer has three ways to notify dispatch or other officers of the emergency:
  - a. Use their portable radio to notify dispatch/officers of the emergency (a bi-directional amplifier system has been installed in the holding area to ensure reliable communications)
  - b. Use the emergency button (orange in color) on their portable radios to notify dispatch of the emergency
  - c. Use the phone in the booking area to report the emergency to dispatch

### **M. Cell Block Fire**

1. In the event of a fire threat in the cell block or temporary 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 in a priority mode 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 the sallyport or other 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) if necessary
  - h. Provide first aid to any prisoner requesting and/or needing it
  - i. Request an ambulance to evaluate and/or transport a prisoner in need to the hospital

### **N. Prisoner Escape from Holding Facility**

1. In the event a prisoner escapes from the holding facility, the primary objective is to recapture the prisoner, prevent injury to the public, property or to police officers. In the event of an escape, the officer responsible for the prisoner shall:
  - a. Notify the dispatcher and the on-duty supervisor
  - b. Make an immediate attempt to recapture the prisoner. If an immediate recapture is not possible, it is more prudent to await the assistance of other police officers
  - c. Notify the Chief of Police or his designee of the escape
  - d. Notify the surrounding police departments of the prisoner escape via the police hotline (RAFS and other frequencies) and request their assistance
  - e. A teletype will be sent via the COLLECT system advising of the escape with information about the escape including, name, date of birth, last known address, description including scars, marks, tattoos and other identifying characteristics. The teletype will be cancelled once the prisoner is located.
  - f. If the escapee is not recaptured within the normal tour of duty of the officer's shift he/she shall prepare an application for an arrest warrant on the charge of escape. The Chief's States Attorney of the Middletown Court shall be advised of the escape.
  - g. Document the circumstances surrounding the escape and efforts made to capture the escapee
  - h. The Chief of Police may, based upon the circumstances, direct that an internal affairs investigation be conducted pertaining to violation of Department policies.

#### **O. Prisoner Release**

1. All prisoners will be released pursuant to procedures established in EHPD General Order 5.7, Arrest Processing.

#### **P. Training**

1. All officers will receive initial training on this General Order, specifically the

the operation of the holding facility and fire response procedures, as part of their initial Field Training and Evaluation Program. Remedial training will be conducted as needed.



# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 9.5

### TRAINING AND SELECTIONS

<b>SUBJECT: IN-SERVICE, ROLL CALL, AND ADVANCED TRAINING</b>		
<b>Issue Date:</b> TBD	<b>Effective Date:</b> BD	<b>Distribution:</b> All Personnel
<b>Amends/Rescinds GO:</b> 9/30/2022		<b>Review Date:</b> / /
<b>Per Order of:</b>  <b>Dennis Woessner, Chief of Police</b>		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

#### I. PURPOSE

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

#### II. POLICY

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

#### III. DEFINITIONS

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

Career Specialty In-Service Training: A training process used to provide an advanced level of instruction in an area of interest and specialization that enhances the overall

potential for job satisfaction and career advancement.

#### IV. PROCEDURE

##### A. Department Annual Retraining Program

###### 1. Introduction

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

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

## 2. Proficiency In-Service Training

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

## 3. Career Specialty In-Service Training

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

## 4. Management Training

- a. Management and supervisory training are key elements in an employee's career development, and are also major factors in enhancing an employee's overall potential for upward mobility. Supervisors are to receive ongoing training in the following areas:



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

#### 5. Inventory of Resources

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

#### 6. Advanced Training

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



**B. Roll Call Training**

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

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

**C. Accreditation Process Familiarization**

1. The intent of this section is twofold. First, it ensures that all employees are familiar with accreditation and what it entails during the self-assessment process. Second, familiarizing new employees with the process will provide a

historical perspective and emphasize the importance of accreditation to the Department. This familiarization process will include:

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

a. Newly Hired Personnel

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

b. Self-Assessment Phase

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

c. On-Site Assessment

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

d. Advanced Accreditation Training


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



# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 10.5 SUPPORT AND TECHNICAL SERVICES

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

### I. PURPOSE

The purpose of this General Order is to establish East Hampton Police Department procedures that will ensure the proper support and emotional care for an officer's family following a line of duty death.

