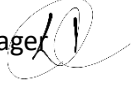


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: October 6, 2022

SUBJECT: Agenda Information – 10/11/2022

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

6 Bids and Contracts

6a Consideration of the School Administrators Contract – The Council is being presented with the negotiated three-year contract for School Administrator Staff effective July 1, 2023 through June 30, 2026. Detailed information on the proposed agreement, which has been approved by the Board of Education, is provided in the attached material from the Superintendent and the Board of Education’s labor attorney. The agreement was negotiated by representatives of the Board of Education with a member of the Board of Finance as an observer. As the Council may recall, within 30 days of the agreement being filed with the Town Clerk, which occurred on September 27, 2022, the Town Council may approve, reject or take no action on the agreement. Approval would ratify the agreement immediately. Similarly, no action by the Council would cause the agreement to be approved after the 30-day period. If the Council rejects the agreement, the matter is immediately referred to arbitration wherein the Arbitration panel will review the last-best offers of the parties and other pertinent information and make a determination on the terms of the agreement. If the arbitration panel determines it will vary from the negotiated agreement, it will select the last offer made by either the Board of Education or the union group.

Recommendation: Determine whether to approve the agreement.

7 Resolutions/Ordinances/Policies/Proclamations

7a Resolutions regarding application for a grant to assist in the replacement of the Middle School Roof – The Council is asked to consider two resolutions that are preliminary steps in the approval process for the Board of Education to seek a School Construction Grant to assist in the replacement of the Middle School Roof, which is planned for the summer of 2023 as part of Fiscal Year 2024. The first resolution authorizes the application for and acceptance of the grant; establishes a building committee consisting of a Board of Education member, a Town Council member, a member of the public and the Facilities Director (*ex officio* and non-voting); and authorizes development of schematic designs. The

second resolution is the first of two expected resolutions regarding funding for the project, which is currently estimated to cost between \$1.8 million and \$3.5 million. The resolution on the current agenda proposes to rescind an earlier decision of the Council to allocate ARPA funds to the Middle School Roof Replacement project. As the Council may recall, several months ago, staff learned that any federally funded grants that were applied to a school construction project would be used to reduce the amount of grant funds available from the State as shown in the examples below. In order to maximize the outside grant funds, staff is recommending that the Town not directly use ARPA funds for this project, but rather, use other funds that can be made available by appropriate allocation of ARPA funds elsewhere.

Example of ARPA impact on the project use of Town funds	Use of ARPA Funds	Without Use of ARPA Funds
Overall Project Cost	\$1,900,000	\$1,900,000
Application of ARPA Grant Funds	\$816,000	\$0
State Grant (52% of Cost after federal funds)	\$563,680	\$988,000
Other Town Funds	\$520,320	\$912,000
Total Town Funds	\$1,336,320	\$912,000

Staff is finalizing a recommended plan for addressing financing of the project, which is expected to be presented at the Council’s next meeting. That plan may call for a combination of short term borrowing, use of accumulated surplus or other funds and is expected to include a Town Meeting requirement.

Recommendation: Approve the Resolutions presented.

7b Resolutions regarding an additional appropriation for Armed Security Officers – The Council is being asked to consider a request from the Board of Education for an additional appropriation for the current fiscal year to support the hiring of three additional Armed School Security Officers. The proposed appropriation of \$105,000 was considered by the Board of Finance who recommended approval of the appropriation using funds in the Town’s unassigned general fund balance. If the Council determines that the additional appropriation should be considered, the matter is then referred to the Town Meeting for consideration and final action by the electors. On behalf of the Town Council, a number of questions were posed to the Superintendent regarding actions by other area Districts, the survey performed on the topic and certain current security measures and practices. The responses are included in materials presented by Superintendent Smith and included in this packet.

Recommendation: Determine whether and how the Council wishes to proceed.

9 New Business

9a Review of proposed amendments to the Business Incentive Program Ordinance – The Council is asked to review recommendations from the Economic Development Commission for changes to the Town Code establishing the Business Incentive Program, which is a short term property tax abatement program used to incentivize businesses to relocate to or expand in East Hampton. The Commission reviewed the ordinance after its most recent experience with an application and has made suggestions that it believes will clarify and enhance the program. It has also developed revisions to the application and a new guidance document for the Commission to help it undertake the review of applications in a consistent manner. If the Council is comfortable with the proposed Code amendments, it could establish a public hearing on the proposed changes. If not, the Council could return comments to the Economic Development Commission for further consideration.

Recommendation: Determine how to proceed.

9b Consideration of Police Department General Orders – The Council is asked to review and consider updates to seven (7) existing General Orders and the approval of one (1) new General Order as described in Chief Woessner’s memorandum. The policies are being updated or created to reflect changes directed by the Police Officer Standards and Training (POST) Council and as part of the Department’s preparations for meeting the Accreditation Standards.

Recommendation: Approve the 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, September 27, 2022
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. Reich, to adopt the agenda as submitted. Voted (7-0).

Approval of Minutes

A motion was made by Ms. Walck, seconded by Mr. Feegel, to approve the minutes of the Town Council Regular Meeting of September 13, 2022 as written. Voted (7-0)

Public Hearing on an Amendment to Chapter 155 of the Code of the Town of East Hampton Regarding Extending a Moratorium on Certain Activities Related to Adult-Use Cannabis:

No comments were made by the public on this topic.

A motion was made by Mr. Brown, seconded by Mr. Peterson, to close the Public Hearing. Voted (7-0).

Public Remarks:

Ted Turner, 223 Hog Hill Rd, wanted to encourage the Town Council members to approve of the covid funds for the VFW. The funds could help small businesses and local non-profits.

Susan Fielding, 11 Lake Dr, wanted to encourage the town to get on board with pickle ball. The court is half the size of a tennis court. This could help the town move forward and grow.

Deborah Cunningham, 40 Daly Rd, wanted to express her concerns over the distribution of ARPA funding to small businesses and non-profits. She advises the members to use good judgement in distributing the funds as well.

Presentations: None

Bids & Contracts:

- a. **Consideration of a motion to waive the competitive bidding process and award a contract roof replacement at Fire Station #1:** The Fire Department staff received three quotes for the roof replacement but didn't go through the process of the sealed bid specifications. At that time, the Council was asked to waive that part of the process and was then agreed upon by the Council members. The Fire Department is giving the Town Council

an opportunity to award the contract to Bert Dorr Roofing of Middletown for \$44,700. This would be to replace the middle section of the roof at Fire Station #1 on Barton Hill Road.

A motion was made by Mr. Goff, seconded by Ms. Walck, to award the contract to Bert Dorr Roofing in the amount of \$44,700 to repair the Company #1 Fire Department roof. Voted (7-0).

Resolution/ Ordinances/ Policies/ Proclamations:

- a. **Consideration of a motion to approve Ordinance 2022.03, An Ordinance to Extend the Moratorium on Certain Activities Related to Adult-Use Cannabis:** A motion was made by Mr. Goff, seconded by Mr. Feegel, to extend the moratorium on certain activities related to adult-use cannabis. Voted (7-0).

Continued Business:

- a. **Sub-Committee Reports & Updates:** The water sub-committee gave an update. There has been exploratory drilling and testing on the Pine Brook property. There were 5-6 holes drilled and the company kept hitting bedrock. The Oakum Dock property is still being evaluated and tested for feasibly usable water for the town. The town received grant funds that would help move projects along without any expense to the taxpayers. It was suggested to have the company evaluating the property for water to come in and present at a future Town Council meeting.
- b. **Receipt, discussion, and possible action regarding recommendations from the Commission on Aging regarding older adult transportation, housing and wellness:** Eric Rosenberg, Bob Atherton, and Sue Greeno from the Commission on Aging attended the meeting to present to the Council members. The commission sent out a survey to the senior citizens living in town. The survey was to gain insight and get information on what the senior community needs in town. The three commission members indicated three main areas that needs improving from the survey results. Transportation, Health and Wellness, and Housing were the categories that needed updates and improvement. The presentation packet was attached to the Council meeting packet on the town website.

New Business:

- a. **Consideration and Possible Actions Regarding the Fees and Regulations Related to Amusement Devices:** In the 1970's and 1980's there were fees and regulations pertaining to arcades and other amusement devices in town. The members suggested waiving the fees for now and to investigate redrafting or rewriting the regulations to be updated.

A motion was made by Mr. Peterson, seconded by Mr. Philhower, to waive all fees associated with ordinance for amusement devices pending new regulations. Voted (7-0).

- b. **Consideration of Library Policies:**

- i. **Consideration and action regarding an update to the Library Circulation Policy:** Library Director Kellogg attended the meeting to present to the Council members. The update to the circulation policy is to clarify that the materials may be borrowed by anyone with a valid public library borrower card from any Connecticut library. There are some specific borrowing terms that may be applied to certain types of materials.

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the updated library circulation policy. Voted (7-0).

- ii. **Consideration and action regarding a proposed Library Proctoring Policy:** Library Director Kellogg presented to the Town Council on the proposed Library Proctoring Policy. The proposed policy would help setup library patron proctoring by setting times for appointments, responsibilities, services and functions, and restrictions.

A motion was made by Mr. Reich, seconded by Mr. Feegel, to approve the proposed policy for setting up the Library Proctoring. Voted (7-0).

c. **Consideration of Police Department Policies/ General Orders:**

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve of policies 3.1, 3.2, 3.5, 3.7, 3.8, and 9.5 as presented. Voted (7-0).

- i. **Consideration and action regarding General Order 3.1 Use of Force:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. There were changes made to the language specific to the standard. An example would be, authorization by police officers to carry weapons, use force, training requirements, and reporting guidelines.
- ii. **Consideration and action regarding General Order 3.2 Conducted Electrical Weapon:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. There were some language changes to clarify the new changes by the council.
- iii. **Consideration and action regarding General Order 3.5 Reporting and Investigating Force:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. There was a minor change made to the use of force mandated reporting requirements.
- iv. **Consideration and action regarding General Order 3.7 Firearms Policy:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. There were language changes specific to the update made by the council. The changes added authorization by police officers to carry weapons, use force, annual review by the Chief of police of all use of force incidents, an annual inventory of all weapons as well as mandatory training requirements.
- v. **Consideration and action regarding General Order 3.8 Patrol Rifle:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes added authorization by police officers to carry weapons, use force, annual review by the Chief of police of all use of force incidents, an annual inventory of all weapons, securing of weapons, and mandatory training requirements.
- vi. **Consideration and action regarding General Order 9.5 In-Service, Roll Call, and Advanced Training:** The order required updating to reflect changes by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes to the language include the training requirements of the chief of police and the accreditation managers.

- d. Discussion and possible action related to a request from the East Hampton VFW Post for ARPA assistance:** The East Hampton VFW is requesting \$10,000 of ARPA assistance. The members discussed whether the funding would open the door to other non-profits, small businesses, and organizations coming forward requesting funding and assistance as well. The Council members asked what the characteristics of why to approve or deny any requests put forth. The intentions in choosing what option the members would vote for or with would be another deciding factor. The members need specifics on what/ how the ARPA assistance would be used for each organization, non-profit, or small business. Mr. Brown recused himself from the voting of this topic.

A motion was made by Mr. Goff, seconded by Mr. Feegel, to approve the request by the VFW for a one-time non-profit use of ARPA funds for veteran services in the amount of \$10,000 due to their loss of revenue during Covid and for their immense community outreach to veterans. Voted (5-1) Ms. Walck against.

- e. Consideration and possible action regarding updates to the Assistant to the Tax Collector (Tax Clerk) Job Description:** The job description needed updating. The changes and revisions to the language is to better reflect the work expectations and the minimum requirements for the position.

A motion was made by Mr. Reich, seconded by Mr. Feegel, to approve of the updated job description for the assistant to the tax collector (tax clerk). Voted (7-0).

Town Manager's Report: The sewer bills will be coming out soon in the mail. The bills can be paid in two parts. The town received a STEAP grant for the Village Center project. Developing the specifics for the Village Center project over the winter months in preparation of starting in the spring. There have been speed monitoring, car tracking, and speed tracking occurring in certain parts of the town. The Police Department does do targeted enforcement in town, like writing tickets and warning for those speeding. The Town Manager will start sharing the Police Department reports that are submitted to the paper. The public should be educated and/or re-educated on the updated laws on speeding and driving.

Appointments: None

Tax Refunds: A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve tax refunds in the amount of \$2,426.33. Voted (7-0).

Public Remarks: Susan Fielding, 11 Lake Dr, stated the ADU's requirements are not going to happen in town. Special permits needs to be applied for to have an ADU in town. Senior loneliness could be helped with pickle ball since it is a very sociable sport/ activity for all ages. Ms. Fielding expressed her concern over the speeding in town and the crumbling sidewalks for the safety of the town and the community.

Roger Anderson is the present commander at the East Hampton VFW. Mr. Anderson wanted to express his gratitude for the council awarding the ARPA funding. Functions and fund raising is where and how the VFW gain their money to help other vets in need. It is not in their moral fiber to turn down any vet in need or trouble.

Ted Turner, 223 Hog Hill Rd, wanted to thank the council for awarding the ARPA assistance to the VFW. He intends to send a letter to the Council. This letter will further specify where their money goes and how it helps other vets.

Terry Concannon, 59 Laurel Ridge, stated that she has concerns over giving ARPA money to non-profits. There are 70 non-profits in town. She stated that very few of those organizations have budgets that extent to the \$10,000 that was just awarded to the VFW. The churches in town, and possibly some of the other organizations on the list, already received their funding from the state as part of Covid relief efforts.

Communications, Correspondence & Announcements: None

Adjournment: A motion was made by Mr. Reich, seconded by Mr. Feegel, to adjourn the meeting at 8:28 P.M. Voted (7-0).

Respectfully Submitted,

Katrina Aligata
Recording Clerk

Town of East Hampton
Town Council Special Meeting
Tuesday, October 4, 2022
Town Hall 2nd Floor Meeting Room #201

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.

Also Present: Fire Commission Chairman Brett Salafia, Fire Chief Greg Voelker and Fire Commission Member Phil Visintainer

Call to Order

Chairman Philhower called the meeting to order at 6:30 p.m. in the Town Hall 2nd Floor Meeting Room.

Executive Session

Strategy & Negotiation Regarding Potential Purchase of Property

A motion was made by Mr. Goff, seconded by Mr. Feegel, to enter Executive Session for strategy and negotiation regarding potential purchase of property. David Cox, Brett Salafia, Greg Voelker and Phil Visintainer were invited into the Executive Session.

Executive Session ended at 7:14pm

Adjournment

A motion was made by Mr. Goff, seconded by Mr. Feegel, to adjourn the meeting at 7:14 p.m. Voted (7-0).

Respectfully Submitted,

Cathy Sirois
Recording Clerk



EAST HAMPTON
PUBLIC SCHOOLS

1 COMMUNITY DRIVE, SUITE 1
EAST HAMPTON, CONNECTICUT 06424
(860) 365-4000

PAUL K. SMITH
Superintendent of Schools

MARY E. CLARK
Director of Curriculum and Instruction

RODNEY L. MOSIER II
Director of Special Education
and Pupil Personnel Services

KAREN HITCHCOCK ASETTA
School Business Manager

MEMO

TO: Dave Cox, Town Manager

FROM: Paul K. Smith, Superintendent of Schools

DATE: September 27, 2022

SUBJECT: Administrators' Agreement (July 1, 2023-June 30, 2026)

At their meeting of September 26, the East Hampton Board of Education ratified the East Hampton Administrators' Agreement. As of 8:00 AM this morning, the Agreement was forwarded to the Town Clerk.

Included with this memo is a copy of the contract and details of changes that were agreed upon during August negotiations.

Additional information for the Town Council, should they wish to vote on the contract is included below.

- As of September 15, 2022, there have been 17 administrator settlements reported to the state.
- The majority of districts (11 of the 17) have moved to GWI only in administrator agreements due to the fact that most agreements have a limited number of steps. For example, should our administrators remain the same, in the next round of negotiations all would be at top of the 5 steps. Added language usually allows the Superintendent to bring in new members at \$10-15K less than the posted salary. Upon hiring, the individual would only receive the agreed upon GWI, instead of the GWI+Step.
- In looking at the GWI only for the 17 agreements, East Hampton ranked 14 (with 17 being the lowest) at 6.45% over 3 years. The range of the agreements was 6.00% - 10.50% (GWI only).
- There were 6 agreements of the 17 with Step and the range was 8.50% - 8.80% with EH Administrators coming in at 8.67%.
- In a comparison of settlements – bottom line only (with or without Step), the administrators rank 8 out of 17 for total cost to the town.

Details of costs over these years are in the document from the Board's attorney. I am happy to answer any questions that Town Council members may have.



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September 23, 2022

Via E-Mail to: psmith@easthamptonct.org

Mr. Paul Smith
Superintendent of Schools
East Hampton Public Schools
1 Community Drive, Suite 1
East Hampton, Connecticut CT 06424

- Privileged and Confidential -

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

Dear Superintendent Smith:

As you know, on August 16, 2022, the East Hampton Board of Education's negotiation committee and the negotiation committee of the East Hampton School Administrators' Association ("the Association") reached a tentative agreement for a successor collective bargaining agreement to the current 2020-2023 administrators' contract. This letter summarizes the terms and financial impact of the tentative agreement. Please share this letter with Board of Education members prior to the Board's scheduled ratification vote on the new agreement.

The Board's negotiating team for these negotiations included Board Chairman Christina Tamaro-Dzagan, Board Vice Chairman Nancy Oakley and Board member Augie Arndt as well as Superintendent of Schools Paul Smith and me. Board of Finance representative Dr. Richard Brown participated as an observer. The tentative agreement was reached on August 16, 2022 during the parties' first negotiating session. It is my understanding that the Association plans to hold a ratification vote on the proposed agreement on September 26, 2022.

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

Summary of Tentative Agreement

Duration – Art. XV -- Three years, from July 1, 2023 to June 30, 2026.

Salaries – Art. XII & Schedule A -- The agreement results in a projected 8.65% increase to the overall 2022-23 administrators’ base salary account of \$1,388,070 over the three-year term of the contract. For comparison purposes, as of today’s date the unofficial statewide three-year average administrators’ settlement percentage stands at approximately 8.27%, while the three-year average teachers’ settlement percentage stands at approximately 11.49%.¹

Administrators advance a step in each year of the tentative agreement. In the first year of the agreement, administrators receive a 2.25% general wage increase (“GWI”) in addition to step movement; in the second-year administrators receive a 2.2% GWI in addition to step movement, and; in the third-year administrators receive a 2.0% GWI in addition to step movement. As a result, the new contract will have yearly increases to the base administrators salary account as shown below:

- 2023-24: 3.04% overall increase (2.25% GWI/ .79% step);
- 2024-25: 2.99% overall increase (2.2% GWI/ .79% step);
- 2025-26: 2.62% overall increase (2% GWI/ .62% step).²

Insurance Premium Cost Sharing – Art. IX – Like all other Board bargaining units, the administrators are offered insurance through the Connecticut State Partnership Plan 2.0 (“SPP”). Currently administrators pay 19.5% of the cost of health and prescription drug insurance coverage premiums through the SPP, with the Board responsible for the remaining 80.5%. For dental insurance, which is provided through a SPP-affiliated dental insurance plan, administrators pay 15% of the cost of premiums.

Under the terms of the tentative agreement, administrators required premium cost share percentages for health and prescription drug insurance coverage through the SPP would increase to 20.5% in 2023-24, 21% in 2024-25 and 21.5% in 2025-26. In addition, dental insurance premiums will now match health insurance premiums. This means that in 2023-24 administrators’ share of dental insurance premiums will jump from 15% to 20.5% and will then go to 21% in 2024-25 and 21.5% in 2025-26. Thereafter, unless the contract language changes in future years, dental insurance premium cost shares will always match the health and prescription drug insurance premium cost shares.

¹ Historically, administrator three-year settlement averages trend about a percentage point behind teacher three-year settlement averages so the current three-percentage point difference between the average teacher and administrator settlement is unusual although it is still early in the season.

² These figures do not include the compounding impact of each yearly increase or the cost of increases to administrator tax sheltered annuities as noted below.

The combined impact of these increases to administrator health, prescription drug and dental insurance premiums will result in significant cost avoidance for the Board.

Tax Sheltered Annuity – Art. XII – The tentative agreement would increase the amounts the Board would be required to contribute to administrator tax sheltered annuities (“TSAs”) by \$300 in each year of the contract. Currently, administrators are paid an annual TSA of \$3,500. By the end of the contract administrators will receive \$4,400 in annual TSA payments.

TSA contributions are common for administrators across the state and among East Hampton’s neighbors. East Haddam administrators are currently eligible to receive maximum TSA contributions of \$6,500 per year. Region # 13 administrators receive TSA contributions of up to \$3,200 per year, while Colchester and East Lyme administrators receive TSA contributions of \$3,500 per year. Many other administrator groups across the state receive comparable TSA contribution amounts from their employing boards of education.

Based on the current count of nine administrators employed by the District, this new benefit will cost \$2,700 in 2023-24, \$5,400 in 2024-25 and \$8,100 in 2025-26. The aggregate cost of the increased TSA amounts therefore works out to roughly 1% of the base 2022-23 salary account over the course of three years.

Insurance Benefits – Art. IX & Schedule B – In addition to premium cost share percentage increases, the tentative agreement also includes new contractual language that will only allow part-time administrators to obtain Board-provided insurance benefits on a pro-rated basis. The existing contract does not pro-rate insurance benefits for part-time administrators so this change could garner savings for the Board in future years if the Board hires part-time administrators. This change would not impact 10-month administrators who are deemed to be 1.0 full-time equivalent employees.

The agreement also amends existing language in the contract entitling departing administrators to continued insurance coverage over the summer months. The new agreed-upon language clarifies that departing administrators must continue working on behalf of the District until June 30th of the year they are leaving the District to be eligible for continued insurance benefits in July and August and further provides that such benefits shall cease if the administrator is entitled to substantially comparable benefits through a subsequent employer.

Severance Pay – Art. XIII -- The agreement eliminates existing language that entitled administrators who were hired prior to July 1, 2014 to payout of twenty-five percent of their accumulated sick leave upon resignation due to disability or retirement. There are no longer any administrators in the bargaining unit who were hired prior to July 1, 2014 so the provision was no longer applicable.

Remote Work – Art. XII – The tentative agreement permits administrators to work from home for up to five school vacation days per year with the prior approval of the superintendent.

Personal Leave – Art. III – Pursuant to the terms of the existing collective bargaining agreement, administrators who have exhausted their yearly allotment of personal days (five days for twelve-month administrators and four days for ten-month administrators) are eligible for additional personal days (four days for twelve-month administrators and three days for ten-month administrators) if certain conditions are met. Specifically, the additional personal days must be granted for necessary, private business that cannot be conducted outside of the work-day or for the observance of religious holidays so long as the administrator gives prior notice to the superintendent, no other administrators request leave for the same day and the requested day does not fall before or after a weekend, vacation or school holiday.

The tentative agreement calls for eliminating this provision in favor of language permitting the superintendent to grant up to five days of additional personal leave in unusual circumstances. This change gives the superintendent discretion over extended personal leave in place of the existing language and may result in fewer aggregate personal days across the bargaining unit.