### II. POLICY

It is the policy of the East Hampton Police Department to provide liaison assistance to the immediate survivors of any officer who dies in the line of duty. This assistance will be provided whether the death was felonious or accidental while the officer was performing a police-related function, either on or off duty, and while the officer was an active member of the Department. The Chief of Police may institute certain parts of this order for cases of an officer's natural death. The Department will also provide a clarification and comprehensive study of survivor benefits as well as other tangible and intangible emotional support during this traumatic period of readjustment for the surviving family. Funeral arrangements of the deceased officer are to be decided by the family, with their wishes taking precedence over the Department's.

### III. DISCUSSION

Coordination of events following the line-of-duty death of a police officer is an extremely important and complex responsibility. Professionalism and compassion must be exhibited at all times as an obligation to the officer's survivors and to the law enforcement community. In order to provide the best possible services and support for the officer's family, specific tasks may be assigned to selected members of the Department. Their titles are:

- Notification Officer
- Hospital Liaison Officer
- Family Liaison Officer
- Department Liaison Officer
- Benefits Coordinator

An explanation of each of these responsibilities is contained in this General Order. An Employee may be called upon to perform more than one role.

### IV. PROCEDURES

#### A. Notification

1. It shall be the responsibility of the Chief of Police to properly notify the next of kin of an officer who has suffered severe injuries or died. The Chief of Police shall personally make the notification and act as the NOTIFICATION OFFICER.
2. The Department MUST NEVER release the name of the deceased officer before the immediate family is notified.
3. If there is knowledge of a medical problem with an immediate survivor, medical personnel should be available at the residence to coincide with the death notification.
4. Notification MUST ALWAYS be made in person and never alone. The Chief of Police or a representative, police chaplain, close friend, or another police survivor could appropriately accompany the NOTIFICATION OFFICER. However, if the aforementioned persons are not readily accessible, notification should not be delayed until these people can gather. If there is an opportunity to get to the hospital prior to the death of the

officer, the Notification Officer shall NOT wait for the delegation to gather. The family should learn of the death from the Department FIRST and not from the press or other sources.

5. Officer should inform family members slowly and clearly of the information that you have. If specifics of the incident are known, the NOTIFICATION OFFICER should relay as much information as possible to the family. Officers should be sure to use the officer's name during the notification.

If the officer has died, relay that information. Never give the family a false sense of hope. Use words such as "died" and "dead" rather than "gone away" or "passed away."

If the family requests to visit the hospital, they should be transported by police vehicle. It is highly recommended that the family NOT drive themselves to the hospital. If the family insists on driving, an officer should accompany them in the family car.

6. If immediate survivors live outside the area in which personnel notifications are not possible, the NOTIFICATION OFFICER will ensure that a teletype message is sent to the appropriate jurisdiction requesting a PERSONAL notification. The NOTIFICATION OFFICER shall call the other jurisdiction by telephone in addition to the teletype message. Arrangements should be made to permit telephone contact between the survivors and the NOTIFICATION OFFICER upon the survivors being informed of the officer's death.
7. In the event of an on-duty death, the external monitoring of police, fire and EMS frequencies may be extensive. Communications regarding notifications should be restricted to the telephone whenever possible. If the media has somehow obtained the officer's name, they should be advised to withhold the information, pending notification of next of kin.

B. Assistance for Affected Officers

1. Officers who were on the scene or who arrived moments after an officer was critically injured or killed should be relieved as soon as feasible and preferably after they have been interviewed regarding the circumstances of the incident.

2. Police witnesses, other officers, and the officer's family members who may have been emotionally affected by the serious injury or death of another officer will attend a Critical Incident Stress Debriefing held by a trained mental health professional.