Vacation Leave – Art. IV – The tentative agreement clarifies an existing provision on carry over of vacation days from year-to-year as well as language providing for the payout of accrued vacation leave upon separation. With respect to accrued vacation leave, the agreement provides that administrators will not be entitled to more than thirty-five days of accumulated vacation leave at any point in time. With respect to payout of vacation upon separation, the agreement clarifies that administrators are only eligible for such a payout upon voluntary separation (as opposed to termination or non-renewal) and also includes new language requiring administrators to give at least thirty days advance written notice of their intention to retire or resign in order to be eligible for such payout. This prior notice provision will not apply in the case of an administrator's death or sudden resignation caused by illness.

In addition, the tentative agreement also includes a change to the “per-diem” calculation formula that is used to calculate payout for accrued vacation as well as reductions to salary in the event of an administrator's unpaid leave of absence. Under the current agreement, the per-diem rate of pay is determined by dividing annual salaries by 260 to reflect the number of work-days per year, irrespective of vacation leave and holidays. The agreement calls for changing this formula, so the per-diem rate of pay is calculated by dividing annual salaries by 235 which discounts vacation leave and holiday. As a result of this change, vacation leave payouts will be slightly higher upon an administrators' retirement or resignation, but unpaid leaves of absence will be deducted from salaries at a higher rate.

Initial Salary Placement – Art. XII – The agreement expands upon current language in the contract by permitting the superintendent to place new administrators on an appropriate step of the salary schedule based upon “relevant professional experience” as well as prior experience as an administrator. This language can be a useful tool in recruiting administrators who may be well qualified for a position, but who may lack lengthy prior experience as an administrator.

Grievance Procedure – Art. VII – Administrator grievances are rare. Occasionally however grievances are filed for alleged contract violations. The tentative agreement calls for new language limiting the applicability of so-called “continuing grievance” claims that seek to get around grievance time-limits by alleging that a condition is continuing and constitutes a new violation on each day it occurs. Under the existing contract administrators must raise potential grievances within twenty days of the date the alleged condition occurred. The added language provides that administrators cannot avoid this time limit by claiming a grievance situation continues if they failed to file a grievance within twenty days of the initial occurrence.

Copies of Contract – Art. VI – The agreement provides that the Board will now be required to post the collective bargaining agreement on its website rather than print copies of the agreement and distribute copies to administrators.

The tentative agreement also includes several additional language clarification changes that are minor in nature. Attached to this summary is the direct cost impact analysis for the tentative agreement.

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

Very truly yours,

A handwritten signature in blue ink, appearing to read "Zachary D. Schurin".

Zachary D. Schurin, Esq.

DIRECT COST IMPACT

2022 Tentative Agreement for the Successor Agreement between
EAST HAMPTON BOARD OF EDUCATION
and
EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION

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

Compensation

The 2022-23 total compensation for the Administrators bargaining unit is \$1,419,570.³ The chart below shows projected cost increases over the life of the contract. This accounting is subject to change based on changes to the composition of the bargaining unit (retirements, new hires, etc.) and the resulting change to financial items like step movement, longevity payment phase out, etc.

	2023-2024	2024-2025	2025-2026
General Wage Increase	31,940	31,933	29,903
Step Cost	11,467	11,719	9,455
TSA Contribution Increase	2,700	5,400	8,100
TOTAL COST in \$:	\$46,107	\$49,052	\$47,458
TOTAL COST as %:	3.2	3.3	3.1

³ This figure includes salaries and TSA contributions. It does not include ESY/Summer School stipend payments, mileage or professional development funds.

Health Insurance

The 2022-23 Health and Prescription Drug Insurance Account is \$266,722 before premium cost sharing percentages are applied. The 2022-23 Dental Insurance Account is \$14,264 before premium cost sharing percentages are applied. Estimating potential insurance savings is very difficult because annual premiums are subject to significant fluctuations. However, given the current health and dental insurance premium cost share percentages of 19.5% for medical and 15% for dental, the Board can anticipate the following:

	2023-2024	2024-2025	2025-2026
Health/Rx Premium Cost Share	2,667	4,001	5,334
Cost Avoidance			
Dental Premium Cost Avoidance	787	858	930
SAVINGS DUE TO COST AVOIDANCE	\$3,454	\$4,859	\$6,264

Total Net Costs

	2023-2024	2024-2025	2025-2026
Total Net Cost – salary/TSA offset insurance savings due to estimated cost avoidance	\$42,653	\$44,193	\$41,194
Total Net Cost as a % of salary/TSA account of year	3.0%	3.0%	2.7%

COLLECTIVE BARGAINING AGREEMENT

between

The EAST HAMPTON BOARD OF EDUCATION

and

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

July 1, 2023 through June 30, 2026

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COLLECTIVE BARGAINING AGREEMENT
Between the
EAST HAMPTON BOARD OF EDUCATION
and the
EAST HAMPTON SCHOOL ADMINISTRATORS' ASSOCIATION
CONNECTICUT FEDERATION OF SCHOOL ADMINISTRATORS
LOCAL 42J

INTRODUCTION

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

ARTICLE I
GENERAL

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

ARTICLE II
RECOGNITION

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

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

ARTICLE III
ABSENCES

Administrators must document all personal absences via an absence reporting system as designated by the Board.

A. Sick Leave

- 1. "Twelve Month" administrators shall be granted eighteen (18) sick days per year for personal illness, quarantine or injury cumulative to one hundred ninety (190) days. "10 Month" administrators shall be granted fifteen (15) sick days per year for personal illness, quarantine or injury cumulative to one hundred fifty (150) days.
- 2. Administrators shall be saved harmless in accordance with §§10-235 and 10-236a of the Connecticut General Statutes as they may be amended from time to time. This provision is not subject to the grievance procedure under the contract.
- 3. Pregnancy Disability Leave - Administrators will be granted pregnancy disability leave in accordance with the law.
- 4. Additional Sick Leave
 - a. When all sick days granted in Article III, section A-1 are exhausted, a new 12 month administrator may be advanced up to twelve (12) additional sick leave days, and a new 10 month administrator may be advanced up to ten (10) sick leave days. All advanced days will be paid back the following school year either through payroll deduction or subtraction from the administrator's annual sick leave accrual.
 - b. When sick leave accumulates to one hundred ninety days (190), administrators will have the following options:
 - 1. In any school year, sick leave will be taken from the days accumulated by the administrator for this purpose. Up to a total not

exceeding two hundred and eight days (208) may be applied to a prolonged absence at full pay in accordance with the conditions of this contract.

2. Once an administrator has accumulated one hundred ninety (190) sick days in any year and is eligible for the additional eighteen days (18), or portion thereof, all or part of these eighteen days (18) can be placed and accumulated in a special "bank" under the following conditions:

a. If he/she has used less than (190) days for sick leave, these days will be subtracted from the 190 accumulated days and the 18 days above this will be placed in the "bank."

b. If he/she has used more than 190 days, but less than the 208 day maximum defined in section 1 above, those days of the additional 18 not used for sick leave will accumulate in the special bank.

c. Days accumulating in the special bank cannot be used to restore sick leave to the 190 day accumulation level. Only those 18 days restored each school year may be used to build the accumulation level to 190 again.

d. Administrators who have accumulated days in the special bank will be paid for these days at the rate of Thirty (\$30.00) Dollars. Payment for these days will be made at the time of resignation, retirement, or death of the administrator. In the event of the death of an administrator, the monies for the payment of such days will be paid to the estate of the administrator.

e. All days accumulating in the special bank will be recorded by the office of the Superintendent at the end of the school year in June of any year. The total accumulation of days in the special bank will be posted for verification by the administrator on the Notification of Salary and Benefits form given to each administrator by October 31.

5. Each administrator shall receive written notification of his/her accumulated sick leave each year.

B. Personal Leave

1. Current 12 month administrators may receive up to five (5) personal leave days and current 10 month administrators up to four (4) personal leave days in any school year with full pay. Such leave days may be taken with the approval of the

Superintendent to attend to private personal business that cannot otherwise be transacted outside of the regular work day or work year or other compelling matters as determined by the Superintendent.

2. Under unusual circumstances, the Superintendent of Schools may, in a particular instance, grant additional personal days and extend the maximum allowance of five (5) days per year after all days have been used or are about to be used.
3. Upon recommendation of the Superintendent, and with the approval of the Board, an administrator may be granted a leave of absence with or without pay for a period of time determined by the Board. Each such situation shall be viewed as unique and shall have no precedent setting impact on any other request for any personal leave. Any approved absence without pay shall result in a deduction of 1/235 of the annual salary for each day for a 12 month administrator and 1/204th for each day taken by a 10 month administrator.

C. Professional Leave - Absence for Professional Reasons: Subject to prior approval by the Superintendent, an administrator may be absent for visiting days, attendance at conventions, participation in school evaluation, educational conferences, and/or other forms of professional improvement, without deduction from his/her salary, or loss of days granted for other categories of excused absences.

D. In the event an administrator is called to Jury Duty, he/she will notify the Superintendent. The Board will pay the administrator the difference between the compensation he/she received for jury duty and his/her regular salary.

E. Catastrophic Illness or Physical Disability

In the event of absence due to catastrophic illness or physical disability of a tenured administrator beyond the granted sick leave allotment, the Board shall make the requisite payments to maintain in full force all existing insurance programs for this administrator for the remainder of the fiscal year in which his/her sick leave is exhausted and shall provide said administrator with the opportunity to continue at his/her own expense this policy at the premium amount. This paragraph does not apply to terminated or retired employees.

F. Extended Professional Leave

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

1. No more than one (1) member of the administrative staff shall be absent on extended professional leave at one time.

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

G. Association Leave

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

ARTICLE IV
ANNUAL LEAVE

- A. All 12 month administrators represented by the EHSAA shall be entitled to five weeks (25 days) paid vacation subject to Section A.3.
 1. Administrators are encouraged to utilize all vacation time during the year in which it is earned. Vacation leave may be taken during the school year with the prior approval of the Superintendent.

2. During the first year of employment of an administrator, vacation shall be prorated based on whole months of service.
3. It is agreed that administrators will not take vacation time two (2) weeks prior to the opening of school.
4. Vacation schedules shall be approved by the Superintendent based on requests submitted by administrators by June 1st of each year.
5. With written approval received from the Superintendent and granted prior to April 1st of a school year, an administrator may carry over into the following school year up to ten (10) earned but unused vacation days. Notwithstanding the foregoing, administrators shall not be entitled to more than thirty-five (35) days of accumulated vacation leave at any point in time.
6. Administrators shall be compensated for accumulated and unused vacation at a rate of 1/235 , provided vacation earned during that year shall be credited on a pro-rata basis for purposes of calculating such payment upon separation of employment except in cases where an administrator's employment is terminated or non-renewed pursuant to Conn. Gen. Stat. § 10-151. Such payment shall be contingent upon the separating administrator providing at least thirty (30) days advance written notice to the Superintendent of his or her intention to retire or resign. This notice provision shall be waived in the event of the administrator's death or separation due to illness.

B. The following paid holidays shall be granted:

New Year's Day and Eve	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day*
Good Friday	Thanksgiving and the day after
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day (if Christmas is a Thursday,
Lincoln's Birthday *	Friday is a paid holiday)

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

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

ARTICLE V

ADMINISTRATIVE ASSIGNMENTS

- A. In the event the Board decides to permanently transfer, change or alter the duties or responsibilities of any position represented by the Association, it shall notify the

administrator(s) at least thirty (30) days prior to the proposed change. The administrator(s) shall have an opportunity to meet and consult with the Board. Any affected administrator will continue to receive his/her present salary for three (3) months or the remainder of the current fiscal year in which the appointment becomes effective, whichever is longer.

- B. Administrators involuntarily transferred should be furnished with a letter to be placed in their personnel files, and a copy for their personal files, stating the reason for their transfer.
- C. If an administrator is relieved of his/her duties because of a reduction in staff or an elimination of position and employed as a teacher, he/she shall be given the experience credit on the salary schedule in accordance with the teacher contract and shall retain all accumulated sick leave up to the maximum permitted by the teachers' contract, and shall be paid for any sick bank days previously earned as an administrator.
- D. Any administrator who has been displaced as aforesaid shall be placed on a reappointment list for three years for his/her former administrative position.
- E. Vacancy notices for new positions shall be posted within five (5) school days after the position becomes vacant or is created.

ARTICLE VI
COPIES OF CONTRACT

The Board shall post on its website complete copies of the contract agreement together with salary schedules.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

C. Time Limit

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

D. Procedure

1. A grievance may be instituted by the following procedure:
 - a. An aggrieved person shall appeal in person and in writing to the Superintendent and shall be accompanied by a representative.
2. Level One
 - a. Any grievance must be first brought to the attention of the Superintendent, in person, accompanied by a written statement setting forth the provision or provisions of the agreement alleged to have been violated. Said grievance must be answered, in writing, within ten (10) working days.
3. Level Two
 - a. In the event that an aggrieved person is not satisfied with the disposition of the grievance by the Superintendent, he/she may, within five (5) working days of receipt of the Superintendent's decision, appeal in writing to the Board of Education.
 - b. The Board shall meet with the aggrieved person by the date of its next regularly scheduled Board meeting provided the grievance is submitted by the Wednesday prior to the next regularly scheduled Board meeting. In no case shall the appeal be delayed longer than thirty (30) calendar days.
 - c. The Board shall render its decision within twenty (20) working days from the Board hearing date. The Board's decision will be in writing and submitted to the aggrieved person.
4. Level Three
 - a. In the event the aggrieved person is not satisfied with the decision of the Board, he/she may, within three (3) days after receipt of the Board's decision,

request in writing to the Association President that this grievance be submitted to binding arbitration.

- b. The Association may within five (5) days after the receipt of such request (a total of eight days after the administrator has received the Board's decision) submit the grievance to binding arbitration by filing a demand for arbitration with the American Arbitration Association. Such submission shall set forth the provision or provisions alleged to have been violated by the Board of Education and shall be filed simultaneously with the Superintendent of Schools.
- c. The Chairman of the Board and the President of the Association shall, within five (5) days after such written notice, jointly submit the grievance to the American Arbitration Association.
- d. The arbitrator designated shall hear and decide only one grievance at a time, and shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from, or in any way modify the provision of this Agreement. The decision of the arbitrator shall be final and binding upon parties.
- e. Under no circumstances shall administrators approach individual Board members on questions of policy or administration.
- f. The cost of binding arbitration shall be borne equally by the Board and the Association.

E. Miscellaneous

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

ARTICLE VIII
JUST CAUSE

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

ARTICLE IX
INSURANCE BENEFITS

- A. 1. The only medical, Rx and dental insurance plan offered by the Board shall be the Connecticut State Partnership Plan 2.0 (“SP2.0”). The administration of the SP2.0, including open enrollment, beneficiary eligibility and changes, and other administration provisions shall be as established by the SP2.0.
2. The premium cost share percentages for medical, Rx and dental (SP2.0 Option 5) benefits under the SP2.0 shall be as follows:
- Effective July 1, 2023, the employee shall pay 20.5% of the premium cost share for medical, Rx and dental coverage.
 - Effective July 1, 2024, the employee shall pay 21% of the premium cost share for medical, Rx and dental coverage.
 - Effective July 1, 2025, the employee shall pay 21.5% of the premium cost share for medical, Rx and dental coverage.
4. Premium rates will be established by the State of Connecticut for the relevant periods, and shall be inclusive of medical, Rx, and dental.
5. The premium rates will be as established by the State for single, employee + one and family, and for actives, pre-65 retirees, Medicare retirees and post-65 non- Medicare eligible retirees, but blended to provide for uniform rates across category for actives and retirees. This may result in active administrators paying a higher premium than the applicable rate listed, using Method 2, which distributes the difference evenly to all active members.
6. SP2.0 design and co-payments shall be as specified in the attached medical, Rx and dental benefit summary documents, attached hereto as Schedule B.
7. The SP2.0 Cigna Vision Rider (lenses and frames) will be offered. However, medical based vision issues and checkups are provided through SP2.0.
8. In the event the SP2.0 is amended by the State, such amendments shall be in full force and effect for the term of the collective bargaining agreement, without the necessity of any action by either the Board or the Union, but shall not limit or curtail the Board’s rights to leave SP2.0 for an equal or better plan as set forth in Section F of this Article.

9. The SP2.0 contains a Health Enhancement Plan (“HEP”) component. All employees participating in the SP2.0 will be required to join the HEP and will be subject to its terms and provisions. Details of the HEP are addressed in the HEP program description as set forth in Appendix B.
 10. Participation in the SP2.0 and the HEP are conditioned upon the employee completing and submitting necessary enrollment forms (written or electronic as determined by the administrator) during the specified enrollment period, and also signing an authorization for the deductions of premium cost shares through payroll deductions.
 11. In the event SP2.0 Plan administrators impose HEP non-participation or non-compliance premium cost share increases or deductibles (including individual and family deductibles), those sums shall be paid in their entirety by the non-participating or non-compliant employee. No portion or percentage of such premium cost increase or deductible shall be paid by the Board. Non-HEP compliant premium cost increases shall be implemented through payroll deduction, and non-HEP compliant annual deductibles shall be implemented through claims administration. Notwithstanding the above, any amendments to the terms of the HEP shall be applicable to employees participating in the SP2.0.
- B. If the total cost of the SP2.0 plan offered pursuant to this Agreement triggers an excise tax under the Patient Protection and Affordable Care Act (Internal Revenue code Section 4980I), the parties shall commence mid-term negotiations in accordance with the Teachers Negotiation Act. During such mid-term negotiations, the Association and District shall reopen for the purpose of addressing the impact of the excise tax. No other provision of the Agreement shall be reopened during such mid-term negotiations.
- C. Subject to law, including the rules and regulations of the Internal Revenue Service, the Board shall maintain a “Section 125” salary reduction agreement which shall be designed to permit exclusion from taxable income of the employee’s share of health insurance premiums.
- D. The Board shall contribute to the cost of insurance for administrators who are employed by the Board on a half-time or greater but less than full-time basis in a manner that corresponds to their less than full-time equivalent status. For instance, for an administrator who is employed on a .5 FTE basis the Board shall only be responsible for 50% of its full-time administrator insurance premium cost share with the remaining percentage paid for by the administrator if he or she elects to secure insurance benefits. Similarly, for an administrator who is employed on a .8 FTE basis the Board shall only be responsible for 80% of its full-time administrator insurance premium cost share with the remaining percentage paid for by the administrator if he or she elects to secure insurance benefits. Premium cost share payments for eligible less than full-time administrators shall be made through automatic payroll deduction. In providing such coverage the Board must adhere to all policy guidelines based on carrier requirements and policy.

- E. The Board shall also provide group life insurance coverage in an amount equal to two times the annual salary of each administrator rounded to the nearest \$500.00.
- F. An administrator who resigns from employment with the District but continues his or her administrative assignment until June 30th shall be entitled to appropriate fringe benefits through August 31 provided he or she is not entitled to substantially comparable benefits through his or her subsequent employer.
- F. Notwithstanding the foregoing, the Board shall have the right to change insurance carriers (including a change in third party administrators) in whole or in part, in order to provide insurance coverage set forth above provided that the plan(s) which result(s) from change in carriers or third-party administrators are, substantially equivalent to the plan(s) described above, in terms of coverage, benefits, and administration. The HDHP/HSA plan that the Board offered administrators prior to implementation of the SP2.0, inclusive of all applicable premium cost share, deductible and plan design features, shall be considered a “substantially equivalent” plan for purposes of this Article.

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

If the Association disapproves of any change pursuant to the written statement noted above, it may submit the issue to arbitration within fifteen calendar days of receipt of notice from the Superintendent that the Board intends to implement the new plan. The Board must receive a written decision therein prior to implementing any change. The sole substantive issue for arbitration shall be as follows: Is the proposed insurance plan(s) substantially equivalent to the existing plan(s) in terms of benefits, coverage, and administration.

- G. All insurance coverages shall be provided in accordance with the terms of the insurance carrier or third-party administrator administering the plan in effect. Disputes concerning an employee’s eligibility or entitlement to the benefits contained herein are matters which are to be resolved by the employee and the insurance carrier administering the plan.
- H. The Plan documents for the above noted plan(s) shall be on file in the Business Office. The plan(s) documents contain the details governing the medical and dental programs and shall prevail in cases of conflicts with the summaries.
- I. **DISABILITY PLAN:** Upon appropriate written authorization by employees in the

bargaining unit, the Board will make premium deductions from the first check of each month for any individual or group disability plan. It shall be the responsibility of the employee to address any deduction concerns directly with the disability company. It is understood that the Board assumes no responsibility for incorrect withholding, clerical errors, or rebates. Disputes as to eligibility, payments, coverage or any other provision of the disability plan are not the Board's responsibility but must be addressed directly to the insured's company. It is understood that the East Hampton Board of Education does not sponsor or promote the Standard Insurance Company group disability plan or any other disability plan in which employees may enroll. It is understood that the Board of Education does not guarantee the continuation of any group disability plan and that the disability insurance company may terminate said plan at any time. The East Hampton Administrators' Association shall indemnify and save the Board harmless from any claim, demand, lawsuit, or damages arising out of the Board's implementation of the payroll deduction for such plan.

ARTICLE X
PROFESSIONAL DEVELOPMENT

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

ARTICLE XI
MILEAGE

The Board will budget \$750 (in twelve monthly checks of \$62.50) per year to reimburse administrators for all school related travel.

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

ARTICLE XII
SALARIES

- A. The salary schedule for administrators, designated as Schedule A is affixed hereto and made an integral part of this Agreement.
- B. Certificated administrators who have an earned doctorate shall be placed at a salary \$1,000.00 above the step to which they would otherwise have been entitled.
- C. Administrators who are promoted to positions within the bargaining unit shall be placed on that step which the administrator would have attained in his/her previous position on the effective date of the promotion.
- D. Administrators who are hired from outside the bargaining unit with previous administrative or relevant professional experience shall be credited with such experience as deemed appropriate for the position by the Superintendent of Schools.

E. Tax Sheltered Annuity: The Board of education will contribute to a 403(b) account established by the administrator with a yearly contribution of the following:

\$3,800 effective July 1, 2023

\$4,100 effective July 1, 2024

\$4,400 effective July 1, 2025

It is the intent of the parties that the amount of the elective tax sheltered annuity shall be added to and become part of the administrators' base salary and be reported as such for State Teacher retirement purposes.

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

In order to establish equity in the responsibilities for all administrators in the summer, school buildings which house ESY summer school programs, the designated administrator of said building should receive a stipend of \$3,500

ARTICLE XIII **REMOTE WORK**

Administrators shall be allowed to work remotely up to five (5) school vacation days with approval of the Superintendent.

ARTICLE XIV **SEVERABILITY**

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

ARTICLE XV **DURATION**

The provisions of this Agreement shall be effective as of July 1, 2023 and shall continue and remain in full force and effect through June 30, 2026.