C. Assisting the Family at the Hospital

1. The first supervisor, other than the Chief or his representative, to arrive at the hospital becomes the HOSPITAL LIAISON. The HOSPITAL LIAISON is responsible for coordinating the activities of hospital personnel, the officer's family, police officers, the press and others. These responsibilities include:
  - a. Arrange with hospital personnel to provide an appropriate waiting area for the family, the Chief of Police, and only those others requested by the immediate survivors.
  - b. Arrange a separate area for fellow police officers and friends to assemble.
  - c. Establish a press staging area.
  - d. Ensure that medical personnel relay pertinent information regarding an officer's condition to the family on a timely basis and before such information is released to others.
2. If it is possible for the family to visit the injured officer before death, they should be afforded that opportunity. A police official should "prepare" the family for what they might see in the emergency room and should accompany the family into the room for the visit if the family requests it. Medical personnel should advise the family of visitation policies and, in the event of death, explain why an autopsy is necessary.
3. The NOTIFICATION OFFICER(S) should remain at the hospital while the Family is present.

D. Support of the Family During the Wake and Funeral

1. The Chief of Police, or a designee, will meet with the officer's family at their home to determine their wishes regarding departmental participation in the preparation of the funeral or services. All possible assistance will be rendered.
2. With the approval of the family, the Chief will assign a FAMILY LIAISON Officer. The Chief will also designate a DEPARTMENT LIAISON Officer and a BENEFITS COORDINATOR.

E. Family Liaison Officer

1. The selection of a FAMILY LIAISON Officer is a critical assignment. An attempt should be made to assign someone who enjoyed a close relationship with the officer and his family.
2. This is not a decision-making position. This is a role of "facilitator" between the family and the Police Department.
3. Responsibilities of the FAMILY LIAISON Officer:
  - a. Ensure that the needs of the family come before the wishes of the Department.
  - b. Assist the family with funeral arrangements and make them aware of what the Department can offer if they decide to have a police funeral. If they choose the latter, brief the family on funeral procedure (i.e., 21- gun salute, presenting the flag, playing of taps).
  - c. Apprise the family of information concerning the death and the continuing investigation.
  - d. Utilize the Concerns of Police Survivors (C.O.P.S.) website, at [concernsofpolicesurvivors.org](http://concernsofpolicesurvivors.org), for additional emotional support information which is available to surviving families.
  - e. Notify The 100 Club, (860) 633-8357.

F. Department Liaison Officer



1. This position is normally assigned to a Division Commander because of the need to effectively coordinate resources throughout the Department.
2. DEPARTMENT LIAISON OFFICER Responsibilities:
  - a. Work closely with the FAMILY LIAISON Officer to ensure that the needs of the family are fulfilled.
  - b. Meet with the following persons to coordinate funeral activities and establish an itinerary:
    - 1) Chief of Police and Division Commander;
    - 2) Funeral Director;
    - 3) Family priest or minister;
    - 4) Cemetery Director;
    - 5) Honor Guard; and
    - 6) Stamford Police Association President.
  - c. Direct the funeral activities of the Department and visiting police departments according to the wishes of the family.
  - d. Issue a teletype message to include the following:
    - 1) Name of deceased
    - 2) Date and time of death;
    - 3) Circumstances surrounding the death;
    - 4) Funeral arrangements (state if service will be private or a police funeral);
    - 5) Uniform to be worn;
    - 6) Expressions of sympathy in lieu of flowers; and
    - 7) Contact person and phone number for visiting departments to indicate their desire to attend and to obtain further information.
  - e. Obtain an American flag and Departmental flags. If the family wishes a flag presentation by the Chief, notify the Chief's Office.