SIGNATURE BLOCK

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

EAST HAMPTON BOARD OF EDUCATION

By _____

Date _____

EAST HAMPTON SCHOOL ADMINISTRATORS'
ASSOCIATION CONNECTICUT FEDERATION
OF SCHOOL ADMINISTRATORS Local 42J

By _____

Date _____

SCHEDULE A
East Hampton Administrative Salary Schedule

2023-24	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	164,634	166,907	169,194	171,732	174,309
Middle School Principal	158,108	160,348	162,604	165,043	167,518
Center School Principal	155,171	157,394	159,636	162,030	164,461
Memorial School Principal	155,171	157,394	159,636	162,030	164,461
Director of Support Services	159,558	161,807	164,068	166,529	169,026
Director of Curriculum and Instruction	159,558	161,807	164,068	166,529	169,026
High School Assistant Principal	144,446	146,656	148,845	151,078	153,345
Middle School Assistant Principal	138,683	140,827	142,906	145,138	147,327
Memorial School Assistant Principal	132,884	134,998	137,128	139,185	141,274
2024-25	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	168,256	170,579	172,916	175,510	178,143
Middle School Principal	161,587	163,876	166,181	168,674	171,204
Center School Principal	158,584	160,857	163,148	165,595	168,079
Memorial School Principal	158,584	160,857	163,148	165,595	168,079
Director of Support Services	163,068	165,366	167,678	170,193	172,745
Director of Curriculum and Instruction	163,068	165,366	167,678	170,193	172,745
High School Assistant Principal	147,623	149,883	152,120	154,402	156,719
Middle School Assistant Principal	141,734	143,925	146,132	148,323	150,548
Memorial School Assistant Principal	135,807	137,968	140,145	142,247	144,382
2025-26	Step 1	Step 2	Step 3	Step 4	Step 5
High School Principal	171,621	173,990	176,375	179,020	181,706
Middle School Principal	164,818	167,154	169,505	172,047	174,628
Center School Principal	161,756	164,074	166,411	168,907	171,441
Memorial School Principal	161,756	164,074	166,411	168,907	171,441
Director of Support Services	166,330	168,674	171,031	173,597	176,200
Director of Curriculum and Instruction	166,330	168,674	171,031	173,597	176,200
High School Assistant Principal	150,576	152,880	155,162	157,490	159,853
Middle School Assistant Principal	144,568	146,804	149,055	151,290	153,559
Memorial School Assistant Principal	138,524	140,727	142,948	145,092	147,269

Longevity

10 Years = \$400

15 Years = \$600

20 Years = \$800

Administrators hired on and after July 1, 2017 shall not be eligible for longevity pay.

Administrators not at top step will advance one step level in each year of the Agreement.

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

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

You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with Anthem Blue Cross and Blue Shield (Anthem)—the plan's administrator—to charge lower rates for their services. You have access to Anthem's State Bluecare POS network in Connecticut, and access to doctors and hospitals across the country through the BlueCard® program.

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

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

*Source: Healthcare Bluebook: healthcarebluebook.com

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

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

¹ OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance. Outside of carrier's immediate service area: deductible plus 20% coinsurance.

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

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

** Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from Anthem. If you use out-of-network providers, you are responsible for obtaining prior authorization from Anthem.

Be the picture of health

Check out these programs and services to be your healthy best

Need a doctor? Choose a State of Connecticut preferred doctor and save

When you see a Primary Care Physician (PCP) or specialist in your State of Connecticut preferred network (also referred to as Tier 1 in your health plan), there's no office visit copay. These doctors cost less than doctors outside of your plan.

- Visit [anthem.com/staect](https://www.anthem.com/staect) and choose **Find a Doctor**.
- Call the Enhanced Member Service Unit at 1-800-922-2232, for more information or to find out if your doctor is in Tier 1.

Use Site-of-Service providers to get 100% coverage for lab tests, X-rays, and high-cost imaging

Site-of-Service (SOS) providers give you 100% coverage with a \$0 copay. Your plan will cover only 80% of the cost when you get these services from other providers.

- Call the Enhanced Member Service Unit at 1-800-922-2232 to learn more.

Find support for mental health issues

If you or a family member needs mental health or substance use care or treatment, we have specialists and designated programs that can help and/or direct you to the type of care that you need.

- Call an Anthem Behavioral Health Care Manager at 1-888-605-0580.
- Visit [anthem.com/staect](https://www.anthem.com/staect).

See a doctor, psychologist or therapist from home or work with LiveHealth Online

With LiveHealth Online you can see a board-certified doctor on your smartphone, tablet or computer with a webcam. Doctors can assess your health, provide treatment options and send a prescription to the pharmacy of your choice, if needed.² If you're feeling stressed, worried or having a tough time, you can see a licensed psychologist or therapist through LiveHealth Online Psychology. It's private and in most cases you can see a therapist within 4 days or less.³

- Learn more and enroll at [livehealthonline.com](https://www.livehealthonline.com) or use the free mobile app.

How to find care right away when it's not an emergency

The emergency room shouldn't be your first stop — unless it's a true emergency (then, call 911 or go to the ER). Depending on the situation, there are different types of providers you can see if your doctor isn't available.

- Visit a walk-in doctor's office, retail health clinic or urgent care center.
- Have a video visit with a doctor through LiveHealth Online.
- Call 24/7 NurseLine at 1-800-711-5947 to speak with a nurse about symptoms or get help finding the right care.

Get access to care wherever you go

If you travel out of Connecticut, but are in the U.S., you have access to doctors and hospitals across the country with the BlueCard® program. If you travel out of the U.S., you have access to providers in nearly 200 countries with the Blue Cross and Blue Shield Global Core® program.

- Call 1-800-810-BLUE (2583) to learn more about both programs. If you're outside the U.S., call collect at 1-804-673-1177.³

It's easy to manage your benefits online and on the go

- Find a doctor, check your claims and compare costs for care near you at [anthem.com/staect](https://www.anthem.com/staect).
- Use our free mobile app (search "Anthem Blue Cross and Blue Shield" at the App Store® or Google Play™) for benefit information and to show your ID card, get directions to a doctor or urgent care center and much more

Customer service helps you get answers and much more

The State of Connecticut Enhanced Member Service Unit can give you information on benefits, wellness programs and services and everything mentioned in this flier.

- Call them at 1-800-922-2232.
- Visit [anthem.com/staect](https://www.anthem.com/staect).

¹ Designated as Tier 1 in our Find a Doctor tool. Eligible specialties include allergy and immunology, cardiology, endocrinology, ear nose and throat (ENT), gastroenterology, OB/GYN, ophthalmology, orthopedic surgery, rheumatology and urology.

² Prescription availability is defined by physician judgment and state regulations.

³ Appointments subject to availability of therapist.

⁴ Blue Cross Blue Shield Association website: Coverage Home and Away (accessed March 2019):

[bcbs.com/already-a-member/coverage-home-and-away.html](https://www.bcbs.com/already-a-member/coverage-home-and-away.html).

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf

of Anthem Blue Cross and Blue Shield, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. Independent

Licensee of the Blue Cross and Blue Shield Association. Anthem is a registered trademark of Anthem Insurance Companies, Inc. 59142CTMENABS Rev. 03/19



PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

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

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2022 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 5 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	N/A	1 screening between age 45-49	As recommended by physician
Cervical Cancer Screening	N/A	N/A	Pap smear every 3 years (21+)	Pap smear every 3 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years	Pap smear only every 3 years or Pap and HPV combo screening every 5 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	40-44: N/A 45+: Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years	



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



Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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

Care Management Solutions

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

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

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

Anthem Blue Cross and Blue Shield

www.anthem.com/statedct
Enhanced Dedicated Member Services: **1-800-922-2232**

Caremark (Prescription drug benefits)

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

CIGNA (Dental and Vision Rider benefits)

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

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

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

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

RESOLUTION

East Hampton Town Council

A Resolution Regarding Replacement of the Roof at the
East Hampton Middle School

DRAFT – October 6, 2022

WHEREAS, the Town of East Hampton’s approved Five Year Capital Improvements Plan anticipates replacement of the Middle School Roof in the 2024 Fiscal Year, and

WHEREAS, the Town of East Hampton (“Town”) anticipates funding the replacement of said roof using funds available in the Connecticut School Construction Grant Program in combination with other funding sources, and

WHEREAS, the Town desires to take certain steps and make certain statements as appropriate to facilitate an application for said grant and roof replacement project.

NOW, THEREFORE, BE IT RESOLVED by the Town of East Hampton Town Council that the East Hampton Board of Education is hereby authorized to apply to the Commission of Administrative Services and to accept or reject a grant for the Roof Replacement Project at the East Hampton Middle School.

BE IT FURTHER RESOLVED, that the Middle School Roof Building Committee is hereby established as the building committee with regard to the Roof Replacement at the East Hampton Middle School and shall consist of a member of the Town Council as appointed by the Town Council Chairperson, a member of the Board of Education as appointed by the Board of Education Chairperson and a member of the general public as appointed by the Town Council. Such Committee shall also include the Facilities Director as an *ex officio*, non-voting member who shall be responsible for administrative support of the committee including keeping of minutes. The Committee shall select its own chairperson. Further, the Committee is authorized to develop the final project specifications and the Request for Proposal(RFP) for construction; issue, receive and review responses to the RFP; recommend a contract for award by the Town Council; if approved, implement plans consistent with public approval through appropriate agents and Town inspectors; examine and approve all payments in connection with the construction of such project; and approve and accept the completed project subject to the advice of the Facilities Director and the Town’s inspectors. The Committee created by this resolution shall cease and its membership be terminated without further action once the assigned project has been completed and turned over to the Town and Board of Education.

BE IT FURTHER RESOLVED, that the that the Town Council hereby authorizes at least the preparation of schematic drawings and outline specifications for the Roof Replacement at the East Hampton Middle School.

Approved this 11th day of October, 2022.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk

RESOLUTION

East Hampton Town Council

A Resolution Rescinding the Allocation of American Rescue Plan Funds

Draft – October 6, 2022

WHEREAS, the Town of East Hampton Town Council previously allocated a portion of its American Rescue Plan State and Local Fiscal Recovery Funds (SLFRF) to the East Hampton Middle School Roof Replacement project anticipated to be constructed in fiscal year 2024, and which replacement was estimated to cost \$1.7 million, and

WHEREAS, the Town of East Hampton Town Council hereby determines that it desires to utilize the SLFRF in a different manner and will finance the aforementioned Roof Replacement Project by alternative means.

NOW, THEREFORE, BE IT RESOLVED by the Town of East Hampton Town Council that the previous allocation of American Rescue Plan State and Local Fiscal Recovery Funds identified in American Rescue Plan Funds Resolution Number 1 is hereby rescinded and those funds are available for reallocation as the Council may see fit.

BE IT FURTHER RESOLVED, that the Town Manager and the Finance Director take appropriate steps to implement this resolution and remove any earmark for these funds.

Approved this 11^h day of October, 2022.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk

RESOLUTION

East Hampton Town Council

A Resolution Regarding an Additional Appropriation to the Board of Education
For Armed Security Officers and
Establishing the Required Resolution
and Special Town Meeting

DRAFT – October 6, 2022

WHEREAS, pursuant to Town Charter Section 4.1 and Town Code Section 45-3, any single or group of additional appropriations in excess of \$25,000 in a given fiscal year shall be acted upon by the Town Meeting, and

WHEREAS, the Town of East Hampton (“Town”) desires to appropriate \$105,000 to the FY 2023 Board of Education general fund operating budget to fund the employment of three additional Armed Security Officers (ASO) using funds available in the unassigned general fund balance of the Town, and

WHEREAS, the request is made by the Board of Education and was considered by the Board of Finance at its meeting on September 19, 2022 at which the Board of Finance recommended to appropriate the funds as describe herein above.

NOW, THEREFORE, BE IT RESOLVED by the Town of East Hampton Town Council that the Town Meeting of the Town of East Hampton consider and act upon the following Resolution, which the Council hereby recommends be approved and which the Town Council hereby adopts.

**Town of East Hampton
Town Meeting**

**Resolution Of The Town Meeting To Appropriate \$105,000 To The FY
2023 Board Of Education General Fund Operating Budget For The
Purpose Of Employing Up To Three Additional Armed Security
Officers**

Resolved, the Town of East Hampton Town Meeting hereby appropriates \$105,000 to the FY 2023 Board of Education General Fund Operating Budget for the purpose of employing up to three additional Armed Security Officers and such appropriation shall be funded from the unassigned General Fund balance of the Town of East Hampton in the amount of \$105,000. The appropriation may be spent for the purpose of hiring, training, equipping and employing up to three Armed Security Officers and any funds not expended to this purpose shall be returned to the General Fund.

BE IT FURTHER RESOLVED, that the Town Council hereby authorizes and directs that the Chairperson of Town Council call for a Special Town Meeting to be held on **[define date and time of said meeting]** at the Town Hall Council Chambers to act upon the foregoing Resolution.

[OPTIONAL LANGUAGE] BE IT FURTHER RESOLVED, that the Town Council hereby directs that the question of approval or disapproval of the foregoing resolution be put to qualified electors at a referendum held on **[define date and time of said referendum]**.

Approved this 11th day of October, 2022.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk



EAST HAMPTON PUBLIC SCHOOLS

PAUL K. SMITH
Superintendent of Schools

MARY E. CLARK
Director of Curriculum and Instruction

1 COMMUNITY DRIVE, SUITE 1
EAST HAMPTON, CONNECTICUT 06424
860-365-4000

RODNEY L. MOSIER II
Director of Special Education
and Pupil Personnel Services

KAREN HITCHCOCK ASETTA
School Business Manager

Questions from the Town Council concerning the funding of Armed Security Officers in the Schools

1. *What have other Towns in the area decided to do? Have they considered Armed Security Officers and accepted or rejected the idea? Have they considered it all (as far as we can tell)?*

RHAM – Currently has an SRO for the Middle/High School – considering additional security
Portland – Currently has an SRO for the Middle/High School
Marlborough – Considering an SRO or Armed Security
Colchester – Considering Armed Security
Lebanon – Considering Armed Security

From CT INSIDER – August 22, 2022

“What if it happens here?: Why small Connecticut towns are embracing armed security in schools”
<https://www.ctinsider.com/news/article/What-if-it-happens-here-Why-small-17384766.php>

EAST HAMPTON — When the Board of Education this week approved adding armed security officers to some of its schools, [it mirrored similar efforts to bolster security](#) made by school officials in recent months.

Since the fatal mass shooting at a Uvalde, Texas, elementary school in May, schools across the state have scrambled to tighten security and prevent similar tragedy from tearing apart their communities. One of the most popular — and controversial — strategies has been implementing armed security.

A pattern has emerged amid the school safety resurgence: Many that have recently approved or are considering armed security mostly operate in sleepy, quaint towns that, until now, haven’t introduced firearms into their facilities.

This trend has arisen as many small schools rush to enact policies that some larger urban schools have been incorporating for several years. School officials say the general reason for their haste is an intense desire to protect their communities from another lethal shooting.

Area towns, similar measures

This summer, at least seven other school districts besides East Hampton have approved adding armed security guards: Montville, Stamford, Killingly, New Milford, Regional School District 15 (Middlebury-Southbury), RSD 16 (Prospect-Beacon Falls), and RSD 18 (Lyme-Old Lyme). All but one of those districts consist of towns whose total population is below 25,000 residents, according to the most recent census data.

Both Marlborough and Brookfield public schools are publicly weighing the issue of armed security. In Marlborough, a safety and security team is considering the addition of a school resource officer along with other measures, Superintendent Dr. Holly Hageman has said.

SROs are law enforcement officers who work at the local police department, while armed security officers, or ASOs, are typically retired police officers or state troopers.

The Marlborough schools security team will make recommendations to the Marlborough Board of Education at its August or September meeting, Hageman said.

The Brookfield Board of Selectmen recently backed plans to put police officers in elementary schools and hire armed officers. That proposal will now head to a town vote.

According to census data, those two towns both had populations below 18,000.

'Protecting the children'

East Hampton has employed an armed security officer at its high school since 2019. But its recent decision to implement armed security at two elementary schools and a middle school was a "direct response" to the Uvalde shooting, Superintendent Paul K. Smith has said.

"What impacted our town to really consider (armed security) was the Robb Elementary School shooting," Smith said this week.

"I think because it was an elementary school, similar to Sandy Hook (Elementary School), it was like, 'Oh my God, our elementary kids are targets.' It's not just a one-off at Sandy Hook, now it happened at Robb Elementary," he added.

In addition to armed security, the schools are also adding mental health counselors and establishing a school-based mental health center to better serve students, Smith said.

"We like to feel that we're a safe little town, but incidents like this make you realize that no town is safe," he said.

In June, the Board of Education for RSD 18, Lyme-Old Lyme, approved adding armed security officers to all district campuses for the upcoming school year.

RSD 18 Board of Education Chairman Steven Wilson said that decision was "simply about having some way of protecting the children." The board also considered how having an armed officer on school property would reduce the amount of time it took to engage a shooter versus how police normally respond during an incident.

"The argument was made that it can take up to 20 minutes to get to the school site," Wilson said. "It's a small town but we don't have a lot of police officers on our force."

Schools in Middletown and Cromwell, the two largest municipalities in Middlesex County, have employed school resource officers for several years, officials said.

The area's third largest municipality, Portland, has an unarmed security guard stationed at one of its schools, Superintendent Dr. Charles Britton said.

"One of the reasons why we've not felt the same level of compulsion (for armed security) potentially in Portland is because ... we have an unbelievably close relationship with the police department," Britton said. "They are at our schools everyday."

Portland school officials have discussed the possibility of hiring a school resource officer, Britton said, but determined that "we don't know if that's necessary, only because we're very fortunate that response times and police presence is something we don't have an issue with."

Small towns most affected

The school shooting in Uvalde — a community of about 16,000, according to census data — revived a debate about why smaller communities are repeatedly afflicted by these types of mass casualty incidents.

Of the 10 deadliest school shootings in U.S. history, seven have occurred in towns with less than 45,000 residents, census data shows.

There could be multiple explanations for why mass school shootings seem to occur more frequently in smaller towns, and unfortunately, research on the subject is limited, one mental health expert said.

One reason could be that there is a disproportionate amount of urban school districts compared to rural school districts in the country, making it more likely that a mass shooting would occur in a small-town school, Sandra M. Chafouleas, an educational psychology professor at the University of Connecticut, wrote in an email.

However, a critical piece in preventing school violence is ensuring that "every student is connected socially, and has the right emotional and behavioral supports to feel safe and secure," Chafouleas said.

A 2002 study [unpacking the question behind fatal school shootings in rural communities](#) found that urban communities may have fewer resources for coping with violence because those types of incidents occur more frequently in that setting compared to rural communities.

“Youth violence has been a problem in urban communities for many years, which has likely resulted in greater funding for programming, the implementation of violence intervention programs and tighter security in many urban schools,” the study concludes.

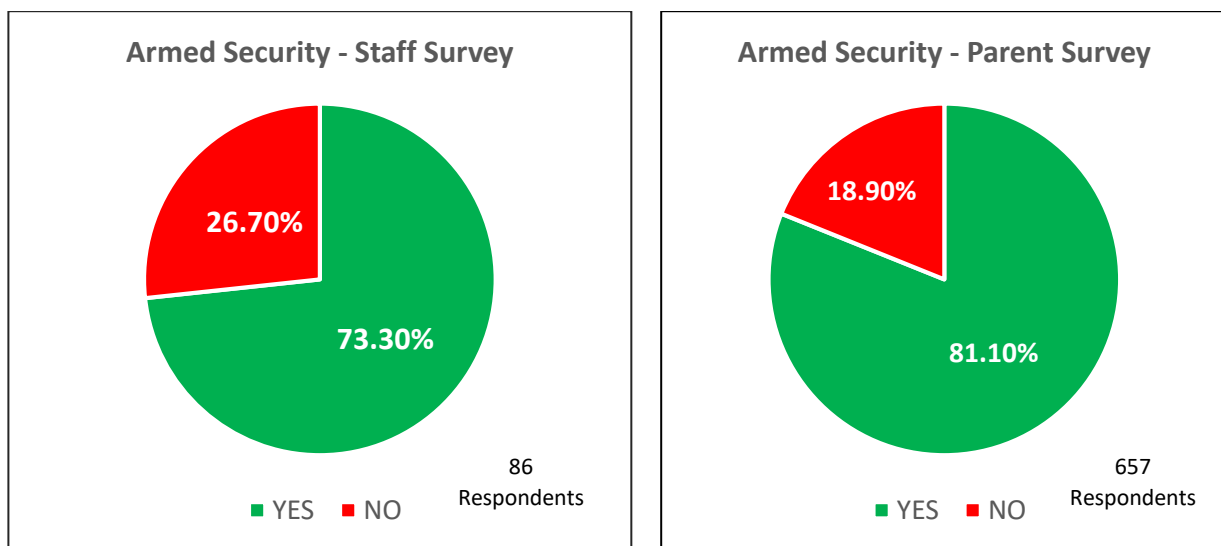
‘What if it happens here?’

East Hampton resident Daniel Finn said that he constantly worries about the safety of his children while they are in school, partially due to the cycle of fatal school shootings in rural communities.

“I have this constant fear when I send my kids off to school (that) — what if it happens here?” Finn said. “It consistently happens in small towns, so what if it happens here?”

2. Please provide the information on the survey the District did on the matter. What were the questions? How was the survey distributed? Who/how many responded?

This summer all families and teachers/staff in Grades K-8 were surveyed via email and given the opportunity to voice an opinion regarding the addition of an Armed Security Officer (ASO) in each school: Memorial, Center, and the Middle School. The survey contained one question, “Do you support the addition of armed security in your child’s school?” The survey was only sent to families in Grades K-8 and staff in Grades K-8 as the High School already has armed security.



In addition to the email survey, the East Hampton Board of Education held two special meetings on Monday, July 25 and Monday, August 15, to discuss the addition of Armed Security Officers in Memorial, Center, and the Middle School. Public Comment was encouraged at the meeting and emailed comments were shared with the Board. The livestream of the second meeting (8/15) is available at <https://www.youtube.com/c/EHPSNews/videos>.

3. *What are the capital improvements being considered to enhance security?*

See additional section – marked “CONFIDENTIAL”

4. *How are we addressing the concern of door access and alarming? Is the District looking at any type of monitoring and alarm system to identify outer doors that are open, ajar, or unlocked? What else is being done to ensure that doors are closed and locked when students are present?*

All certified and non-certified staff were **re-trained** in safety expectations during sessions held on the first three professional development days (August 23-25) and on September 21. The protocol for lockdowns and (given the situation at Robb Elementary in Uvalde, TX) expectations for exterior doors remaining closed and locked have been reviewed with all staff.

During the school day, custodians check all exterior doors in addition to our Director of Operations. Our expectation is that all doors are closed at all times except when children/staff are entering or exiting. Disciplinary action for any staff member who props a door is now the standard practice in each of the four schools. Our staff expects a safe environment for our children and themselves. As a result, there is strong compliance with ensuring that doors remain closed and locked.

In terms of monitoring doors, the school is obtaining a quote for a system that would alert the Main Office of each school if a door is held open or propped open longer than a pre-determined set time. Each school has multiple entrances:

Memorial School	57 outside entrances
Center School	17
Middle School	38
High School	35

There are CONFIDENTIAL aspects of this project, which are included in the additional section – marked “CONFIDENTIAL.”

Recommended Modifications to the Business Incentive Program Ordinance

Relevant to the Ordinance Version Adopted by the Town Council in 2013 and
Amended in its Entirety in 2018



The East Hampton Economic Development Commission has compiled several recommended modifications to the Business Incentive Program ordinance language and application. These modifications motivated by the goal to improve the application and evaluation process following application evaluations in 2019 and 2022, along with further review of the current ordinance and its related application.