- f. If the family desires a burial in uniform, select an officer to obtain a uniform and all accouterments (except weapons) and deliver them to the funeral home.
- g. Arrange for the delivery of the officer's personal belongings to the family.
- h. Coordinate traffic management, with our jurisdictions if necessary, during the viewing, funeral and procession. Arrange for a tow truck to be available along the procession route.
- i. Assign an officer to remain at the family home during the viewing and funeral.

G. Benefits Coordinator

1. The BENEFITS COORDINATOR will gather information on ALL benefits/funeral payments available to the family. The BENEFITS COORDINATOR has the Department's full support to fulfill this responsibility to the survivors and is completely responsible for filing the appropriate benefit paperwork and following through with the family to ensure that these benefits are being received.
2. The BENEFITS COORDINATOR is responsible for:
  - a. Filing Worker's Compensation claims and related paperwork.
  - b. Contacting the appropriate City of Stamford Offices without delay to ensure that the beneficiary receives death and retirement benefits, the officer's remaining paychecks and payment for remaining vacation and compensatory time.
  - c. Gathering information on all benefit/funeral payments that are available to the family.
  - d. Setting up any special trust funds or educational funds.

- e. Notifying police organizations such as 100 Club, etc., of the death and to ensure that any and all entitlements are paid to the beneficiary(s). These agencies may also offer legal and financial counseling to the family at no cost.

#### H. Funeral Protocol

1. All members will maintain an excellent personal appearance. Uniforms and equipment must be in outstanding condition.
2. Uniforms
  - a. Class A Uniform (dress jacket, tie, hat)
  - b. Members of the Honor Guard and pallbearers will wear white gloves.
  - c. A black sash will be worn across the badge.
3. Funeral Services
  - a. The Office of the Chief may:
    - 1) Contact the Connecticut State Police for assistance with funeral arrangements, if needs arise for highways to be utilized.
    - 2) Request from the Mayor that the United States and State flags be flown at half-staff at municipal government buildings from the time of death through the day following the funeral.
  - b. Members who attend the funeral services will report to a predesignated assembly point away from the place of services for inspection and briefing.
  - c. From the assembly point, members will march to the place

of service, timing their arrival to permit immediate entry.

- d. Upon entering the building, members will remove their uniform hats, place them under their left arm, hat brim forward, and move in an orderly manner to the place reserved for them.

#### 4. Gravesite Services

- a. Upon arrival at the gravesite officers will stand in formation at parade rest.
- b. Just prior to the 21-gun salute and taps, officers will be brought to attention. The command "PRESENT ARMS" will be given. When the 21-gun salute and taps have concluded, the command "ORDER ARMS" will be given. Members will remain at attention until the officer in charge issues the command "OFFICERS DISMISSED."

#### 5. Honors Accorded

- a. Any Stamford Police Officer, who dies in the line of duty, will be accorded full honors, if requested by the survivors. This will include the casket watch during viewing, honor guard, pallbearers, firing squad, taps, military flag fold and presentation and motor escort. A bagpiper will also be made available if requested.
- b. The Honor Guard commander is responsible for coordinating and directing the activities of the Honor Guard, casket watch, pallbearers, firing squad, bugler, bagpiper and flag presentation.
- c. Casket Watch
  - 1) The casket watch is usually comprised of officers from the Honor Guard. However, volunteers may stand watch at the discretion of the Honor Guard

commander. Officers who are assigned to the casket watch must present an excellent uniform appearance and conform to all current grooming regulations.

d. Pallbearers

- 1) If pallbearers are requested, they will be under the direction of the Honor Guard commander. They will report to the funeral home as directed for instructions and seating arrangements.

I. Department Honors for Employees Killed in the Line of Duty

The Department will:

1. Dedicate a plaque in honor of the deceased employee to be mounted in a place of honor.
2. Award the Department Medal of Valor, posthumously to the employee and present same to the immediate family at a proper ceremony.
3. Retire the deceased employee's badge number.
4. Notify the Police Memorial Committee of the Connecticut Police Chief's Association for inclusion on the police memorial.