Together, these modifications will support an application submission and evaluation process that is more orderly and time-effective on the part of the applicant, economic development commission, the town council, and town hall staff. Additionally, it will help clarify undefined or vague wording. Further, it will encourage a regular general review of the program.

<u>Recommended Modifications</u>	<u>Section and Reason(s) for Change</u>
<p>Changes to the application wording – 1.) Strengthen summary of application and evaluation process, 2.) Re-word or add questions to be more aligned with scoring criteria or eligibility for the program, 3.) Sign-off section for the Town Manager and P&Z Zoning Official</p>	<p>Section: Application</p> <ul style="list-style-type: none"> • Encourage potential applicants to consult town departments and commissions to learn more about the program • Bring application into better alignment with questions the commission will use to determine number of points awarded to an application based on the ordinance • Will support a smoother evaluation process
<p>Remove “high-technology businesses” phrase from “Use” category for scoring</p>	<p>Section: Use Category</p> <ul style="list-style-type: none"> • Removes vague, overly-broad, and possibly outdated term

<p>Change wording to “up to” 5 points may be awarded for a qualifying business use. Instead of only 0 or 5 points options</p>	<p>Section: Use Category</p> <ul style="list-style-type: none"> • Greater flexibility in determining points awarded • Addresses a concern by the commission
<p>Add Definition for Phrase “Blighted” – The undefined term can be presently used to award the maximum number of points allowed under the “Use of Vacant Property” category. The suggested definition to be added is already on the East Hampton Town Code</p>	<p>Section: Use of Vacant Property Category</p> <ul style="list-style-type: none"> • Addresses undefined term tied to if points can be awarded • Creates a consistent format for the commission to determine if points given to an application
<p>Add Language Clarifying that Full-Time and Part-Time Jobs May Be Considered for Determining Number of Full-Time Equivalent Positions to be Created</p>	<p>Section: Number of Jobs Created Category</p> <ul style="list-style-type: none"> • Clarifies that part-time jobs the applicant’s business will hire for can count toward the number of points given under the scoring category • Helps address a concern raised during 2019 KOCO Daycare application under the Business Incentive Program
<p>Implements Annual Written Updates by the Town Manager on Business Incentive Program Agreements the Town has In Effect: 1.) Recap of what tax abatement tiers were agreed to, 2.) How long present agreements are still under effect for, 3.) Share notable achievements or contributions to the town by the business entity, 4.) If any breach of the agreement, along with actions taken to resolve the issue or retrieve abated taxes in terminating an agreement</p>	<p>Section: Tax Incentive Tiers and Implementation</p> <ul style="list-style-type: none"> • An annual recap for commission members and the town council to be briefed on the business incentive program • Highlight benefits to town residents and local economy from businesses participating in the program • Opens opportunity for commission members less familiar with the program to become better informed

Town of East Hampton, Connecticut Business Incentive Program Ordinance

A. Purpose

The purpose of the Business Incentive 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:

- (1) to assist in the creation of jobs for local residents,
- (2) to create long term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities,
- (3) 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
- (4) to encourage substantial investment in new machinery, equipment and other personal property subject to taxation within the Town.

B. Business Incentive Program Ordinance; Authority

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 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 developments 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 Section I of this Ordinance.

C. Economic Development Commission

The East Hampton Economic Development Commission (EDC or "the Commission") shall provide any property owner or lessee with general information concerning the Business Incentive Program (the Program), 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 replacement, reconstruction, expansion, or remodeling of existing business facilities located or to be located in East Hampton.

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.

D. General Requirements

Applications properly filed with the Town will be considered for the Program, provided:

- 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.
- The proposed use is located in an appropriate zone as defined by East Hampton's Zoning Regulations.
- 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.
- 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.
- 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.
- The project must have a clear economic benefit to East Hampton, as described by the Applicant on the application.

Notwithstanding the results of any scoring under Section H, 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.

E. Application Procedure

All tax incentive requests shall be made in writing on a form referred to as Business Incentive Program Application (“the Application”) published and provided by the EDC and approved by the Town Council (“Council”). The application and all accompanying documentation shall be submitted in duplicate at the Office of the Clerk Upon receipt by the Clerk, one copy of the Application and materials shall be provided to the EDC for preliminary review and the Clerk should provide notice to the Council that an Application has been submitted. “Receipt by the Clerk” means an Application (**including required signatures from listed public officials**) and all accompanying documentation required in accordance with all applicable provisions of this Ordinance is submitted.

The following timeframes for action are not mandatory, but the EDC and the Council should strive to meet them: From date of receipt by the Clerk of the Application the EDC shall have 45 days to review the Application, request additional information and meet with the Applicant and/or the Applicant's representative. Provide the Applicant has submitted all of the information required in the Application, by the Ordinance, and by the EDC, the EDC will within 30 days thereafter report its findings to the Council. The Council will place the report on the agenda of the next regularly scheduled Council meeting for discussion and action. If the Council approves the report, the Town Manager and the Applicant shall enter into a written agreement (Consistent with the proposed agreement in section N).

F. Assessment of the Property Subject to the 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.

G. Guidance for Scoring Applications and Implementing this Ordinance

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 scoring under Criteria listed in Section H of this Ordinance.

When scoring a new application, 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.

Only the EDC shall approve or deny an application for consideration by the Council and its decision is not appealable. When approving or denying an application the EDC should issue a written statement showing the scoring 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 to strive to make that reasoning plain.

H. Scoring Criteria Category Definitions

1. Location: Only projects within those areas zoned “Commercial,” “Industrial,” or “Design Development” according to the Zoning Map for the Town of East Hampton (*see* POCD) are eligible for consideration under this Ordinance. Points under this section may be awarded for Properties located in the following priority areas:
 - a. Village Center: Properties located in the Village Center district as defined by the Zoning Map for the Town of East Hampton are eligible for a maximum of 10 points.
 - b. Cobalt Center: Properties located on Route 66 between its junction with Old Depot Hill Road and its junction with Old Middletown Road are eligible for a maximum of 7 points.
2. Corporation: any company, firm, business, or concern operating as a single legal entity.
3. TIF District: As defined by the Town’s Tax Increment Financing (TIF) District Plan

Maximum points: 10

2. Use: In accord with the needs identified by the POCD and as appropriate to the site and location in town, the following uses may qualify for points: Transient housing (hotels/motels), rental housing, workforce housing, light industrial/light manufacturing, healthcare and medical services, ~~high technology businesses~~, retail, and dining. Projects for these uses may be awarded up to 5 points. At the EDC’s discretion, “high needs” uses under these categories may be awarded up to 10 points.

Maximum points: 10

3. Brownfields: East Hampton contains a number of sites designated as “Brownfields” by the USEPA. Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off green spaces and working lands – all of which are goals of East Hampton’s POCD.

Any application that proposes to remediate and commit to reuse a Brownfield as designated by the EPA or the State of Connecticut is eligible for 10 points.

Depending upon the project, financing and other factors, the Town may also seek to partner with the applicant for Federal grant funding or supply other in-kind considerations.

Maximum points: 10

5. Use of a Vacant Property: The applicant may be awarded 5 points if proposing to occupy a building which has been unoccupied for a period greater than 12 months at the time the applicant signed a lease or closed on the property. ~~If, in the opinion of the EDC, the property can be considered “blighted,” 10 points may be awarded.~~

10 points may be awarded if the property is considered “blighted” according to the definition provided in the Town of East Hampton’s Blight Ordinance (Chapter 171 of the Town Code):

“Any building, structure, or parcel of land, except exempt property as defined below, in which at least one of the following conditions exists:

- A. It is dilapidated as documented by the Building Official
- B. It is a fire hazard as determined by the Fire Marshal or as documented by the Fire Department
- C. It is determined by the Building Official or the Health Department that the condition of the building, structure, or parcel of land poses a serious or immediate danger to the safety, health, or general welfare of the community
- D. It is not being maintained in accordance to the State of Connecticut Building Code (2005)
- E. It is a factor creating a substantial interference with the reasonable and lawful use and enjoyment of abutting premises or which blocks or interferes with the use of any public sidewalk and/or private street or right-of-way or any road sign.”

Maximum points: 10

6. Number of Jobs Created: Points may be awarded based upon the number of non-seasonal Full Time Equivalent positions (FTEs) the business will generate:

1-5 FTEs: 5 points
5-10 FTEs: 7 points
More than 10 FTEs: 10 points

Both full-time and part-time jobs may be considered in determining the number of FTEs created.

Maximum points: 10

7. Cost of Services to the Town: A project or use proposed by an applicant may require the Town to assume an extraordinary cost beyond normal maintenance and upkeep. For example: a chemical manufacturer may require the Town to

retrain and potentially re-equip its fire protection services. If the commission determines such is the case, no points may be awarded under this category.

If no such cost exists, 5 points may be awarded.

The Commission may ask the Applicant to pay for a Fiscal Impact Analysis, to be conducted by a consultant approved by the Commission.

The Applicant may be given the opportunity to show that the Commission's determination of the cost to the Town is in error, however, the Commission makes the final determination.

Maximum points: 5

8. Design of the Building or Renovation: The Commission may award 10 points when applicant can show that the design of the structure is in compliance with current Town Building Design Guidelines for its zone.

Maximum points: 10

9. Sustainable Building: The Commission may award 2 points for each of the following and up to 10 points total:
 - If the investment will result in the business generating at least 20% of its own energy requirements.
 - If the investment will result in the business feeding energy back into the grid.
 - If the project meets at minimum LEED Gold standard or equivalent. (As of this writing, LEED is the dominant evaluation system in the US market and the one favored for use by the GSA.)
 - If the project requires a public transportation node such as a bus stop.
 - If the project supplies a recharge station for electric vehicles.
 - Water-saving fixtures throughout.

“Sustainability” characteristics and measures are constantly evolving and the Commission may update this list periodically as it sees fit.

Maximum points: 10

10. Amount Invested

15 points	\$3M or larger investment in construction or renovations
14 points	\$1M or larger investment in construction or renovations
13 points	\$800k or larger investment in construction or renovations

12 points	\$500k or larger investment in construction or renovations
11 points	A business new to that parcel investing over \$300k or a business existing on that parcel investing at least \$250k in construction or renovations
10 points	A business new to that parcel investing over \$200k or a business existing on that parcel investing at least \$100,000 in construction or renovations

Maximum points: 15

Total Available Points: 90

I. Tax Incentive Tiers and Implementation

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:

Fewer than 24 points: Denied

25-44 points: Third tier benefit: 70% of fixed assessment abated for two years, or 50% of fixed assessment abated for four years.

45-69 points: Second tier benefit: 70% of fixed assessment abated for three years, or 50% of fixed assessment abated for five years.

More than 70 points: Highest benefit: 100% of fixed assessment abated for years 1-3, 70% of fixed assessment abated for years 4-5, 50% of fixed assessment abated for year 6.

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.

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.

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.

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.

Construction shall commence within six months of, and not prior to, approval by the Town and shall be completed no later than 24 months from the date of approval by the Town. The times for commencement and completion of the construction are mandatory except Applicant's performance 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.

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 Business Incentive 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 that the Town and entity are under agreement for
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 Section I (§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 Section D (§278-35), Section I (§278-40), and Section J (§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

J. Default by the Owner or Lessee Under the Terms of the Agreement; Recapture

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.

In addition to the specific timing benchmarks noted in Section I, 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.

In the event the owner or lessee of the real property:

1. At any time fails pay real estate and/or personal property taxes when due and payable;
2. Fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement;
3. Within 10 years of the date of the Agreement 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 and writ of execution or becomes the subject of foreclosure proceedings;
4. 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 Section K of this Ordinance; or,
5. 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.

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.

K. Workout 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 Section J 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.

L. Assignment of the 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.

M. 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.

N. 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 October 1, 2018.

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 Business Incentive 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 will commence construction within six (6) months, and not prior, to this Agreement and complete construction and 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. Employment: Company shall use its best efforts to employ or cause to be employed at least ____ full-time and ____ part-time employees at said Facility throughout the Abatement Term.
4. 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”).
5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

REMAINDER OF PAGE INTENTIONAL LEFT BLANK
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:

By: _____
Its Town Manager, Duly Authorized

Original Ordinance Adopted: October 8, 2013
Published in Rivereast News Bulletin: October 11, 2013
Effective: October 31, 2013.

Revision Adopted by Town Council: September 25, 2018
Published in Rivereast News Bulletin: September 28, 2018
Effective: October 18, 2018



Business Tax Incentive Application

Thank you for considering East Hampton as a place to start your business. East Hampton is a community of approx. 13,000 residents living in approximately 36.7 square miles. Our community offers numerous natural attractions including the largest natural lake in the state, the Salmon River, the Connecticut River, the airline trail and numerous state forests. East Hampton is a great place to work and live.

East Hampton is working on promoting smart business growth within our community. As a result, in 2013 the Town Council unanimously passed the Business Incentive Ordinance Chapter 278 Article IX into law. This piece of legislation provides a scoring rubric for new businesses and depending on the score received the business can receive a deferral on their assessment in an effort to ease a new businesses' tax burden.

Process:

1. **Complete an application:** To file an application for a Business Tax Incentive the owner of the business must fill out an application. Applications can be retrieved from the Town Manager's office or online at www.easthamptonct.gov. Interested individuals should review the incentive program ordinance and consult with the Land Use Department, Town Manager's Office, and/or Economic Development Commission to understand the requirements, eligibility to apply, and evaluation criteria of the program.
2. **Application Submission:** Once the application is complete it must be turned into the Town Clerk's office in duplicate so that it is officially recorded. The Clerk will pass along a copy of the application to the Economic Development Commission and notify the Town Council within 10 days of the submission.
3. **EDC Review:** The Economic Development Commission will review your application with 45 days of receipt and make a report of findings to the Town council within another 30 days. During this review they will also score your application using the scoring criteria. You may be asked to attend a commission meeting, and/or written communication, to provide additional information.
4. **Town Council review:** If the Town Council reviews the EDC report and approves it then the applicant and Town Manger will enter into a written agreement that will document the terms and conditions of the tax abatement.
5. **Agreement approval:** The final agreement between Town Manager and Applicant must be approved by the Town Council.



Business Incentive Program Application

Name: _____ Name of Business: _____

Phone: _____ Email: _____

Location for Business: _____

Is the location a Brownfield as designated by the East Hampton Brownfields Agency: Yes/ No

Is the location currently a vacant building: Yes/ No How long has it been vacant: _____

How many FTEs will the business employ: _____ How many FTEs will be created: _____

Please provide in an attachment a narrative about this business, the services it will provide, the people it will employ and the benefits to East Hampton.

What additional services may be required by the Town:

What is the estimated or projected start date for construction: _____

Do you plan to use sustainable building practices, including practices outlined in the ordinance:
Yes/ No

If Yes please describe:

What is the estimated dollar amount you plan to invest in the build out and development of this business: _____

Applicant can attach any supplemental materials outlining how the estimated dollar amount investment is planned for.

Does the proposed use have the required approvals, licenses, and permits: Yes/No

Is the proposed use located in an appropriate zone as defined by East Hampton's Zoning Regulations: Yes/No What type of zone is it located in: _____

Are there any unpaid taxes, fees, or municipal charges owed to East Hampton by the applicant, the businesses, or any other business organization or entity owned or controlled by the applicant: Yes/No

If Yes please describe:

The Town Manager and Planning and Zoning Official attest that the applicant fulfills the requirements and conditions for eligibility to be considered for participation in the Business Incentive Program by East Hampton's Town Council and Economic Development Commission.

X _____

Date _____

East Hampton Town Manager

X _____

Date _____

East Hampton Planning and Zoning Official

Guidance to Support Review and Evaluation of Applications Under the Business Incentive Program

The Following Document is Based-On the Business Incentive Program Ordinance Adopted by the Town Council in 2013 and Amended in its Entirety in 2018

Crafted by the East Hampton Economic Development Commission in 2022



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INTRODUCTION

Aim of the Tax Abatement Program

In brief, the Town of East Hampton's Business Incentive Program is focused on attracting new businesses to East Hampton, supporting the growth of existing businesses, and promoting the renovation and redevelopment of vacant commercial and industrial buildings. The intended benefits sought by the Town of East Hampton are defined in summary as:

1. Assisting in the creation of jobs for local residents
2. Promoting long-term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities
3. Supporting construction of new commercial and industrial facilities in accordance with town growth plans
4. Encouraging substantial investment in new machinery, equipment and other personal property that is taxed by the town

Goal of the Advice and Suggested Practices for the Economic Development Commission

The East Hampton Economic Development Commissions contributes to the Town of East Hampton's Business Incentive Program in a primarily research and evaluation manner. It evaluates an application on a set scoring rubric and submits a report about its findings to the Town Council.

While no material can anticipate every possibility or question, the goal of this document is to provide an outline of suggested practices, context, and advice that could be use by members of the Economic Development Commission when evaluating a business incentive program application. This document is not a substitute for the business incentive program ordinance and the suggestions in this document are not-required, but are to help address questions that may arise, support an organized evaluation process, and better understand the ordinance language.

We encourage commission members to continually update and re-format this document so that acquired knowledge and lessons may be passed on for future use.

A Fair and Inquisitive Approach to Fulfilling a Rigorous Responsibility

- Commission members should be proactive in asking questions and seeking clarification
- The responsibility is with the representatives of the application to prove claims made in the application and during the evaluation process
- Take a neutral attitude in evaluating an application that weighs the taxpayer, business, and town interests
- The commission should look to prior applications for reference and support in determinations

EVALUATION, REVIEW, AND REPORT TO THE TOWN COUNCIL

Process of Evaluation

The commission is given a 45-day period starting from the date of receipt by the Town Clerk of the application “to review the application, request additional information and meet with the applicant and/or the applicant's representative,” according to the ordinance. As the ordinance states, the time period is not mandatory for the commission, but they should work to meet it.

Suggested Steps to Implement from Start of Evaluation

From the start, it is recommended that the following steps be taken to support transparency and strong pursuit of information for an application:

- Communication with a representative(s) of an application should be through the Town Manager or designated town hall staff/official(s)
- Extend an invite for the application’s representative(s) to meet with the commission in a public meeting to discuss the merits and address questions related to the application
 - A copy of the ordinance should be given to the representative(s) with the invitation
 - Provide a deadline for accepting the invitation and requesting any additional information in writing/typed from the applicant
- The commission should request the following, if not already afforded by the Town Manager’s Office, to be provided to all commission members in advance of first meeting to evaluate an application:

1. The submitted application	2. A copy of the ordinance
3. The most recent business incentive program application, relevant commission meeting minutes, and Town Council report	4. Confirmation of attendance by the Town Manager to be at commission meetings where application is discussed
5.**Ordinance Directs Commission to “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.”	

Are basic eligibility requirements met to allow for evaluation of the application: The commission should inquire with the Town Manager, Planning and Zoning Official, and town official(s) responsible for accountability on taxes if there are any issues as to whether the application meets the basic requirements to be considered for the incentive program including but not limited to:

- The proposed use under the application is in an appropriate zone
- The proposed use of the property has received the approvals, permits, etc. from the town Planning & Zoning Commission, and other appropriate agencies, boards, or officials on the town, state, or federal level
- No unpaid taxes or fees by the applicant, business(es) or entity controlled by the applicant
- The applicant has not started construction before approval of their application

During the Evaluation Process

The ordinance does not lay out a specific step-by-step process for evaluating an application. With that said, it is heavily suggested that any meeting with a representative(s) of an application to determine a score for an application should take place in a public meeting.

The ordinance says that the commission has 45 days starting from the date of receipt by the Clerk – East Hampton Town Clerk – of the application to review, request additional information, and meet with a representative(s) of the application. But, the ordinance makes clear the time frame is not mandatory.

The following is an outline for a suggested “two-meeting evaluation track.” The commission is able to have more or less meetings, along with information requests, as it believes to be appropriate and in a timely manner.

Evaluation Meeting #1:

<u>Open to the Public:</u> Held as part of a regular or special meeting of the commission	<u>Expert Figures Available:</u> The Town Manager, representative(s) of the application, and other appropriate individuals should be invited to answer questions or provide additional information
<u>Organized Discussion:</u> The commission should go category by category to discuss the application’s eligibility for points and factors that would merit it	<u>Seek Clarification:</u> Commission members should ask early on and throughout the meeting questions to attending town staff if there is uncertainty in how to interpret the ordinance
<u>Informal Commission Scoring:</u> Commission members can make note of a potential score for a category if there is no disagreement or consensus is reached. Also, the commission should make note what additional information is needed to determine a final total score. Any information requests should be replied to in writing/typed to the commission members in advance of the second evaluation meeting.	

Evaluation Meeting #2

In between the first and second meeting, the commission is recommended to:

- Have any further communication with representative(s) of the application be through the Town Manager or a designated town hall staff/official(s)
- If seeking additional information from an application representative(s), the commission should through designated point of contact a message restating the request(s) with a deadline to reply

The following should be the action items or qualities of the second evaluation meeting:

<u>Open to the Public:</u> Held as part of a regular or special meeting of the commission	<u>Expert Figures Available:</u> The Town Manager, representative(s) of the application, and other appropriate individuals should be invited to answer questions or give guidance on process of evaluation
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<u>Review Additional Information:</u> Commission members should review information provided to answer remaining questions from first meeting	<u>Drafting Town Council Report:</u> The chairperson of the commission or a designated commission member who supported the application scoring will be assigned to write the town council report
<u>Official Scoring and Approval:</u> Category by category, the commission should review its findings and tentative “informal scoring” determinations to begin officially deciding on points awarded for each category. After, the commission should have final discussion on the individual categories and a total score before taking a vote to approve – <i>Majority of members present needed to approve</i>	

Report to the Town Council

The commission will create a “written statement” providing its scoring of an application, while explaining the factors and reasoning for the score approved by the commission. The following items or formatting are suggestions for an application report to the Town Council:

- A read out of the total score and scoring by category (consult recent town council reports on prior applications)
- The commission vote tally for finalizing the scoring that approved or denied the application for consideration by the Town Council
- Dates of when the application was received, commission meetings where the merits of the application was reviewed and evaluated, any sit-down discussions with a representative(s) of the application
- A few bullet points describing important factors, metrics, or information that determined points awarded for different categories
- Brief read out of materials and subject matter experts (ex. East Hampton officials and staff) who were consulted in evaluating the application
- Any concerns raised or discovered during review of the application that question if the applying party meets basic eligibility requirements under the ordinance should be described in the report and asked of the Town Council if that makes the application no longer permissible

The report should be in an attached document of an email to the Town Manager for submission to the members of the Town Council. While not mandatory, the commission should strive to submit its report within 30 days after the 45-day period allowing the commission to evaluate the application.

SCORING CATEGORIES

Location Category

Defining Terminology

TIF District – Means “Tax Increment Financing District” established by the Town of East Hampton to encompass the historic downtown Village Center

Suggested Practices:

- The commission should ask the East Hampton Planning and Zoning and the Town Manager to provide written opinions if the business is located on a property that meets the ordinance’s definition of the Village Center, Cobalt Center, or TIF district
- Points may be awarded for locations outside of the Village Center, Cobalt, or TIF district. The following factors could be possibly used for reasoning to award points.