## **BOARD AND COMMISSION SUMMARY JUNE 2023**

### **Arts & Culture Commission**

The Arts & Culture Commission met on June 15. Members discussed the June 17 Garden Tour/Plein Air event and the remaining funds in their budget. The Student Art was hung in the Town Hall Art Gallery for the month of June.

### **Board of Finance**

The Board of Finance met twice in June. June 6 to deliberate and revise the budget after a failed 1<sup>st</sup> Referendum, and June 19 for their regular monthly meeting. At the regular meeting the FY 2023 Tax Suspense List was approved, the FY 2024 Motor Vehicle rate was adopted, and ongoing discussion was had in regard to the BOE FY 2023 deficit.

### **Brownfields Redevelopment Agency**

The Brownfields Redevelopment Agency met on June 26. The members discussed the next steps for the EPA and DECD grants. There was discussion of drafting an RFP/RFQ for the grant to start the project for the properties. The members received confirmation that the dam on 3 Walnut is listed on the registry. The members plan to review the agency by-laws and look for any changes that may be needed to be discussed at the July meeting. Rachel Watkins has applied to join the agency as a member. The members also briefly discussed forming groups to help plan and initiate agency activities in the town. These groups could include a member of the public. The members decided to discuss the groups more at the July meeting.

### **Clean Energy Task Force**

The Clean Energy Task Force met on June 6. The members discussed the Middle School roof project, the last updates of the 2023 Electric Car Show, setting a date for the next Fall Energy Fair, and canceling the July meeting. The members will be submitting an article to the Rivereast with the data and updates on the car show. An update on the car show and a couple of other projects will also be sent to the Town Council. The members were looking to book the mobile exhibit for this year's Fall Energy Fair, so the date needs to be chosen soon.

### **Commission on Aging**

The Commission on Aging met on June 8. The Senior Center Director provided an overview of events at the Senior Center including the need to cut back on some events due to a shortage in staffing. Meals on Wheels has been running efficiently and is now serving 12 people. A Lunch and Learn program will be held in September with CRT to talk about the services they offer. The Senior Center donated \$2,000 to the UR Community Cares program as it will be a valuable asset to older adults who need assistance. Reports were given from the Housing, Transportation and Health & Wellness sub-committees. A need for affordable housing especially for older adults was expressed. A request was submitted to the River Valley Transit to provide transportation to the Senior Center on Fridays for those that need rides. The Commission on Aging, Senior Center, Chatham Health and town departments are continuing to coordinate promotion of activities and programs for older adults.

### **Conservation-Lake Commission**

The Conservation-Lake Commission met on June 8. John Tucci joined the meeting on Zoom to present a new in-lake treatment to the commission members. The members received an update on the watershed projects/ federal funding, the sub-committee report on education, the Lake Smart Program, and the advisory panel. The members reviewed and discussed the RFQ for the new limnologist. The members made a motion to approve the RFQ.

The Conservation-Lake Commission held a special meeting on June 21 to discuss the use of MetaFloc in the lake. The members approved the application of Metafloc in the lake and it will be applied by EverBlue Lakes. The final approval will go to the Town Council at their June 27 meeting.

### **Design Review Board**

No meeting

### **Economic Development Commission**

No meeting

### **Ethics Commission**

No meeting

### **Fire Commission**

The Fire Commission met on June 12. Mr. Lundquist read a prepared statement about some inaccuracies he noticed with the NFIRS reporting. To remedy the problem for the future, the Fire Chief and Deputy Fire Chief have begun coding the run sheets so the correct information will be reported for the NFIRS. The members approved of updated motors and sensors for the garage doors and a replacement hose for the department. The members were updated on the dry hydrants, the Hyde Farm tank, the Walnut Ave water source problem, and the firehouse search committee. The 3-year contract for hose testing has ended, so the department wants to renew the contract for another term.

### **Inland Wetlands Watercourses Agency**

The Inland Wetlands Watercourses Agency met on June 28.