1. Proximity to existing business centers (ex. Village Center)	2. Location along major traffic routes in East Hampton
3. Locations with existing infrastructure including but not limited to public sewer, public water, natural gas, and fiber optics	

- Commission members are encouraged to look at past application scorings to help determine how points are awarded

Use Category

Defining Terminology:

NAICS – Stands for “North American Industrial Classification System,” which according to the United States Census Bureau is “standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.” More information can be found at www.census.gov/naics/.

Understanding the Ordinance:

- Applications that comprise of a use(s) that is listed in the ordinance language may be awarded 5 points. Under current wording, the ordinance language implies that only 5 points may be awarded for a qualifying use
- Up to 10 points may be awarded if the commission determines that a qualify use(s) – as listed in the ordinance language – is considered “high needs”
- The term “higher needs” is not currently defined in the ordinance and its utilization is left to the discretion of the commission

Suggested Practices:

- Should consider what would be the primary and possible secondary products, services, or benefits that are received by a customer
- The commission is given the flexibility to use a variety of factors as it views appropriate for determining use. Potential factors can include but are not limited to:

1. Description of the business on the submitted application	2. Membership in or presented awards from industry-specific business associations
3. NAICS category that business falls, or will fall under, for purposes of taxes	4. Does the zoning designation of the property in question allow for that qualifying use that is claimed
5. Consult the Town Manager or town's Planning & Zoning Official for an opinion	

- The lack of a "high-needs" definition warrants its possible utilization to be restricted to when the commission finds overwhelming reasoning supported by evidence that is then explained in the town council report

Brownfields Category

Suggested Practices:

- Inquire with the East Hampton Planning and Zoning Official if the property that is part of the evaluation is considered a brownfield by the U.S. Environmental Protection Agency (EPA) or the State of Connecticut. Either meeting of such criteria is what allows for points to be awarded under the category to the application

Use of Vacant Property Category

Understanding the Ordinance:

- Final determination if the property is to be considered "blighted" for the purposes of awarding points is the responsibility of the commission

Suggested Practices:

- The commission could seek a written statement from the East Hampton Planning and Zoning Official if the property meets the definition of a vacant property as provided in the ordinance language or if it would be considered "blighted" in their opinion
- If an application claims the property qualifies as a vacant property or to be "blighted," the commission should request materials from the representative(s) of the application to support such claims

Town definition for "blighted" for potential reference in scoring by the commission: The Town of East Hampton has the following in its Blight Ordinance (Chapter 171 of the Town Code) as of 2022. The commission could use the definition on the next page, or a more current definition, to determine if an application project is to be considered "blighted"

From Chapter 171 of the Town Code:

“Any building, structure, or parcel of land, except exempt property as defined below, in which at least one of the following conditions exists:

- A. It is dilapidated as documented by the Building Official
- B. It is a fire hazard as determined by the Fire Marshal or as documented by the Fire Department
- C. It is determined by the Building Official or the Health Department that the condition of the building, structure, or parcel of land poses a serious or immediate danger to the safety, health, or general welfare of the community
- D. It is not being maintained in accordance to the State of Connecticut Building Code (2005)
- E. E. It is a factor creating a substantial interference with the reasonable and lawful use and enjoyment of abutting premises or which blocks or interferes with the use of any public sidewalk and/or private street or right-of-way or any road sign.”

Number of Jobs Created Category

Defining Terminology

FTE – Means “nonseasonal full-time equivalent positions” as defined in the ordinance

Understanding the Ordinance:

- The number of FTEs the business will create is how the number of points awarded will be determined based on a set system listed in the ordinance
- The current wording of the application asks how many FTEs will the business “employ,” BUT the question to answer for purposes of scoring is how many FTEs will be created

Suggested Practices:

- As part of determining a number of FTEs created, the commission can consider jobs that are relocated to East Hampton as new jobs
- Regarding nonseasonal part-time jobs, the commission can determine what number of part-time jobs would be equal to an FTE

Cost of Services to the Town Category

Understanding the Ordinance:

- Points may only be awarded if there is NO “extraordinary cost beyond normal maintenance and upkeep”
- A representative of the application can be allowed to present to the commission why a potential cost to the town is incorrect, but final decision rests with the commission on if such a cost would be assumed by the Town
- The commission is allowed to ask the applicant pay for a fiscal impact analysis to be conducted by a consultant approved by the commission as part of determining an extraordinary cost

Suggested Practices:

- The commission could inquire with the Town Manager if the project under the application or its proposed use by the applying party “may require the Town to assume an extraordinary cost beyond normal maintenance and upkeep”
 - If yes, a written explanation should be sought from the Town Manager, with any relevant town government staffer/official, describing what the potential service costs may be
- The commission should confer with the Town Manager on the selection of a qualified consultant. Also, it is recommended to get an estimated timeframe for completion and scope of the fiscal impact analysis from a potential consultant

*Design of the Building or Renovation Category***Understanding the Ordinance:**

- The ordinance deems that the responsibility to prove a structure is in compliance rests with the applicant

Suggested Practices:

- Inquire with the Town Manager if the structure – the building to be remodeled, renovated, expanded, construction, etc. – is in compliance with current Town Building Design Guidelines for its zone (ex. Commercial)
- The commission could request from representative(s) of an application for materials supporting a statement of compliance if it is in question by the commission and/or town manager

*Sustainable Building Category***Defining Terminology:**

LEED – Stands for “Leadership in Energy and Environmental Design,” which is the most widely used green building rating system in the world according to the U.S. Green Building Council. It gives a framework for recognizing highly efficient and cost-saving green buildings. A project receives a LEED certification status – highest to lowest rank: platinum, gold, silver, and certified – by going through a verification and review process. More information can be found at www.usgbc.org/leed.

Suggested Practices

- In meeting with representative(s) of the application, the commission should run through the list of eligible sustainable building methods that allow for awarding of points
- If listed on the application or during discussions with representative(s) of the application, it is recommended that the commission ask in advance the applicant provide materials supporting their claims of qualifying sustainable building practices. The commission could make this inquiry in advance of meeting with the applicant
- Commission members could seek further opinion or assistance in clarifying information from the town’s Planning & Zoning Official

- On the “Water-saving fixtures throughout” bullet – To commission can ask the applicant to provide as statement from the building architect responding to the following questions
 - “What amenities or fixtures are part of the building(s) that will reduce water-usage?”
 - “Where are these amenities or fixtures located in the building(s)?”
 - “By what amount and/or percentage will be saved on water-usage?”

Amount Invested Category

Suggested Practices:

- The commission should look to the application for the estimated amount to be invested into the building out and developing of the business. The Town Manager could be consulted early on if any reason to doubt the amount figure provided.
- If any reasons for doubt or interest for fuller details, the commission could:
 - Request from representative(s) of the application an outline of how the estimated amount will be allocated
 - Work with the Town Manager on questions to be posed to the applicant to validate the estimated amount or determine a more appropriate estimate

DEFAULT BY OWNER(S) AND RECAPTURE OF ABATED TAXES

Ability of Town to Retrieve Abated Taxes

The ordinance lays out a general process to allow the Town of East Hampton to retrieve abated taxes from an approved applicant if it’s in breach of the agreement under the Business Incentive Program. In addition, it provides minimum conditions that would enact efforts to retrieve abated taxes. These conditions can include but not limited to:

- Failure to pay taxes when due including real estate and personal property taxes
- Fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement

Fuller conditions that can result in a default of the agreement are listed under §278-41 and §278-44 (Proposed Agreement).

An applicant found to be in breach of the agreement is given a time-frame to cure the issue. Failure to cure the default would lead to the agreement becoming null and void. The applicant is required to reimburse the Town for all tax relief it received retroactive to the due date of the first abated tax payment. Additionally, the applicant would need to pay interest at the rate set for tax abatement. Also, it would need to repay any waived fees and actual costs to the Town.

The ordinance is clear that it’s not to East Hampton’s benefit to drive an applicant in default into further economic straits to retrieve abated taxes. In such case, it would calculate what the highest possible retrieval of taxpayer dollars would be considering the financial circumstances of the applicant, the circumstances of the default, and the state of the project



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



Dennis Woessner
Chief of Police

October 6, 2022

To: David Cox, Town Manager
From: Dennis Woessner, Chief of Police
Subject: General Order approval

Attached to this memorandum are eight (8) General Orders which I am submitting for approval:

General Order 3.3, Use of Chemical Agents, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes include language specific to the standard, such as authorization by police officers to carry weapons, use force, and required reporting guidelines. A few minor changes were also made to the General Order. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 3.4, Impact Weapons, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes include language specific to the standard, such as authorization by police officers to carry weapons, use of force, and required reporting guidelines. A few minor changes were also made to the General Order. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 3.5, Reporting and Investigating Force, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The General Order was reviewed by the Town Council during its last meeting, but an additional change was required to be in compliance with the Tier III Accreditation Standards. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 5.1, Patrol-Administration, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes included language specific to the standard, such as the types of vehicles or watercraft that members of the Department are

authorized to use. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 5.7, Arrest Processing, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes included language specific to the standard, such as required recording of certain in-custody interviews, processing and documenting prisoner property, required forms to be completed and release without charges procedures. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 5.10, Securing Prisoners, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes included language specific to the storage and access of cell block keys and the securing of certain doors in the cell block area. Any additions are marked in red and deletions are crossed out and marked in yellow.


General Order 5.23, Use of Body Worn and Dashboard Cameras, is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. POSTC made changes to their mandatory policy which included language for agencies that have officers assigned to federal task forces and when body-worn cameras need to be worn. The changes also included language concerning storage, deletion and the release of body-worn camera footage. Any additions are marked in red and deletions are crossed out and marked in yellow.

General Order 9.8, Drug Recognition Expert, is a new policy required by the Police Officer Standards and Training Council (POSTC). We adopted their model policy which outlines how POSTC determines how many Drug Recognition Experts each town wants/needs.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 3.3 RULES OF CONDUCT

SUBJECT: USE OF CHEMICAL AGENTS		
Issue Date: 9/15/2021	Effective Date: 9/15/2021	Distribution: All Personnel
Amends/Rescinds GO: 9/23/2020		Review Date: Annual
Per Order of: 		
Dennis Woessner, Chief of Police		
<small><i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i></small>		

I. PURPOSE

The purpose of this General Order is to establish guidelines and procedures governing East Hampton Police Department officers' use of a chemical agent while performing their duties.

II. POLICY

The policy of the East Hampton Police Department ("Department" or "EHPD") is to use only that amount of force reasonably necessary to effect an arrest, control a situation, or defend themselves or others from harm. The EHPD recognizes that combative, non-compliant, armed and/or violent subjects cause handling and control problems that require specialized training and equipment. Thus, the EHPD has adopted the use of a non-lethal force philosophy to assist with the de-escalation of potentially violent confrontations. Any use of chemical agents must comply with the EHPD Use of Force Policy.

Per CGS 53a-22, police officers are justified in using physical force when and to the extent that he or she reasonably believes such to be necessary to: (1) Effect an arrest or prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense, unless he or she knows that the arrest or custody is unauthorized; or (2) Defend himself or herself or a third person from the use or imminent use of physical force while effecting or attempting to effect an arrest or while preventing or attempting to prevent escape.

Any police officer who makes an unlawful, excessive, or unauthorized use of pepper spray will be subject to disciplinary actions and may be subject to civil and criminal liability.

III. DEFINITIONS

Actively Resisting: When a subject makes evasive physical movements to interfere with an officer's attempt to control that subject. Evasive physical movements include, but are not limited to, bracing, tensing, pulling away, or pushing.

De-escalation: A decrease in the severity of force used in an incident in direct response to a decrease in the level of resistance.

Force: Any physical strike or instrument contact with a person, any intentional attempted physical strike or instrument contact that does not take effect or any significant physical contact that restricts the movement of a person. The term includes the discharge of a firearm, pointing a firearm in the direction of a human being, use of pepper spray, chokeholds or hard hands, taking of a subject to the ground, or the deployment of a canine. The term does not include escorting or handcuffing a person with no resistance. Use of force is lawful if it is objectively reasonable under the circumstances, and the minimum amount of force that is necessary to effect an arrest, or protect the officer or other person, is used.

Pepper Spray: A pepper compound that irritates the eyes and causes tears, pain, and even temporary blindness. Pepper spray is an intermediate weapon that is classified as non-lethal. It should only be used, however, when an officer is met with active resistance.

Passive Resistance: When a subject does not cooperate with an officer's commands, but does not take action to prevent being taken into custody. For example, a protestor who lies down in front of a doorway and must be carried away upon arrest.

IV. PROCEDURES

A. Use of Force Standard

The following are applicable use of force standards directly related to the deployment of pepper spray:

1. The use of pepper spray involves the application of force.

2. Each application of pepper spray involves a separate, additional use of force.
3. Multiple applications of a pepper spray cannot be justified solely on the grounds that a subject fails to comply with a command, absent other indications that the subject is about to flee, or poses an immediate threat to an officer .
4. Any decision to apply multiple applications of a pepper spray must take into consideration whether a subject is capable of complying with the officer's commands.
5. The pepper spray is not intended to replace the use of firearms when lethal physical force is necessary, but rather to provide a non-lethal alternative.

B. Authorization to carry and use Pepper Spray

1. Only pepper spray meeting East Hampton Police Department specifications and issued by the EHPD may be used by police officers in the course of law enforcement responsibilities, both on and off duty.
2. The use and carry of pepper spray is restricted to officers who are trained and demonstrate proficiency of use.
3. All officers assigned to uniformed patrol shall carry pepper spray once they have been issued the pepper spray and have been trained in its proper use.

C. Permitted Use of Pepper Spray

Officers are only permitted to use pepper spray in accordance with training in the following instances:

1. Against subjects who are actively resisting in a manner that, in the officer's judgment, is likely to result in injuries to themselves or others.
2. To incapacitate a subject who poses a threat of imminent physical injury to himself/herself.
3. During a physical confrontation with a combative individual and attempts to control the subject by lower levels of force or tactics are ineffective.
4. Against aggressive animals that pose a threat of physical injury to officers or others.

5. During Department authorized training programs and/or demonstrations.

D. Restrictions on Use of Pepper Spray

Department issued pepper spray may **not** be used in the following circumstances:

1. To effect the arrest of a person that is only passively resisting (e.g., going limp, offering no physical resistance);
2. On individuals with frail health, young children, the elderly, women believed to be pregnant, or persons with known respiratory conditions. Pepper sprays may only be used under exceptional circumstances involving an imminent danger of suffering serious bodily harm, and the use of the pepper spray is the **only reasonable method** to control the child or elderly in order to avoid such harm;
3. Once a suspect succumbs, becomes incapacitated, or is restrained;
4. In crowded areas, except with supervisor approval after taking into account all of the circumstances, including possible exposure to involved bystanders;
5. Near an open flame or flammable material;
6. In closed or poor ventilated spaces;
7. To wake up an intoxicated individual; and
8. To threaten or elicit information from a person.

Members are required to remove a subject exposed to pepper spray from a face-down position as soon as it is safe to do so.

E. Verbal Commands

1. A verbal warning, and time to allow the subject to comply, must be given prior to the use of pepper spray, unless a warning would present a danger to the officer or others;
2. Verbal commands before, during, and after the application of the pepper spray are important in order to de-escalate any situation and gain compliance and control of an actively resisting or aggressive subject;

3. After resistance has ceased, the subject must be reassured that nothing further will happen to him or her, and that decontamination for the spray application is forthcoming. Without this reassurance, the subject may again become violent from frustration, or in an effort to escape discomfort. Statements such as “No one is going to hurt you” and “Stay calm and we will help you” provide incentive for cooperation and demonstrate the de-escalation of force as the subject’s resistance is reduced.

F. Application Techniques

1. A one or two-second bursts of the department issued pepper spray should be directed to the facial area.
2. Except in an emergency situation, do not discharge an EHPD issued pepper spray when closer than three feet from the subject due to the increased risk for self-contamination or contamination of other officers at the scene.
3. An additional burst may be used if the initial burst proves ineffective. Allow a brief time for the pepper to take effect before a second application. Be prepared to take other appropriate action should the spray fail to be effective.
4. Officers shall not discharge department issued pepper spray into or near an open flame.

G. Post- Use Decontamination and Treatment

1. An officer shall render aid and request an emergency medical service (EMS) response as soon as possible for any person who sustains an injury, complains of injury, or otherwise exhibits signs of medical distress including shortness of breath, altered mental status, or loss of consciousness.
2. An EMS response shall be requested for any person subjected to the use of pepper spray.
3. Once the spray has been applied, and/or empty-hand techniques are being used, commands must be given to direct the now confused and distracted subject: e.g., “Kneel down on the ground” or “Put your hands behind your back” and “Stop resisting arrest” tell the subject what is required and how to stop the pain of a compliance technique.
4. Subjects should be assured that the effects of the pepper spray are temporary.

5. After the pepper spray has been used and the subject has been restrained and moved to an uncontaminated area, the affected areas of the subject should be flushed with water within 20 minutes, absent exceptional circumstances.
6. Subjects should be asked if they suffer from any respiratory diseases or problems, such as asthma, bronchitis or emphysema. If a subject displays respiratory problems, the subject should be exposed to fresh air if possible and medical attention should be sought immediately.
7. While transporting a subject to a police or medical facility, the subject's condition should be monitored for signs of breathing difficulty, nausea, or other physical discomfort. A subject should never be left unattended until the effects of the pepper spray have completely diminished or the individual indicates that they have fully recovered from the effects of the spray.
8. Under normal circumstances, all symptoms should disappear within thirty to forty-five minutes. If the symptoms persist beyond forty-five minutes, medical attention should be sought immediately.
9. Forty-five minutes after use of the pepper spray, subjects shall be inspected to determine whether or not additional decontamination or first aid measures are required.
10. Detention facility personnel shall be informed when a subject has been sprayed with pepper spray.

H. Training and Certification in the Use and Operation of Pepper Spray.

1. Each East Hampton Police Department officer who has been assigned pepper spray as part of the official equipment must be duly trained and certified as a user by Department certified instructors prior to carrying or using the weapon. All officers will have access to the Department Use of Chemical Agents policy and receive training as to its content prior to obtaining authorization to carry pepper spray.
2. In order to meet the quality standards, all trained police officers shall be recertified every year.

I. Reporting Required

1. After deploying pepper spray, an EHPD officer shall notify a supervisor as

soon as it is practical to do so.

2. After deployment of pepper spray, the EHPD officer who discharged the spray, and all others present, shall comply with all reporting and investigation requirements outlined in the EHPD **General Order 3.1, Use of Force, and General Order 3.5, Reporting and Investigating Force, Investigating Use of Force Policy**, and shall include:
 - a. The facts and circumstances which dictated the officer 's use of force;
 - b. Commands given to the subject, including any appropriate warning;
 - c. Manner in which the subject refused to comply;
 - d. Target (face, upper torso or other)
 - e. Witnesses to the discharge of the pepper spray;
 - f. Number of discharges, and length of each;
 - g. Estimated distance at which the pepper spray discharge(s) occurred;
 - h. Extent, if any, of the subject's injuries;
 - i. Description of first aid provided;
 - j. The name of the supervisor notified, and
 - k. Time of such notification.

J. Supervisory Responsibility


1. EHPD supervisors shall comply with all reporting and investigation requirements outlined in the EHPD **General Order 3.1, Use of Force, and General Order 3.5, Reporting and Investigating Force. Investigating Use of Force Policy**.
2. Any misapplication or misuse of the pepper spray is subject to disciplinary action, along with criminal and civil liability.
3. **The Chief of Police will conduct on an annual basis a review of all use of force incidents.**



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 3.4

RULES OF CONDUCT

SUBJECT: IMPACT WEAPONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 09/15/2021		Review Date:
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this General Order is to establish rules and procedures for the training, carrying, and use of impact weapons. The batons are authorized and issued impact weapons to be used for an officer's personal defense, and for controlling a subject who is actively resisting an officer's attempts to lawfully control him. The East Hampton Police Department's ("Department" or "EHPD") use of force is governed by Federal and Connecticut law, including, but not limited to, the Constitution of the United States.

II. POLICY

The policy of the East Hampton Police Department ("Department" or "EHPD") is to use only that amount of force reasonably necessary to effect an arrest, control a situation, or defend themselves or others from harm. The EHPD recognizes that combative, non-compliant, armed and/or violent subjects cause handling and control problems that require specialized training and equipment. Thus, the EHPD has adopted the use of a non-lethal force philosophy to assist with the de-escalation of potentially violent confrontations. Any use of an impact weapon must comply with the EHPD Use of Force Policy.

Per CGS 53a-22, police officers are justified in using physical force when and to the extent that he or she reasonably believes such to be necessary to: (1) Effect an arrest or prevent the escape from custody of a person whom he or she reasonably believes to have committed an offense, unless he or she knows that the arrest or custody is unauthorized;

or (2) Defend himself or herself or a third person from the use or imminent use of physical force while effecting or attempting to effect an arrest or while preventing or attempting to prevent escape.

Officers are specifically granted the legal authority to carry weapons under CGS 53-206 “while engaged in the pursuit of such officer’s official duties.”

Any police officer who makes an unlawful, excessive, or unauthorized use of an impact weapon will be subject to disciplinary actions and may be subject to civil and criminal liability.

III. DEFINITIONS

Active resistance: The actions of a subject who makes physically evasive movements to interfere with an officer’s attempt to control that subject. These movements may include bracing, tensing, pulling away, or pushing.

Authorized weapons: The weapons that EHPD officers are permitted to carry, that meet Department specifications, and for which officers demonstrate proficiency and successfully complete training.

De-escalation: A decrease in the severity of force used in an incident in direct response to a decrease in the level of resistance encountered.

Force: Any physical strike or instrumental contact with a person, any intentional attempted physical strike or instrumental contact that does not take effect, or any significant physical contact that restricts the movement of a person. The term includes: the aiming a firearm, the discharge of a firearm, the use of chemical agent, use of impact weapons, use of a Conducted Electrical Weapon, the taking of a subject to the ground, and any physical contact that includes control techniques. The term does not include escorting or handcuffing a person with minimal or no resistance. Use of force is lawful if it is objectively reasonable under the circumstances, and if the minimum amount of force is used that is necessary to effect an arrest, or protect the officer or other person.

Harm: Injury inflicted upon a person, whether visible or not.

Imminent threat: An officer’s reasonable perception of impending danger, death, or serious injury from any action or outcome that may occur during an encounter. A subject may pose an imminent or impending danger even if s/he is not pointing a weapon at an officer but, for example, has a weapon within reach, is running for cover carrying a weapon, or is running to a place where an officer has reason to believe that a weapon is available.

Impact weapons: Department-approved tools that provide methods for gaining control of a subject when lethal force is not justified, but when empty-hand control techniques are not

sufficient to effect control. These weapons should only be used when an officer is met with active resistance. The various batons authorized and issued by the EHPD are impact weapons.

Lethal Force: Any physical force that can reasonably be expected to cause death or serious physical injury. Officers must understand that lethal physical force is an extreme measure and shall only be used in accordance with the law and as stated in this policy and other policies governing the use of force.

Member of the Police: The sworn personnel, including cadets, who directly perform duties including: conducting criminal investigations; maintaining law and order; protecting the life and property of the citizens; and any other similar duties vested upon the East Hampton Police at present or in the future.

Non-lethal force: Any use of force not intended to, nor likely to, cause death or serious bodily harm.

Passive resistance: The actions of a subject who does not cooperate with an officer's commands, but who does not take action to prevent being taken into custody.