Continued Applications:

- A. Application IW-23-011: Kevin Kiely, Flanders Road, Install pipe within intermittent water course to create a crossing. Map 26/ Block 87/ Lot 10 Chairman Wilson made a motion to determine that this project is as-of-right based on the fact that the crossing will be directly tied to the agricultural use of the property and is therefore exempt from the Wetland Regulations. Scott Hill seconded the motion. Vote: 4-0

New Applications:

- A. Application IW-23-013: Vernon Poolman, 69 Blue Heron Drive, Install in-ground pool within upland review area, Map 24/ Block 64/ Lot 20/9 Scott Hill made a motion to send this application to the Duly Authorized Agent for approval. Pete Wall seconded the motion. Vote: 4-0
- B. Application IW-23-014: Princess Pocotopaug Association, Wangonk Trail, Remove boat ramp to construct seawall and side walk along Lake Pocotopaug. Map 09A/ Block 70C/ Lot 44 Dave Boule made a motion to continue the application to the July 26, 2023 regular meeting. Pete Wall seconded the motion. Vote: 4-0

New Business:

- A. Election of Officers: Scott Hill made a motion to elect Josh Wilson as Chairman and Dean Kavalkovich as Vice-Chairman for the term ending June 30, 2024. Dave Boule seconded the motion. Vote: 4-0

### **Joint Facilities**

The Colchester- East Hampton Joint Facilities did not have a regular meeting in June but held a Special meeting on June 20. The Board approved authorization to Scott Clayton to enter into contracts with the State of CT DEEP to Obtain Clean Water Fund Financing. Vote: 5-0, Motion Passed

### **Library Advisory Board**

The Library Advisory Board met on June 5. Two Public Service Associate job postings are in the process of being filled. The first round of interviews for the Library Director will be held later in June. The Friends of the Library book sale is scheduled for June 9 and 10. The Friends of the Library won a Friends of CT Libraries award. The Library of Things Collection Development and Borrowing policies were approved by the board. This will be presented to the Town Council in June for final approval. An update was provided on the CT SB 2 bill. This would allow communities in CT to designate a public library as a “sanctuary library” where books which have been banned, challenged or censored would be readily available to anyone who would like to borrow them. The bill has passed the Senate but still needs to be taken up by the House.

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

No meeting

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

The Parks & Recreation Advisory Board met on June 6. An update was provided from the Air Line Trail Sub-Committee. National Trails Day was just completed. The Jeffrey Leith Memorial Scholarships will be presented in June. The Annual Golf Tournament and the funds that were raised were reviewed. The Parks & Rec department is working on starting an adult/senior pickleball program during the day and a potential hiking club.

### **Planning & Zoning Commission**

The Planning & Zoning Commission met on June 7.

Public Hearings:

- A. PZC-23-011: Edgewater Hill, 10 Edgewater Circle, Text Amendment regarding water requirement in MUDD zone per Sec. 6.4.D.3.d.3, Map 10A/ Block 85/ Lot 5B Ray Zatorski made a motion to continue the Public Hearing to the regular meeting of July 5, 2023. Roy Gauthier seconded the motion. Vote: 7-0 Ray Zatorski made a motion to continue the application to the regular meeting of July 5, 2023. Roy Gauthier seconded the motion. Vote: 7-0
- B. Text Amendment Regarding Required Setbacks on Non-Conforming Lots in the R-1 Zone: Section 8.2 of the East Hampton Zoning Regulations Ray Zatorski made a motion to continue the Public Hearing to the regular meeting of July 5, 2023. Rowland Rux seconded the motion. Vote: 7-0

New Business:

- A. PZC-23-013: M&J Bus, Inc., 9 Young Street, Special Permit to allow school bus storage per Sec. 5.3.C.6, Map 20/ Block 33/ Lot 7A Ray Zatorski made a motion to set a Public Hearing for the regular meeting of July 5, 2023. Rowland Rux seconded the motion. Vote: 7-0