Serious bodily Injury: Injury that causes death or creates a substantial risk of death; permanent harm to health, disfigurement, or permanent loss of functions of any organ in the body; or injury that results in treatment at a medical facility. Note: minor treatment such as eye-washing, cleansing, and bandaging; evaluation with no injury discovered; etc., will be evaluated on a case-by-case basis by a supervisor, and absent extenuating circumstances, may not be designated as serious bodily harm.

IV. RULES AND PROCEDURES

A. Equipment

1. Officers may carry and use only EHPD issued and approved impact weapons. Any impact weapon purchased by a member of the department must be of a type EHPD has authorized and approved.
 - a. The EHPD authorizes an expandable impact weapon
2. Officers shall carry an impact weapon when wearing their uniform in public. Impact weapons shall be carried in a holster or carrying device specifically issued for such purpose.

B. Use of the Impact Weapons

1. Officers may deploy impact weapons in response to active resistance. Officers may also use impact weapons to assist with restraining subjects or applying escort holds, consistent with EHPD training.
2. Officers must adhere to the progressive use of force theory to determine the degree of force that may be used. It is important to consider:
 - a. the severity of the crime involved;
 - b. the threat level encountered; and
 - c. the level of resistance by the subject.
3. Officers shall use only the minimum degree of objectively reasonable force necessary to gain control of the situation, in light of the circumstances present. Any use of impact weapons must comply with the East Hampton Police Department's Use of Force policies. Officers are reminded that use of force is only authorized when it is objectively reasonable and for lawful purposes. (See General Order 3.1 and the Use of Force Continuum contained therein).
4. A member is obligated to de-escalate his use of force as the subject's resistance decreases.
5. Officers should avoid raising an impact weapon above the level of the head of the subject.
6. Officers must avoid extreme levels of force which may cause serious bodily harm when striking a subject with an impact weapon, except when the circumstances justify using such force because of imminent danger of serious bodily harm and the member is acting in self-defense.

C. Body Areas Vulnerable to Impact Weapon Strikes with Less Likelihood of Causing Serious Bodily Harm

1. Impact weapons should be used in a manner consistent with training in order to cause the minimum possible harm, by contacting pressure points, nervous centers, and any other area where the bones are close to the skin, especially the limbs. (See Diagram 1)

D. Body Areas to be Avoided by Impact Weapon Strikes

1. The following are considered potentially fatal impact spots and should not be struck with an impact weapon unless lethal force is justified, consistent with Department policy and the law (See Diagram 1):

- a. Above the shoulders (any area of the head).
- b. Genital area
- c. Spinal area
- d. Solar plexus or celiac plexus (sternum, abdominal and cardiac trauma)

E. Verbal Commands

1. A verbal warning and time to allow the subject to comply must be given, prior to the use of an impact weapon, unless such warning would present a danger to the member or others.
2. Verbal commands before, during, and after the use of an impact weapon are important in order to de-escalate any situation and gain compliance and control of an actively resisting subject.

F. Training

1. It shall be the **policy** of the EHPD that all officers have access to the Departmental Impact Weapons policy and receive training as to its content prior to obtaining authorization to carry an impact weapon. Impact weapons may only be carried by officers who have satisfactorily completed this agency's approved training.
2. Refresher training and officer's ability to demonstrate proficiency will reoccur on an annual basis. Remedial training will be provided for officers failing to demonstrate proficiency.

G. Duty to Render Aid

1. An officer shall render aid and request an emergency medical service (EMS) response as soon as possible for any person who sustains an injury, complains of injury, or otherwise exhibits signs of medial distress including shortness of breath, altered mental status, or loss of consciousness.
2. An EMS response shall be requested for any person subjected to the use of an impact weapon

H. Reporting Responsibilities

1. Any member using an impact weapon, or witnessing the deployment of, to apprehend, control, or restrain a subject shall:

- a. Notify his shift supervisor, and
- b. Complete a Use of Force Report Form **and/or a supplemental report** as required by the Use of Force General Order, 3.1.

I. Responsibility of Supervisors

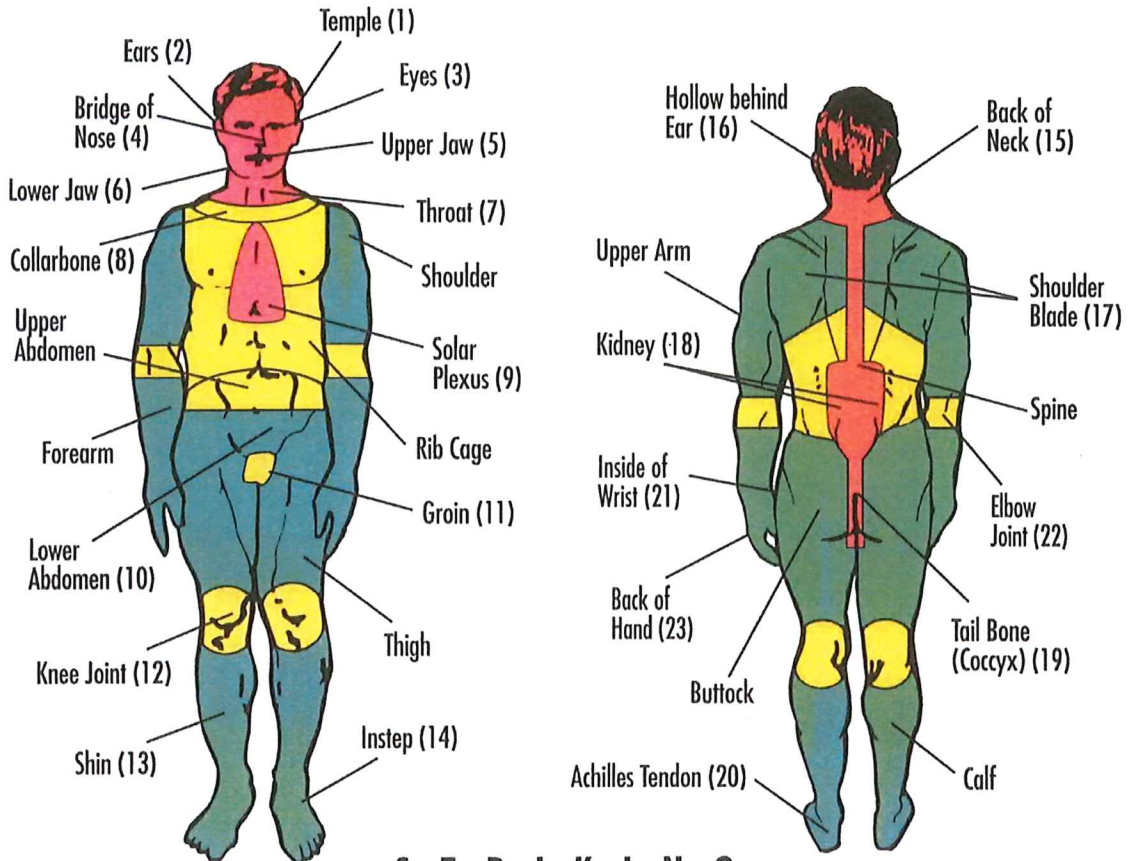
1. As outlined in the Reporting and Investigation Force General Order 3.5, a supervisor must respond to the scene of the incident and conduct an investigation when an impact weapon has been used on a subject.
2. **The Chief of Police shall conduct on an annual basis a review of all use of force incidents.**

Diagram 1



BATON CHART

Escalation Of Trauma By Vital And Vulnerable Striking Areas



STRIKING


GREEN TARGET AREAS	YELLOW TARGET AREAS	RED TARGET AREAS
<p>REASONING: Minimal level of resultant trauma. Injury tends to be temporary rather than long-lasting, however exceptions can occur.</p> <p>Except for the HEAD, NECK, and SPINE, the whole body is a Green Target Area for the application of baton blocking and restraint skills.</p>	<p>REASONING: Moderate to serious level of resultant trauma. Injury tends to be more long-lasting, but may also be temporary.</p>	<p>REASONING: Highest level of resultant trauma. Injury tends to range from serious to long-lasting rather than temporary and may include unconsciousness, serious bodily injury, shock or death.</p>

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EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 3.5 RULES OF CONDUCT

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

I. PURPOSE

The purpose of this policy is to provide officers and their supervisors with guidelines for reporting and investigating use of force incidents. In order to protect citizens and employees, the East Hampton Police Department (“Department” or “EHPD”) is committed to documenting and investigating use of force incidents.

II. POLICY

The authority to use force carries with it the need for accountability in order to safeguard the rights of the public and preserve the integrity of the EHPD, as well as the jurisdiction that provides this authority. As such, it is this Department’s policy that officers report ALL use of force incidents, as designated herein, in a timely, complete, and accurate manner, as prescribed by this policy. Any officer, who uses force, is a witness to a use of force incident, or who authorizes conduct leading to the use of force incident, shall not be allowed to conduct the review/investigation.

III. DEFINITIONS

Critical Firearm Discharge: When an EHPD officer discharges a firearm. Range and training discharges, and discharges at animals, are not included under this section.

Force: Any physical strike, or contact with an instrument, of a person; any intentional attempted physical strike or instrumental contact that does not take effect; or any significant physical contact that restricts the movement of a person. The term includes: aiming of a firearm, discharge of a firearm, use of chemical agents, use of impact weapons, use of a conducted electrical weapon (CEW), taking a subject to the ground, and any physical contact that includes control techniques. The term does not include escorting or handcuffing a person with minimal or no resistance. Use of force is lawful if it is *objectively reasonable* under the circumstances, and if the minimum amount of force that is necessary is used to effect an arrest, or protect the officer or other person.

Harm: Injury inflicted upon a person, whether visible or not.

Hard Hand Control: Impact oriented techniques that include knee strikes, elbow strikes, punches, and kicks. Control strikes are used to subdue a subject and include strikes to pressure points such as: the common peroneal nerve (side of the leg), radial nerve (top of the forearm), or brachial plexus origin (side of neck).

Deadly force: Any physical force that can reasonably be expected to cause death or serious physical injury. Officers must understand that lethal physical force is an extreme measure and shall only be used in accordance with the law.

Non-Deadly force: Any use of force not intended to cause, nor likely to cause, death or serious bodily harm.

Reportable Use of Force: All force used above non-resistant compliant handcuffing, with the exception of an incident involving drawing a firearm at low ready position. While it does not include unresisted (cooperative) handcuffing, it does include handcuffing individuals to objects.

Resisted Handcuffing: When a person actively resists being placed in handcuffs and the officers must use "soft hand controls" to gain compliance by forcibly moving the subject's wrists or arms, or to physically maneuver the subject's body so the handcuffs can be applied. The "resistance" may range from an active struggle to a person simply "locking" his/her arms to prevent compliant handcuffing. Conversely, "unresisting (cooperative) handcuffing" occurs whenever the subject complies with the officer's verbal commands and/or unresistingly allows the officers to position their arms in order to apply handcuffs, or the subject positions their arm as commanded for the application of handcuffs.

Serious bodily Injury: Injury that causes death or creates a substantial risk of death, permanent harm to health, disfigurement, permanent loss of functions by any organ in the body, or results in treatment at a medical facility. Note: minor treatment such as eye-washing, cleansing, and bandaging; evaluation with no injury discovered; etc., will be evaluated on a case-by-case basis by a supervisor, and absent extenuating circumstances, may not be designated as serious bodily harm.

Serious Use of Force: Any action by an officer that involves: 1) the use of deadly force, including all critical firearm discharges; 2) a use of force in which the person suffers serious bodily injury, or requires hospital admission; 3) a canine bite; and 4) the use of chemical spray or conducted electrical weapon against a restrained person.

Soft Hand Control: The use of physical strength and skill in defensive tactics to control arrestees that are reluctant to be taken into custody and offer some degree of physical resistance. Such techniques are not impact oriented and include pain compliance pressure points, takedowns, joint locks, and simply grabbing a subject. Touching or escort holds may be appropriate for use against levels of passive physical resistance.

Supervisor: A supervisor includes a Sergeant and above who is assigned responsibility for supervising officers.

Weapon: Any instrument, article or substance, including a vehicle, which, under the circumstances in which it is used, attempted to be used, or threatened to be used, is readily capable of causing death or other serious bodily injury.

IV. PROCEDURE

A. Responsibility for Reporting

1. Officers shall, as soon as possible, notify their shift supervisor of any Level 1 Reportable use of force. In all cases, the notification shall be made by the end of the officer's shift.
2. Officers shall immediately notify their shift supervisor following any Level 2 or 3 Reportable use of force.
3. Officers shall, immediately following all reportable use of force, complete a Use of Force Report Form.
4. The completed Use of Force Report Form shall be submitted to the shift supervisor prior to the officer completing his/her tour of duty. When completing the report, officers are also required to provide a written narrative statement of the event. The following additional procedures shall apply:
 - a. Each officer who uses force shall submit a separate written Use of Force Report. The officer must articulate, in specific detail, the facts and circumstances surrounding the force used.

- b. Any officer who witnesses a reportable use of force shall advise a shift supervisor, or appropriate commanding officer, and shall submit required reports.
 - c. If an officer uses force on more than one subject during the same event, a separate Use of Force Report Form shall be completed for each person subjected to a reportable use of force.
 - d. If an officer is unable to complete the report due to injury, the officer's immediate supervisor will complete it to the extent possible.
 - e. A reportable use of force shall be reviewed and investigated by a supervisor of a higher rank than the officer using force (the reporting officer).
5. All use of force reports shall specify the actions of the suspect that necessitated the use of force, the reasons why the officer(s) used force, as well as any suspect or officer complaints of injury, medical treatment received, or refusal of medical treatment.
 6. The arresting officer shall notify transporting officers if force was used on the arrestee or if the arrestee has an injury or complains of pain.
 7. Shift supervisors shall investigate and report any reportable use of force as directed in Section (C) of this policy.
 8. Any officer(s) who engages in or witnesses a reportable use of force, but fails to notify a shift supervisor and/or fails to complete the form as outlined by this policy, shall be subject to disciplinary action.
 9. A supervisor who uses force, authorizes the use of force, authorizes conduct leading to the use of force, or is a witness to the use of force shall not be allowed to conduct the investigation.
 10. Officers who are the subject of an allegation of excessive force shall immediately notify a shift supervisor to document the incident as a citizen complaint. The supervisor shall investigate the incident in accordance with applicable policies.

B. Force Levels

1. Level 1
 - a. A firearm is intentionally pointed at a person;

- b. A weaponless defense technique is applied to a vulnerable area, excluding strikes (e.g., hair grab, pressure to mastoid or jaw line; and shoulder muscle grab).
- c. ~~An on-duty firearm discharge to dispatch an injured animal; or~~
- d. A weaponless defense technique control hold is applied:
 - 1. Escort (elbow);
 - 2. Twist lock;
 - 3. Arm-bar; or
 - 4. Bent-wrist.

NOTE: Unresisting handcuffing is not considered a reportable use of force.

2. Level 2

- a. Chemical agent is applied to a person;
- b. The use of an CEW involving any of the following circumstances;
 - 1. When one or more probes impacts or penetrates the subject's clothing or skin;
 - 2. When the push stun arc touches the subject's clothing or skin; or
 - 3. A CEW is deployed at a person but misses.
- c. Any impact weapon, including specialty impact munitions, or any other instrument is used in an attempt to strike another person but **no contact is made**; or
- d. The impact weapon is used for a non-striking purpose (e.g., prying limbs, moving, or controlling a person);
- e. A weaponless defense technique, other than control holds, but excluding strikes to the head. Examples include:
 - 1. Hand/palm/elbow strikes;
 - 2. Kicks;
 - 3. Leg sweeps; and
 - 4. Takedowns.

- f. An on-duty firearm discharge at an animal, other than to dispatch an injured animal.
- g. Any strike to the head (except for an intentional strike with an impact weapon);
- h. Chokehold or neck restraint is applied that does not result in the loss of consciousness;
- i. Use of impact weapons, including specialty impact munitions or any other object, to strike a subject and **contact is made**, regardless of injury.
- j. A police canine bites the clothing or the skin of a subject, or otherwise injures a subject.
- k. Any use of force which results in injuries to the subject requiring emergency medical treatment (beyond first-aid) or hospital admittance.

Note: For the purposes of this order, an evaluation by a medical professional to assess a complaint of injury is not emergency medical treatment.

3. Level 3

- a. Any use of force resulting in death;
- b. Any critical firearm discharge regardless of injury;
- c. Any force which creates a substantial risk of causing death;
- d. Any force which causes serious bodily injuries as identified in this policy
- e. Any intentional impact weapon strike to the head.
- f. Any use of force investigation that is elevated to a Level 3 approved by a Sergeant.

C. Referral/Transport for Medical Attention

- 1. Arresting and transporting officers shall ask prisoners, against whom force was used, whether they are injured or ill.

2. A suspect shall be examined by a physician or qualified health care provider prior to interrogation or prisoner processing for purposes of detention when suffering from, or complaining of, injury or illness or when, among other instances, the individual:
 - a. is struck on the head or other body parts with an impact weapon or other hard object;
 - b. is restrained about the neck or throat;
 - c. is sprayed with a chemical agent;
 - d. is subject to a CEW application;
 - e. is struck with any non-lethal weapon projectile such as a CEW probe; or
 - f. is bitten by a police canine.
3. An injured prisoner shall not be admitted to, or held in, detention without being examined and released by a physician or qualified health care provider.
 - a. Whenever there is doubt concerning the need for medical attention, it should be resolved through examination of the subject by a physician or qualified health care provider.
 - b. Refusal of treatment shall be documented and verified by the officer s and attending physician or qualified health care provider.

D. Supervisory Responsibilities

1. General
 - a. The Supervisor, after being notified of a Level 2 or 3 use of force, shall immediately respond to the scene and conduct a preliminary investigation into the use of force. The supervisor, after being notified of a Level 3 use of force, will immediately notify the Chief of Police.
 - b. While at the scene of a Level 2 or 3 use of force, the supervisor shall visibly inspect the subject(s) for injury, interview the subject for complaints of pain, and ensure that the subject receives needed medical attention.
 - c. While at the scene of a Level 2 or 3 use of force, the Supervisor will photograph or videotape all claimed or visible injuries, and all areas where

the officer reports striking the subject. Photographs of the subject shall be taken even when there are no signs of injury.

- d. The Supervisor shall, within a reasonable amount of time after being notified of a reportable use of force, obtain a case number from Dispatch.
2. Level 1 Use of Force
 - a. When notified of a Level 1 use of force, the shift supervisor shall do the following:
 - (1) Document and review the officers Use of Force Report Form;
 - (2) Obtain, review, and sign the completed Use of Force Report Form from each officer prior to the end of the tour of duty;
 - (3) Evaluate the basis for the use of force and determine whether the officer's actions were within EHPD policies;
 - (4) Forward a copy of the signed completed Use of Force Report Form to the Chief prior to the end of the tour of duty.
 - b. The Chief shall review the Use of Force Report and the supervisor's findings and:
 - (1) if necessary, return the report to the shift supervisor to correct any identified deficiencies, or
 - (2) approve the report and forward to the Chief for filing within 15 calendar days.
 - c. The Chief may in his or her discretion return the Level 1 use of force investigation to the supervisor for further review and investigation.

3. Level 2 Use of Force

- a. When notified of a Level 2 use of force the supervisor will respond to the scene on a priority basis and shall do the following:
 - (1) document, as necessary, the scene of the incident;
 - (2) interview any physician or qualified health care provider concerning the injuries sustained and their consistency with uses of force reported;
 - (3) collect or cause to be collected all evidence of use of force;

- (4) identify and interview witnesses other than officers as appropriate;
 - (5) obtain, review, and sign the completed Use of Force Report Form from each officer s prior to the end of the tour of duty;
 - (6) forward a copy of the signed completed Use of Force Report Form to the shift supervisor Operations Lieutenant prior to the end of the tour of duty, **if at all possible**;
 - (7) Summarize his or her investigation and findings
- b. The Chief shall review supervisor's Level 2 reports/reviews within thirty (30) calendar days.
 - c. The Chief shall review all Level 2 Use of Force Investigations and findings made by the supervisor.
4. Level 3 Use of Force
- a. In cases involving a Level 3 or a serious use of force as defined by this policy, the supervisor shall:
 - (1) immediately respond to and secure the scene;
 - (2) insure that officers and citizens receive appropriate medical attention;
 - (3) notify the dispatch that an officer has been involved in a confirmed Level 3 use of force;
 - (4) document, as necessary, the scene of the incident;
 - (5) secure, or cause to be secured, all evidence of use of force for appropriate processing by the investigative units;
 - (6) identify witnesses, both officer and civilian, and insure that they are segregated for interview by investigating units;
 - (7) As soon as possible, secure the weapon(s) used by the involved officer(s)
 - b. Dispatch will immediately notify the Chief of Police or his designee. The Chief of Police will initiate an Internal Affairs investigation to determine whether the officer(s) followed EHPD policy.

- c. The Investigation shall be conducted consistent with the approved Level 3 investigation protocol attached to this policy as Appendix A, and in compliance with Conn. Gen. Stat. §51-277a.

E. Sergeant Responsibilities

1. Ensure that the supervisors respond to the scenes of reportable use of force as required.
2. Review Use of Force investigations submitted by the immediate supervisor, and:
 - a. Verify that all applicable Use of Force Report Forms and accompanying paperwork were submitted within the specified timelines;
 - b. Ensure that the Use of Force Report Forms and accompanying paperwork were reviewed and signed by the immediate supervisor; and
 - c. Verify that the use of force is reported accurately and completely, and that all information concerning the incident/arrest is consistent in all reports.
 - 1) Where there are discrepancies between the reports, or the Supervisor determines that further investigation is required, he/she shall return the investigation to the appropriate supervisor for corrections, clarification, and additional investigative steps as needed.
3. Once the investigation is approved, determine the disposition for each allegation of use of force:
 - a. Justified, Within Department Policy – a use of force is determined to be justified, and during the course of the incident the subject officers did not violate an EHPD policy.
 - b. Justified, Policy Violation – a use of force is determined to be justified, but during the course of the incident the subject officers violated an EHPD policy;
 - c. Justified, Training Opportunity – a use of force is determined to be justified, no EHPD policy violations occurred, but the investigation revealed tactical error(s) that could be addressed through non-disciplinary, tactical improvement training; or

- d. Not Justified, Not within Department Policy – a use of force is determined to be not justified, and during the course of the incident the subject officer violated EHPD policy.
4. The Sergeant shall submit findings and conclusions to the Chief within fifteen (15) working days after receipt of the investigative case file from the investigating supervisor.
5. The Chief shall hold supervisors accountable for the quality of their performance reviews and investigations.
6. Appropriate non-disciplinary corrective action and/or disciplinary action will be taken when a supervisor fails to conduct a timely and thorough investigation, neglects to recommend appropriate corrective action, or neglects to implement appropriate corrective action.

F. Raid and Warrant Situations

1. Each officer who uses force will fill out a separate reportable use of force report form including pointing of firearms at subjects during raids, or execution of search and/or arrest warrants.
 - a. Officers are advised that the reportable use of force report does not take the place or substitute for the completion of a Incident Report. An incident report should be prepared and the incident report number must be included in the Use of Force Report Form.
 - b. The use of force investigations shall be conducted in accordance with and pursuant to applicable EHPD policies.