Old Business:

- A. PZC-23-010: Ismet Dedusaj, Lakeside Bar & Grill, 81 North Main Street, Site plan review to allow outdoor music per Sec. 5.2.B.7, Map 04A/ Block 45A/ Lot 21 Ray Zatorski made a motion to approve the application with the following conditions: (1) Outdoor music is to be acoustic, non-amplified only; and (2) outdoor music may occur Sunday through Thursday between the hours of 12:00pm and 9:00pm and on Friday and Saturday between the hours of 12:00pm and 11:00pm. Rowland Rux seconded the motion. Vote: 7-0
- B. PZC-23-012: Michael Bakaj, 37 South Main Street, a 22-lot (33 units) HOD subdivision in existing HOD Zone, Map 20 Block 51/ Lot 27 A Public Hearing was previously scheduled for July 5, 2023.



### **Water Pollution Control Authority**

The East Hampton WPCA met on June 6. Work has begun at Royal Oaks water station on the green sand filter and bladder tank project. The spring water flushing was completed at Village Center and Royal Oaks. The Board will be reviewing the sewer connection rates in preparation for the September public hearing. The Board paused the meeting to open the public hearing on the proposed 2023-24 Water Budget and recommended water rates for the customers of the Village Center and Royal Oaks systems. The 2023-24 Water Budget was approved by the Town Council at the June 13 Town Council meeting.

### **Zoning Board of Appeals**

The Zoning Board of Appeals met on June 12.

Public Hearings:

- A. ZBA-23-004: James Bansemer, 15 Tennyson Rd., Increase lot coverage from 20% to 39.3% for construction of a concrete driveway. Map 10A/ Block 81/ Lot 64 George Pfaffenbach made a motion to deny the application because there was no stated hardship. John Tuttle seconded the motion. Vote: 5-0 Application denied.



STATE OF CONNECTICUT  
*CONNECTICUT SITING COUNCIL*

Ten Franklin Square, New Britain, CT 06051

Phone: (860) 827-2935 Fax: (860) 827-2950

E-Mail: [siting.council@ct.gov](mailto:siting.council@ct.gov)

Web Site: [portal.ct.gov/csc](http://portal.ct.gov/csc)

**VIA ELECTRONIC MAIL**

June 29, 2023

The Honorable Mark Philhower  
Chairperson  
Town of East Hampton  
Town Hall  
1 Community Drive  
East Hampton, CT 06424  
[towncouncil@easthamptonct.gov](mailto:towncouncil@easthamptonct.gov)

RE: **PETITION NO. 1581** – KCE CT 8, LLC petition for a declaratory ruling, pursuant to Connecticut General Statutes §4-176 and §16-50k, for the proposed construction, maintenance and operation of a 4.9-megawatt AC battery energy storage facility located at 44 Skinner Street, East Hampton, Connecticut, and associated electrical interconnection.

Dear Chairperson Philhower:

Pursuant to Connecticut General Statutes §4-176 and §16-50k, the Connecticut Siting Council (Council) is in receipt of a petition for a declaratory ruling for the proposed construction, maintenance and operation of a 4.9-megawatt AC battery energy storage facility to be located in the Town of East Hampton.

In accordance with Section 16-50j-40 of the Regulations of Connecticut State Agencies, on or about June 23, 2023, written notice of the intent to file the petition for a declaratory ruling was provided to the Council, the property owner of record, abutting property owners and the chief elected official of the municipality in which the proposed battery energy storage facility is to be located.

Should you have any questions or comments regarding the above-referenced petition for a declaratory ruling, please feel free to call me at 860-827-2951 or submit written comments to the Council by July 27, 2023.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie A. Bachman".

Melanie A. Bachman  
Executive Director

MAB/lm

c: David Cox, Town Manager, Town of East Hampton [dcox@easthamptonct.gov](mailto:dcox@easthamptonct.gov)