G. Training

1. The EHPD shall coordinate and review all use of force policies and training to ensure quality, consistency, and compliance with applicable law and EHPD policy. EHPD shall provide the appropriate training that will enhance the abilities of supervisors to conduct effective, complete, and thorough use of force investigations.

H. Reporting of Use of Force

All reportable use of force incidents will be reported in accordance with General Order 3.1, Use of Force. Additionally, the collection, maintenance, and reporting of data to the Federal Government on all officer-involved shootings, whether fatal or nonfatal, as well as any in custody death shall be reported to the U.S. Department of Justice through

the Federal Bureau of Investigation's (FBI) Uniform Crime Reporting System. This reporting will be completed by the chief of police or his/her designee.

Appendix A**INVESTIGATION OF LEVEL 3 OFFICER-INVOLVED DEADLY FORCE INCIDENTS INCLUDING IN-CUSTODY DEATHS.****INTRODUCTION**

This procedure establishes responsibilities and duties concerning the investigation into the use of deadly force incidents, in which serious bodily injury occurs. This includes, but is not limited to, the use of firearms. If the actions of an officer are in question, the investigative procedures used, coupled with the subsequent adjudication process, are the most important elements in maintaining the confidence of the public and employees. Conn. Gen. Stat. § 51-277a governs the investigation of an officer's deadly force application which results in the death of a subject.

A. Responsibilities and Duties of Involved Officer

1. When deadly force is used and results in an injury, upon first opportunity after the scene is secured, the officer shall immediately:
 - a. When a firearm is involved, holster the weapon, without unloading, or reloading it;
 - b. Determine the physical condition of any injured person and render first aid;
 - c. Request emergency medical aid;
 - d. Notify Glastonbury Dispatch of the incident and location; and
 - e. Detain all witnesses.
2. Unless injured, the officer will remain at the scene until the arrival of the appropriate investigators. However, if the circumstances are such that the continued presence of the officer at the scene might cause a more hazardous situation to develop (e.g., violent crowd), the Shift Supervisor at the scene shall have the authority to instruct the officer to move to another, more appropriate location.
3. The officer shall protect his/her weapon for examination and submit it to the appropriate supervisor or investigator. When a weapon is taken from an officer it will be replaced by supervisors as soon as practicable.

4. The officer shall prepare a detailed report of the incident and be interviewed not less than 48 hours after the Level 3 use of force.
5. The officer shall not discuss the case with anyone except:
 - a. Supervisors and assigned investigative personnel;
 - b. His attorney; and/or
 - c. Mental health professional.
6. Once Glastonbury Dispatch is notified, it shall:
 - a. Dispatch requested medical aid;
 - b. Notify the on-duty patrol shift supervisor; and
 - c. Notify the Sergeant, or in his/her absence, the Chief.

B. Shift Supervisor

1. The shift supervisor shall:
 - a. Proceed immediately to the scene;
 - b. Secure the scene;
 - c. Notify the State Attorney's Office
 - d. Attempt to obtain and document a Public Safety Statement from the involved officer, to include:
 - (1) A verbal account from involved personnel to help determine the general circumstances of the incident;
 - (2) Assess the need for resources and notifications;
 - (3) Help set the perimeter;
 - (4) Locate injured persons;
 - (5) Determine the nature of the evidence to seek;
 - (6) Identify the number of suspects involved;

- (7) Identify the number of suspects outstanding; and
 - (8) The number and direction of shots fired, if any.
- b. Ensure a Crime Scene Security Log is maintained to record the time and identifying information of all persons entering and exiting the scene, unless relieved by the investigating agency, to include:
- (1) Department personnel;
 - (2) Medical personnel;
 - (3) Fire Department personnel; and
 - (4) Other persons.
- c. Conduct a preliminary field investigation;
- d. Conduct a reasonable canvas in an effort to identify and obtain statements from witnesses in the proximity of the use of force incident;
- e. Coordinate the preliminary investigation with the outside Investigators and Internal Affairs investigators, to include but not limited to:
- (1) Identifying involved and witness personnel;
 - (2) Ensure all officers complete necessary reports ;
 - (3) Ensuring the preservation of evidence;
 - (4) Identifying other witnesses in accordance with the provisions of Section C; and
 - (5) Assisting investigators to ensure statements are taken.
- f. Assist the involved officer (s); and
- g. Submit a detailed written report of the results of preliminary investigation to the Chief of Police.

C. Officers Who Witness Level 3 Use of Force:

1. Shall not discuss their observation with anyone except the first responding supervisors or investigators.
2. Witness officers can be ordered to provide a statement and detailed report of their observations.

D. Investigative Responsibility:

1. Investigations of deadly force incidents in which injury occurs will require a State Police investigation. The Chief of Police will initiate an Internal Affairs Investigation and assign an investigator.
2. Investigations of deadly force incidents in which death occurs will be supervised by the Division of Criminal Justice pursuant to Conn. Gen. Stat. 51-277a.
3. The Connecticut State Police and the Forensic Laboratory will be notified in accordance with requirements.

E. Treatment of Officer:

1. In every instance in which an officer uses deadly force, where such use results in death or serious bodily injury to another person, the officer will be immediately relieved of normal duty.
2. The officer shall be available at all times after the incident and available for official interviews and statements regarding the case. The officer shall be subject to recall to normal duty at any time after the preliminary investigation.
3. Assignment to a "relieved of normal duty" status shall be non-disciplinary, with no loss of pay or benefits.
4. Relief from normal duty (the officer may be assigned administrative duties) serves two purposes:
 - a. To address the personal and emotional needs of an officer involved in the use of deadly force in which injury or death occurs; and
 - b. To assure the community that all the facts surrounding such incidents are fully and professionally explored and verified.

5. If the preliminary investigation discloses a question about the officer's actions regarding the incident, then the appropriate guidelines regarding the rights of the accused will be followed.

F. Chief's Responsibility


1. Shall respond to the scene and take command of the incident.
2. Monitor the incident to ensure good scene management and ensure the assigned supervisor coordinates and assists with a thorough and proper preliminary investigation.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.1

PATROL FUNCTIONS

SUBJECT: PATROL - ADMINISTRATION		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / / \
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this General Order is to establish guidelines and procedures that will govern the East Hampton Police Department's ("EHPD" or "Department") procedures related to the administration of the patrol function.

II. POLICY

It is the policy of the East Hampton Police Department to provide guidelines for the administration of the patrol function, including provisions for continuous patrol coverage, procedures for shifts assignments, roll call briefings, and the use of special purpose vehicles. The primary functions and responsibilities of the Patrol function include:

- Preventive patrol, including activity oriented toward the detection and prevention of crimes and traffic collisions, the apprehension of criminal offenders, the maintenance of public order, and the discovery of hazards and other factors that threaten the public's safety.
- Proactive patrol, including selective enforcement activities and a community-oriented problem-solving approach to crime and quality of life issues.
- Response to requests for services from members of the public.
- Investigation of crimes, offenses, and other incidents and conditions.
- Traffic direction and control.

- Development of relationships between citizens and the Department.

III. PROCEDURES

A. Continuous Patrol Coverage

In order to be responsive to the community in the delivery of quality police services, the Town of East Hampton, through the East Hampton Police Department, provides 24-hour, 7-day-a-week police service to its residents. In addition, mutual aid is available from other local and state law enforcement agencies to insure uninterrupted police service. The Department accomplishes this continuous coverage as follows:

1. Shift: This term refers to the individual 8.5 -hour patrol work unit. There are three patrol watches as follows:
 - 1st Shift (2400 – 0830 hours)
 - 2nd Shift (0800 – 1630 hours)
 - 3rd Shift (1600 – 0030 hours)

2. Meal Periods

It is the responsibility of the Shift Sergeant **or Officer in Charge (OIC)** to ensure that officers be given a reasonable opportunity to eat meals. Generally, one officer must be on duty at all times while other officers are on a meal period at a given time, unless modified by the Shift Sergeant **or OIC** depending upon the circumstances such as call load and manpower levels, as long as it does not interfere with the efficient and effective operation of the watch and patrol coverage. The following additional guidelines are established for meal periods:

- (1) The meal period shall last no longer than thirty (30) minutes, plus travel time.
- (2) The Shift Sergeant **or OIC** shall schedule meal periods for the shift's efficient operation.
- (3) In rare or emergency situations, call load, and other demands upon the shift may require that officers' meal periods may have to be cut short or canceled entirely.
- (4) The congregation of three or more uniformed officers eating together at a commercial establishment in the Town limits is not to be routinely permitted. The Shift Sergeant **or OIC** may permit this only for personnel assigned to the FTO process; training; and other special assignments.

- (5) Officers who reside within the Town limits may eat at their residence subject to the above restrictions.
- (6) All sworn personnel shall not be permitted to eat at locations outside the Town limits unless approved by their Supervisor. Those exceptions will be limited to duty-related situations such as, going out of Town for an extended **period** of time for a prisoner transport/pick-up, investigation that require the officer's presence outside of the Town during the meal periods, court, training, and meetings etc.
- (7) Personnel shall not eat at a commercial establishment that by reputation or theme is not consistent with the values and mission of this Department while on duty. Establishments whose primary business is the sale of alcoholic beverages are not approved for meal periods.

B. Patrol Shifts

1. Assignment to Patrol Shifts

Assignments to Patrol shifts are determined by the Seniority provisions of the *Collective Bargaining Agreement*. In choosing duty and shift assignments, individuals are also encouraged to take the following factors into consideration:

- (1) The preference of the employee
- (2) The officer's specialized training skills and other operational needs
- (3) The officer's interest in pursuing higher education
- (4) Any personal issues

According to timetables established by the *Collective Bargaining Agreement*, the Department will solicit the input of all personnel on their work shift preferences for the upcoming period. As a result of this bidding process, the Department shall finalize and post duty and shift assignments for the following period. This tentative work schedule will be issued to all personnel according to guidelines established by the *CBA*.

2. Frequency of Shift Rotation

Patrol shifts will generally last for a period of six (6) months for all permanent employees. Employees will be able to bid to another shift on a bi-annual basis, according to their seniority. **Probationary patrol officers, upon completion of their Field Training and Evaluation Program, will be assigned to work a one-month rotation of days and evenings for no longer than four months. After that period**

the probationary police officer will be put into the bid process, based upon his/her bid request and seniority. This will permit the employee to work all three shifts during their probationary period. Probationary Patrol Officers shall be assigned to a 4-month rotation that permits each employee to work on all three shifts during their probationary period, when practical.

C. Assigning Officers to Service Areas/Beats

Officers will be assigned to service areas/neighborhoods by their Shift Sergeant or OIC in order to affix accountability for providing law enforcement services within that area. The area assignments for each day will be given to Glastonbury Dispatch to be either be entered onto a manual *Roll Call Sheet* and a copy given to the Communications Center, or entered into the computerized CAD system.

D. Frequency of Service Area/Beat Rotation

Normally, assignments shall be determined by a Shift Sergeant or OIC.

E. Determining Days Off

Employees working a 4 and 2 schedule will receive rotating days off. Employees working a 5 and 2 schedule will have weekends off. Days off may be modified by the granting of the following, subject to workload and staffing requirements and the guidelines of the *Collective Bargaining Agreement*, including:

1. Vacation or comp-time leave
2. A mutual swap with another employee
3. A change of days off by the employee

F. Patrol Shift Briefings

1. Responsibility and Preparation

Patrol Shift Sergeants or OIC's are responsible for the briefing process. Prior to the end of the duty shift, the on-duty Shift Sergeant is responsible for the preparation of materials necessary to brief the on-coming Shift Sergeant. A folder clipboard is maintained for additional information for the briefing process, such as internal memos, warrant information, and other miscellaneous information. The out-going Shift Sergeant or OIC shall also verbally brief the on-coming Shift Sergeant or OIC Senior Patrol Officer of important issues.

2. Patrol Briefings

Patrol shift briefings, also known as Roll Call, should accomplish at a minimum, nine eight basic tasks:

- a. Briefing officers with information regarding daily patrol activity, with

particular attention given to:

- (1) A recap of recent serious crimes, including crimes that appear to be part of a pattern or appear to be related to a trend.
 - (2) Serious traffic violations and accidents where the on-coming shift is expected to monitor traffic flow and patterns.
 - (3) Assignment of follow-up investigations by Supervisors.
 - (4) Recently issued warrants and advisories, BOLOs, and changes in the status of wanted persons, stolen vehicles, and major investigations.
- b. Notifying officers of changes in schedules and assignments, overtime availability, and extra-duty employment.
 - c. Notifying officers of new or modified directives and other important information and announcements.
 - d. Evaluating officer readiness to assume patrol, and uniform and personal appearance.
 - e. Notifying officers of service area/beat assignments and special assignments.
 - f. Notifying officers of actual and/or potential police hazards and other unusual situations.
 - g. **Notifying officers of any prisoners currently being held in our booking/cell block area and any special needs the prisoner may have.**
 - h. Briefing officers on information regarding relevant community-based initiatives.
 - i. Discussion of training information as needed.

3. Conduct of Roll Call

Briefings will be held promptly at the start of each primary work shift and are to be conducted as quickly as possible with only essential information related to the officers. Under general circumstances, the roll call briefing may last up to 20 minutes.

All on-coming patrol personnel are to be in the briefing room in full duty gear and prepared to receive the briefing promptly by no later than their respective start

times. Officers working outside of the regular briefing period can report directly to the **Patrol Shift Sergeant or OIC** ~~Operations Center~~ for their briefing and assignments.

Briefings are to be conducted in an orderly and efficient fashion and should not be interrupted by unnecessary phone calls, visitors, etc. Dispatchers are to take phone messages when appropriate. If priority calls are received during roll call and there is no overlap unit available, the Dispatcher will inform the Shift Sergeant **or OIC** who will determine if units need to be dispatched from roll call.

Officers will be familiar with notices posted on the bulletin boards, information on the blackboards, and current information on various pass-on books as well as checking their mailboxes as a part of the briefing procedure. During the shift, **department email shall be checked as well as their voicemails, which are kept in two different locations. One system is in-house and the other is located within the Glastonbury Dispatch Center.** ~~email should be checked at an available workstation.~~

4. Officers Going Off-Duty

Officers who are assigned to patrol duties will normally remain on patrol, in service, until 20-30 minutes prior to the end of their tour of duty. Upon returning to the station, they shall:

- a. Ensure their vehicle is operationally ready for the next officer, including:
 - (1) Refueling their vehicle if they haven't already done so;
 - (2) Cleaning out the interior of the vehicle of any personal articles, equipment, and sundries;
 - (3) Parking the vehicle in a designated location;
- b. Returning any equipment to its proper location, such as radar units, weapons, etc.
- c. Submitting any reports, statements, forms, etc. to a Shift Supervisor
- d. Perform any other duties and/or assignments as directed

Employees going off duty shall remain on duty, in the vicinity of Roll Call, up to the end of their tour of duty, unless excused earlier by the oncoming Shift Sergeant **or OIC** if it is determined that all on-coming personnel are present for duty. ~~Out-going employees who need to put gear away in the armory after the start of Roll Call shall do so in a manner that does not disrupt the briefing.~~

G. Special Purpose Vehicles

The East Hampton Police Department uses various special-purpose vehicles, including:

1. Four-Wheel Drive Vehicles/SUV Mobile Command Unit
2. Boat
3. **Personal Watercraft (Jet ski or WaveRunner)**

In addition to any applicable provisions of the *Collective Bargaining Agreement*, the operation of each of these vehicles and/or activities will include, at a minimum, provisions for the following:

1. A statement of the objectives of their operation or usage;
2. Instructions, conditions, and limitations of usage;
3. Authorization for use in various situations;
4. Qualifications and training for personnel assigned to operate the vehicle, if agency owned;
5. Designation of the person or position responsible for the condition and maintenance of the vehicle, if agency owned;
6. A listing of equipment, if any, to be kept in or on the vehicle, if agency owned;
7. A listing of persons or positions authorized to operate the vehicle and its equipment, if agency owned;

H. Police 4-Wheel Drive Vehicles

1. Objectives of the Use and Operation of 4-Wheel Drive Vehicles:

The Department utilizes 4-wheel drive vehicles as part of its patrol fleet. These vehicles are used and equipped for a variety of purposes, including:

- a. Shift Supervisors
 - b. Traffic Collision Investigation
 - c. Traffic Enforcement, including DUI enforcement
 - d. Patrol Officers, particularly during snowstorms
 - e. Other purposes as determined by the Shift **Supervisor Lieutenants**
2. Instructions, conditions, and limitations of usage:

4-wheel drive vehicles are used for general patrol purposes as well as specialized purposes as described above. They can also be used as a general transportation vehicle, as needed, and transporting personnel to and from training. These vehicles shall be marked and equipped with

sirens and emergency warning lights, similar to patrol vehicles.

3. Authorization for use:

Supervisors can authorize the use of 4-wheel drive vehicles.

4. Qualifications and training:

4-wheel drive vehicles that are designed and equipped with special equipment shall be restricted to persons who are trained and authorized to use such equipment, as determined by the Chief of Police.

5. Responsibility for the condition, maintenance, and/or care:

Users of 4-wheel drive vehicles are responsible for the overall care and maintenance of these vehicles and any special equipment.

6. Equipment, if any, to be kept in or on the vehicle:

At a minimum, 4-wheel drive vehicles shall contain the following equipment:

- a. Radio **or portable**, siren, and emergency warning lights
- b. Laptop computer **(if used for routine patrol)**
- c. Fire extinguisher
- d. Special purpose equipment, when applicable

7. A listing of persons or positions authorized to operate the vehicle and its equipment:

All sworn officers are permitted to operate 4-wheel drive vehicles, when authorized by a Supervisor.

I. Personal Watercraft (PWC)

1. Objectives of the Use and Operation of PWC:

The Department may utilize PWC to supplement its patrol fleet. PWC are used and equipped for a variety of purposes, including:

a. Patrol of Lake Pocotopaug and the Connecticut River

b. Water rescues, particularly during hurricanes or storms

2. Instructions, conditions, and limitations of usage:

PWC are used to supplement the Department's patrol fleet and are used for special purposes as described above. They can be used during storms for high water rescue, patrol bodies of water to ensure compliance with U.S. Coast Guard Safety Requirements, and for general enforcement of Connecticut General Statutes that apply to boats and PWC. PWC shall be marked and equipped with emergency warning lights and a siren or other audible warning device if appropriate.

3. Authorization for use:

Supervisors can authorize the use of PWC

4. Qualifications and Training:

The operation of PWC shall be restricted to those persons who have obtained a PWC license, have received training in their operation and authorized to use such equipment, as determined by the Chief of Police.

5. Responsibility for the condition, maintenance, and/or care:

Users of PWC are responsible for the overall care and maintenance of these vehicles and any special equipment.

6. Equipment, if any, to be kept in/on or near the vehicle:

At a minimum, PWC vehicles shall contain the following equipment:

- a. PWC operator will have a portable radio
- b. Emergency warning lights and audible warning device if appropriate
- c. Fire extinguisher
- d. Rescue sled which will be kept on the trailer used to launch the PWC


7. A listing of persons or positions authorized to operate PWC and its equipment:

All sworn officers who have obtained a PWC license are permitted to operate a PWC, when authorized by a Supervisor.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.7 PATROL FUNCTIONS

SUBJECT: ARREST PROCESSING		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

The purpose of this policy is to establish the responsibility and standards for arrest processing by the East Hampton Police Department (“EHPD” or “Department”).

II. POLICY

It is East Hampton Police Department policy to process those persons so accused of committing a crime or violation without unnecessary delay, and to determine qualifications for release as soon as possible.

III. DEFINITIONS

Arrestee: A person taken into custody by an East Hampton Police Officer, with or without a warrant.

Booking: A procedure for admitting a person charged with an offense to the EHPD holding facility, including searching, fingerprinting, photographing, medical screening, collecting personal history data, and inventorying and storing a person’s property.

Contraband: Any item that is illegal to possess, to include items that are not permitted within a holding facility because of their possible use to disrupt security measures within the facility.

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 Department personnel and whose freedom of movement is at the will of agency personnel.

Disabled Detainee: A detainee with an anatomical, physiological, or mental impairment that hinders mobility.

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: Pre-booking and booking activities involving detainees in custody, after which detainees may either be released from the custody of or held by EHPD.

Restraining Devices: Equipment used to restrain the movement of the prisoner, such as handcuffs, flex-cuffs, waist chains, ankle chains, restraining straps, **strait jackets**, or tie-downs **for** stretchers.

Strip Search: A strip search is defined in Connecticut General Statutes Section 54-33k as having an arrested person remove or arrange some or all of his or her clothing, or, if an arrested person refuses to remove or arrange his or her clothing, having a peace officer or employee of the police department remove or arrange the clothing of the arrested person so as to permit a visual inspection of the genitals, buttocks, anus, female breasts, or undergarments used to clothe said anatomical parts of the body.

IV. PROCEDURES

A. Detainee Search Procedures

1. Booking personnel shall conduct a systematic, thorough, and complete search of all arrested individuals in the custody of EHPD. Personnel will wear protective gloves when conducting a search in order to prevent exposure or injury due to the possible presence of bloodborne pathogens, needles, syringes, and other "sharps". Custody searches will be conducted without removing all detainee clothing. Strip and/or Body Cavity searches will only be **conducted pursuant to EHPD General Order 1.7.**

B. Inventory and Storage of Prisoner Property

1. Every custody search will include an itemized inventory of the property taken from all detainees at the time of booking. The inventory shall be recorded on a EHPD Prisoner Property Form. Containers, packages, pill boxes, etc., will be inspected and opened. The contents of any container or package will be documented on the Prisoner Property Form. The form shall indicate which items, if any, may be retained by the detainee, and which may not. All contraband will be seized and logged into evidence at the time of booking. Contraband will not be returned to any detainee upon release. If the detainee refuses to sign for the inventory, then it should be so noted and witnessed. This form shall remain in the locker with the prisoner's personal belongings. Each prisoner's personal property shall be securely stored separate from other prisoners' personal property.

C. Identification of Detainees

1. There shall be a positive identification made of each person brought into the custody of EHPD. The identity of individuals turning over an arrestee to EHPD, and their authority to do so, will be verified and documented in the narrative report. Personnel assigned to handle the transportation and/or processing of the incoming detainee shall confirm identification of the detainee by checking the identity of the individual against the descriptions contained in the arrest or booking report, including the use of photographs and fingerprints, if necessary, to secure a positive identification.

D. Prisoner Interview and Booking

1. The prisoner will be interviewed by the processing officer. The prisoner interview and booking requires completion of the following:
 - a. An interview of the prisoner and **completion of the booking process by utilizing the NexGen records management system.** ~~completion of the East Hampton Police Department personal history form, by the processing officer.~~
 - b. ~~Completion of the State Uniform Arrest Report, # JD-CR 21, or MSC for motor vehicle charges, by the processing officer, which the prisoner will sign prior to release.~~ **Completion of a Misdemeanor Motor Vehicle Summons Complaint for motor vehicle charges**
 - c. ~~Signing of two (2) FBI fingerprint cards, FD 249, by the prisoner and the processing officer.~~
 - d. Suicide Prevention Form, **Judicial Marshal Services Prisoner Behavior Report** ~~Marshall Detainee Behavior Questionnaire, JD-MS-5 (Rev 3/2015) if the prisoner is unable to make bond.~~ **New 6-06**

E. Multiple Arrests and Group Holding

1. In order to ensure officer and detainee safety, only one individual at a time will be processed/booked. Under normal situations, there shall be only one detainee placed in **the temporary holding a jail** cell while awaiting processing. When the need arises for group arrests and the processing of multiple prisoners, the shift supervisor may authorize one of the following options if necessary:
 - a. Use of the **temporary holding cell and all other cells.** ~~group holding room and all temporary holding rooms.~~
 - b. Temporary detention at a state or neighboring local law enforcement agency

- c. Placing more than one arrestee in a single cell, provided that adults are not mixed with juveniles, males and females are kept separate, and combative or suicidal detainees are kept separate. **Under normal situations juveniles will not be held in the booking/cell block area unless they are being treated as an adult.**

F. Fingerprinting and Photographing Arrestees

1. Fingerprinting

- a. Prior to fingerprinting, the processing officer will place protective examination gloves on both hands. The wearing of the gloves will protect the officer from coming in contact with communicable diseases.
- b. The processing officer shall remove the prisoner from the **temporary holding cell cell/processing cage** once the booking interview is completed. The prisoner will then be fingerprinted using the **Idemia LiveScan system. Livescan/AFIS system.** When **the Idemia LiveScan system AFIS** is not operational, the following fingerprint cards will be utilized:

Uniform Arrest Report, JD-CR-21

Two (2) FBI fingerprint cards, FD249

Final Disposition Report, R-84

Palm Print Card

The completed fingerprint cards will become part of the incident report, to be reviewed by the on-duty supervisor.

2. Photographing

- a. The East Hampton Police Department will photograph each prisoner using the digital camera, which is connected to the department's **NexGen records management system. on line booking system.** Once the prisoner has been fingerprinted and photographed, he/she will be secured in the appropriate cell, if release is not possible.

G. Off Site Arrests

1. East Hampton Police Officers are often required to process an arrest outside the East Hampton Police Department building; at the scene of an incident, at court, or at another police facility. Individuals arrested off site shall be afforded the same constitutional rights as those processed within the East Hampton Police **Department** building. When possible, arresting officers will

follow the same arrest procedures as those used within the East Hampton Police building, taking into consideration the policies and procedures of the agency where a prisoner is being held and processed.

H. Bond

1. A prisoner is guaranteed reasonable bail under the Eighth Amendment of the United States Constitution, "Excessive bail may not be required, nor excessive fines imposed, nor cruel and unusual punishments inflicted." The on-duty supervisor shall have the authority to set a reasonable bond for the arrestee or to release the prisoner on a Written Promise to Appear. The supervisor will comply with Connecticut General Statutes § 54-63c, Release by Law Enforcement Officer. In the event that the arrestee cannot make bail, the on-duty supervisor shall contact a bail commissioner promptly per Connecticut General Statutes § 54-63c(a). All prisoners will be presented at court at the next court date after their arrest in compliance with Connecticut General Statutes § 54-1g.
2. Within 48 hours following an arrest, prisoners detained on a warrantless arrest shall be presented in court or the case shall be presented before an administrative judge for a determination of probable cause.

I. Identification of Detainee Prior to Release

1. There shall be a positive identification of each arrestee prior to release or transportation to another facility. Personnel assigned to handle the release or transportation shall confirm identification of the detainee by checking the identity of the individual against the description contained in the arrest/booking report, including the use of photographs, if necessary, to secure a positive identification.

J. Return of Detainee Property Upon Release

1. Personnel who are assigned to take prisoners out of any holding area for release shall review the *Prisoner's Personal Property Form* with the prisoner to verify that all his/her belongings are present, prior to the transport or release. The prisoner shall sign his/her name and date the form, in the prescribed locations. The form shall be made part of the police report. A Supervisor shall be immediately notified if any discrepancies are discovered, or if the prisoner alleges personal property is missing or damaged.
2. If the prisoner is being released to another police agency, or the State Marshal, the receiving officer will be given a copy of the prisoner's identification, suicide screening form, medical concerns, or security hazards. The receiving officer will sign for the prisoner.

3. Upon release from the East Hampton Police Department, the detention officer shall note the time of release on the prisoner card. The prisoner card shall then be added to the incident report.

K. Electronic Recording of Custodial Interrogations

Custodial interviews and interrogations will be conducted in accordance with General Order 6.2. Pursuant to Connecticut General Statute (C.G.S.) 54-1o, the East Hampton Police Department shall electronically record any oral, written, or sign language statement made as a result of a custodial interrogation at a place of detention for a person under investigation for, or accused of, any of the following: (a) Capital Felony, (b) Class A Felony, (c) Class B Felony, and (d) any violation of this policy might result in the person's statement being inadmissible in a court of law.

1. General Guidelines:

- a. The Chief of Police or his/her designee shall designate rooms to be used for interviews, and ensure the rooms are suitably equipped to adequately capture electronic audio/visual recordings to meet standards set by the Connecticut State's Attorney's Office.
- b. Persons under investigation for, or accused of, a capital felony or a class A or B felony and subject to custodial interrogation shall be interviewed in a room suited to electronic recording of video and audio of the interview.
- c. In order that such interviews will be admissible as evidence against the subject in a criminal proceeding, a recording of the interview must be substantially accurate and not intentionally altered.
- d. Nothing in this order precludes the electronic recording of other interviews and interrogations.
- e. Officers will receive department training for the proper use of recording equipment, be familiar with and adhere to current Connecticut and United States court decisions and constitutional law governing interviews.

2. Exceptions-This order does not apply to:

- a. A statement made during a custodial interrogation that was not recorded because electronic recording was reasonably not feasible;
- b. A voluntary statement, whether or not the result of a custodial interrogation, that has a bearing on the credibility of the person as a witness;

- c. A spontaneous statement that is not made in response to a question;
- d. A statement made after questioning that is routinely asked during the processing of the arrest of the person;
- e. A statement made during a custodial interrogation by a person who states, prior to the interrogation, that he/she will only respond to the interrogator's questions if an electronic recording is not made of the interrogation. However, an electronic recording **must** be made of such a request and the person's agreement to respond to the interrogator's question once the recording is off;
- f. A statement made during a custodial interrogation that is conducted out of state;
- g. Any other statement that may be admissible under law.

3. Retention

- a. All electronic recordings shall be preserved until such time as the person's conviction for any offense related to the statement is final and all appeals are exhausted.
- b. Pursuant to C.G.S. 54-1o any electronic recording of any statement made by a person at a custodial interrogation that is made by any law enforcement agency under this section shall be confidential and not subject to disclosure under the Freedom of Information Act, as defined in section 1-200, and the information shall not be transmitted to any person except as needed to comply with this section.

L. Release Without Charges

- 1. If someone is arrested based on the reasonable belief of an officer at the time, but further investigation or additional information reveals that sufficient probable cause no longer exists, the Chief of Police or his/her designee will be immediately notified. The Chief of Police or his/her designee will ensure the Chief State's Attorney at Middletown Superior Court (GA9) is notified.
- 2. Once this situation is determined the supervisor must cause the arrested individual to be released immediately and:
 - a. Inform the person that he or she does not have to appear in court;
 - b. Not require the person to sign a promise to appear form: and

- c. Will not submit a Uniform Arrest Report (UAR) to the court.
3. The arresting officer(s) shall request a case number from the Department's records management system and complete an incident report describing, in detail all the facts and circumstances concerning the arrest and subsequent release of the individual.
4. The shift supervisor will prepare a supplemental investigation report.
5. All completed reports shall be forwarded to the Chief of Police or his/her designee. The Chief of Police or his/her designee will ensure the Town Manager is notified as well as the town attorney.
6. A copy of the arrest report, which includes the reason for the release, will be submitted to the State's Attorney's Office at Middletown Superior Court (GA9).

K. Supervisor Responsibility

The on-duty supervisor is responsible for ensuring that all necessary paperwork is fully and properly completed and that all established arrest processing procedures have been followed prior to allowing the detainee to be released.

East Hampton Police Department
Prisoner Property Form



EHPD Case Number _____

Date of Arrest _____

The following items were removed from the person of (prisoner name) _____
pursuant to their arrest. All contraband will be seized and logged into evidence at the time of processing and
will not be returned to any prisoner upon his/her release:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____
- 8) _____
- 9) _____
- 10) _____

Also removed from the prisoner was a sum of money in the amount of \$ _____
The money was comprised of the following bills ___\$100 / ___\$50 / ___\$20 / ___\$10 / ___\$5 / ___\$1 / ___cents

The money was counted and attested to by Officer _____
The money was counted and attested to by Officer _____

I have reviewed the aforementioned items and attest that all items taken from my person are accounted for and
represented above.

Prisoner Signature _____ Date ___/___/___ Time ____:____

Officer Signature and badge number _____ Date ___/___/___ Time ____:____

I have reviewed the aforementioned items and attest that all items taken from my person represented above have
been returned to me.


Prisoner Signature _____ Date ___/___/___ Time ____:____

Officer Signature and badge number _____ Date ___/___/___ Time ____:____



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.10 PATROL FUNCTIONS

SUBJECT: SECURING PRISONERS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 7/27/2022		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

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

II. POLICY

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

III. DEFINITIONS

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

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

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

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

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

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

IV. PROCEDURES

A. Securing Weapons

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

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.

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/dispenser 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.

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 detention officer shall note the telephone number that the prisoner called and the time in the prisoner log book. If the prisoner is talking to their attorney the officer shall leave the immediate area until the call is finished. When the call is completed in a reasonable amount of time, an officer will remove the telephone from the cell. Prisoner phone calls shall not be recorded or monitored by any means.

2. Visitors

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

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

Bail Commissioners/Bondsmen: The bail commissioner/bondsman shall be allowed access to the prisoner. The detention officer will note the name of the bail commissioner/bondsman as well as the beginning and ending times of the visit in the prisoner log book.
Police Personnel: Members of other police departments and/or non-essential personnel must first receive permission from the on-duty supervisor before entering the holding facility area. Armed personnel will secure their firearms, tasers, and knives in one of the weapon lockers located outside the holding facility area prior to entering.

3. Packages

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

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

3. Suicide Screening and Prevention

- a. Prior to securing a prisoner in a EHPD cell block or holding area, the

detention/processing officer shall complete the 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 5.23

PATROL FUNCTIONS

SUBJECT: USE OF BODY WORN AND DASHBOARD CAMERAS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: dated 12/15/2021		Review Date:
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

A. The purpose of this policy is to **establish guidelines** **set standards** related to the use, management, storage and retrieval of digital multimedia video files stored on or generated from the use of department issued or approved body-worn **recording equipment** and dashboard cameras, including but not limited to:

1. Creating video and audio records to contribute to the accurate documentation of critical incidents, police-public contacts, crime and accident scenes, and arrests.
2. Preserving visual and audio information for use in current and future investigations in accordance with applicable guidelines referenced herein.
3. Capturing crimes in-progress, whether committed against the police officer or the community, and to preserve evidence for presentation in court.
4. Documenting police response to an incident.
5. Aiding in the documentation of victim, witness or suspect statements pursuant to an on-scene response and/or documentation of the

advisement of rights, and consents to conduct a lawful search, when applicable.

6. Reducing the number of false complaints made against a police officer in the course and scope of his or her official police duties.
- B. The purpose of equipping police officers with issued or approved body-worn **recording equipment** and dashboard cameras is to assist in the following:
1. Strengthening police accountability by documenting incidents and encounters between officers and the public.
 2. Resolving officer-involved incidents and complaints by providing an objectively independent record of events.
 3. Improving agency transparency by allowing the public to see video evidence of police activities and encounters in accordance with applicable laws regarding public disclosure.
 4. Identifying and strengthening officer performance by using footage for officer training and monitoring when appropriate and consistent with the law.
 5. Improving evidence documentation for investigation, prosecutions, and administrative reviews of employee performance and/or civil actions.

II. POLICY

- A. All department issued or approved body-worn **recording equipment** and dashboard cameras **equipment** and media associated with the body-worn **recording equipment** and dashboard cameras, data, images, video/audio and metadata captured, recorded, or otherwise produced by the body-worn and dashboard cameras shall not be viewed, copied, released, disclosed, or disseminated in any form or manner outside the parameters of this policy pursuant to the department's FOI policy and practice.
- B. Each law enforcement unit shall require usage of a dashboard camera in each police patrol vehicle used by any police officer employed by such unit in accordance with the unit's policy adopted by the unit based upon the guidelines developed and maintained jointly by the POST Council and the Commissioner of DESPP. **(Effective July 1, 2022) This includes all police officers assigned to other agencies as well as police officers assigned to state and federal task forces. Police officers who are federally deputized task force officers shall comply with this policy as modified by the policy of the federal agency to which they are assigned (refer to policy prepared by the U.S.**

Department of Justice entitled "Use of Body-Worn Cameras by Federally Deputized Task Force Officers" October 2020).

- C. Each police officer shall use body-worn camera equipment while interacting with the public in such sworn member's law enforcement capacity in accordance with the department's policy, if adopted by the department and based upon the guidelines established by the POST Council and DESPP. This includes all police officers assigned to other agencies as well as police officers assigned to state and federal task forces. Police officers who are federally deputized task force officers shall comply with this policy as modified by the policy of the federal agency to which they are assigned (refer to policy prepared by the U.S. Department of Justice entitled "Use of Body-Worn Cameras by Federally Deputized Task Force Officers" October 2020).
- D. Police officers working non-uniform assignments shall adhere to the requirements for the wear and activation of body-worn camera equipment as set forth in this policy except when such wear would hinder the performance of duty or readily identify the officer as a police officer when such identification would be detrimental to their assignment, duties, or mission.
- E. This policy is not intended to ~~does not~~ govern the use of surreptitious or covert recordings devices used in undercover operations

III. DEFINITIONS

- A. Body-worn camera recording equipment (BWC): An electronic recording device that is capable of recording audio and video. C.G.S. 29-6d(3). A body-worn camera is an "on the body" video and audio recording system worn by a police officer to capture digital multimedia evidence as an additional means of documenting specific incidents in the field in the course and scope of his/her police duties.
- B. Dashboard Camera (DC): A camera that affixes to a dashboard or windshield of a police vehicle that electronically records video of the view through the vehicle's windshield and has an electronic audio recorder that may be operated remotely. C.G.S 29-6d(4) and 7-277b.
- C. Law Enforcement Unit: Any agency or department of this state or a subdivision or municipality thereof, or, if created and governed by a memorandum of agreement under section 47-65c, of the Mashantucket Pequot Tribe or the Mohegan Tribe of Indians of Connecticut, whose primary functions include the enforcement of criminal or traffic laws, the preservation of public order, the protection of life and property, or the prevention, detection, or investigation of crime. C.G.S. 7-294a.

- C. **Police officer: A sworn member of a law enforcement unit or any member of a law enforcement unit who performs police duties. C.G.S. 29-6d(2).**
- D. **Police Patrol Vehicle: Any state or local police vehicle other than an administrative vehicle in which an occupant is wearing body worn camera equipment, a bicycle, a motor scooter, an all-terrain vehicle, an electric personal assistive mobility device, or an animal control vehicle. C.G.S. 29-6d(5).**
- C. **Digital Multimedia Video Files (DMVF):** Digital multimedia files consist of all digital recordings, to include but not limited to audio, video, photographs, and their associated metadata. Metadata includes any digital identifiers that are captured as part of the actual recording, such as date/time, GPS coordinates, labeling, etc.
- D. **Evidence Transfer Management (ETM):** ETM is the transfer of media from the body-worn and dashboard cameras to a secured server or other reliable secured storage source. The method of evidence transfer management for body-worn and dashboard cameras shall be approved by the Chief of Police.

IV. PROCEDURES

A. Beginning of the shift procedures

1. Issued or approved body-worn and dashboard cameras shall be operated in accordance with the manufacturer's recommended guidelines, department training and department policies and procedures.
2. Prior to the beginning of each shift, the police officer issued or assigned a body-worn and dashboard cameras shall test and perform an inspection to ensure that the body-worn and dashboard cameras have a properly charged battery and are functioning correctly.
 - (a) If problems are encountered with any component of the system, the **affected** body-worn or dashboard cameras shall not be used, and the police officer shall arrange for repair or replacement through department established procedures. The Police Officer should be immediately provided a replacement BWC/DC, when practicable.
 - (b) Malfunctions, damage, loss or theft of any issued or approved body-worn or dashboard camera shall be immediately reported by

the police officer to the on-duty shift supervisor or other responsible person as designated by the Chief of Police. The Police Officer should be immediately provided a replacement BWC/DC, if practicable.

- B. Use and activation of an issued or approved body-worn and dashboard cameras.
1. Each police officer shall wear body-worn recording equipment on such officer's outer-most garment and shall position such equipment above the midline of such officer's torso when using such equipment. C.G.S. 29-6d(c)(2). ~~Police officers issued or assigned a body-worn camera shall wear such camera on his/her outmost garment and shall position it above the midline of his/her torso when in use.~~
 2. Police officers ~~issued or assigned a body-worn and dashboard cameras~~ shall activate the **body-worn** camera while interacting with the public in a law enforcement capacity, **except as provided in section (C) of this policy. C.G.S 29-6d(c)(1).**
 - (a) For the purposes of this policy, "interacting with the public in a law enforcement capacity," means that a police officer is in personal contact with one or more members of the public, the purpose of which is to conduct a self-initiated investigation into, or to respond to a third-party complaint involving, the possible commission of any offense, violation or infraction.
 - (b) In addition, ~~police officers equipped with~~ body-worn and dashboard cameras shall **be activated to** record the following:
 1. Vehicular pursuits;
 2. Motor vehicle stops;
 3. Motorist assists;
 4. The taking of statements from suspects, witnesses and victims;
 5. The conducting of interviews with suspects, witnesses and victims;
 6. Transportation and processing of prisoners;
 7. Any incident or event not otherwise prohibited by this policy, which may be dangerous, unpredictable, or potentially useful for department training purposes;

8. Situations where a police officer, by reason of training and experience, determines that the incident should be documented on video.
9. Foot Pursuits
10. Any incident or event not otherwise prohibited by this policy, where the police officer anticipates a use of force encounter may occur.
11. Serving arrest and search warrants.

Note: At no time shall police officers disregard officer safety or the safety of the public for the purpose of activating or utilizing the body-worn and dashboard cameras.

3. Once the body-worn and dashboard cameras are activated for the purpose of documenting an interaction with the public in a law enforcement capacity, it should remain activated until the interaction with the public has concluded to ensure the integrity of the recording, except as otherwise provided for by law or by this policy.
 - (a) Additional police officers arriving on a scene that have been issued or assigned a body-worn and dashboard camera shall also record the interaction with the public and shall also continue to record until the completion of the incident.
 - (b) For purposes of this policy, conclusion of an interaction with the public occurs when a police officer terminates his/her law enforcement contact with a member of the public.
- C. When an issued or approved body-worn **recording equipment** and dashboard cameras are not to be activated or should be deactivated:
1. Except as otherwise **required** **provided by any agreement between a law enforcement unit and the federal government**, ~~by this policy~~, no police officer shall use body-worn or dashboard recording equipment to intentionally record **(see C.G.S. 29-6d(g))**:
 - (a) A communication with other law enforcement **unit agency** personnel, except **that which may be recorded** as the officer performs his or her duties;
 - (b) An encounter with an undercover officer or informant;
 - (c) When an officer is on break or is otherwise engaged in a personal

activity;

- (d) A person undergoing a medical or psychological evaluation, procedure or treatment;
 - (e) Any person other than a suspect to a crime if an officer is wearing his or her issued or approved body-worn camera in a hospital or other medical facility setting; or
 - (f) In a mental health facility, unless responding to a call involving a suspect to a crime who is thought to be present in the facility.
 - (g) Any private conversation to which the officer is not a party: or
 - (h) Any telephonic conversation unless specifically authorized by law while in the performance of their official duties.
 - (i) A strip search
 - (j) In a locker room, changing room or restroom, unless confronting a violent or assaultive suspect or in an incident involving the anticipated use of force.
2. Deactivation of a body-worn and dashboard cameras under certain circumstances:
- (a) Although generally, body-worn and dashboard cameras should remain activated until the conclusion of an incident, police officers may deactivate the body-worn and dashboard cameras should he/she determine that, based upon the circumstances; the investigation could be significantly hampered if the recording were to continue. Whenever possible, police officers should consult with supervisors before making the decision to deactivate their body-worn and dashboard cameras.
 - (b) Whenever possible, a police officer who deactivates the body-worn and dashboard cameras during the course of an event in which this policy otherwise requires recording, shall both record on the camera the reason for the interruption or termination of recording prior to deactivating the body-worn and dashboard cameras, and document such event in his/her report.
 - (c) When circumstances prevent a police officer from activating a body-worn or dashboard camera or cause a camera to be deactivated in

accordance with the guidelines established within this policy, the officer shall activate or reactivate their cameras as soon as practical.

D. Malfunction of Body-worn and dashboard cameras

If any malfunctioning or unintentional failure to record in accordance with this policy occurs, the police officer shall document the reason and notify his/her supervisor regarding the lack of recording. Such documentation shall be in a manner determined by the Chief of Police.

E. End of Shift Procedures

1. Police Officers shall ensure that all files from an issued or approved body-worn and dashboard cameras are securely downloaded and retained in accordance with section IX of this policy, with sufficient frequency so as to ensure that there remains adequate data storage available for recording future incidents.
2. Officers shall cause the recorded video to be stored, downloaded, transferred or otherwise saved and labeled or cataloged as evidence in the following circumstances:
 - (a) Any incident where an arrest is made or may be made, and/or a search is conducted;
 - (b) An event that captures an officer's reportable use of force in the discharge of his/her official duties;
 - (c) Any interaction with the public where the officer determines that it would be prudent to retain the recording for longer than the minimum retention period set forth in this policy.
 - (d) An event that is a major motor vehicle or criminal incident involving death, serious injury, or catastrophic property damage.

V. TRAINING

No police officer shall use an issued or approved body-worn and dashboard camera prior to being trained in **the use of such equipment, and in the retention of data created by such equipment. Every police officer must receive annual training in the proper use, care and maintenance of the body-worn recording equipment and the retention of data created by such equipment. C.G.S. 7-294s.** ~~accordance with statutes in the use of the equipment, and in the retention of~~

data created by such equipment, except that any police officer using an issued or approved body worn and dashboard cameras prior to October 1, 2015, may continue to do so before undergoing such training. Every police officer must receive training on the proper care and maintenance of the equipment at least annually.

VI. RESPONSIBILITIES OF SUPERVISORY PERSONNEL

A. Chief of Police

1. The Chief of Police shall designate one or more department members to oversee and administer the storage and management of all digital multimedia video files generated by the use of issued or authorized body-worn **recording devices** and dashboard cameras.
2. The Chief of Police may authorize a BWC/DC policy that provides additional guidelines and training requirements not mandated by this policy, provided that it does not conflict with state or federal law or the provisions set forth in this policy.
3. The Chief of Police shall ensure **that the audio and video files and other data collected by the body-worn recording equipment and dashboard cameras are retained for the duration of time set forth in the appropriate record retention schedules established by the Office of the Public Records Administrator.** ~~the BWC/DC data collection and storage is purged from the systems operation storage and/or software program in accordance with the State of Connecticut Library Records of Retention schedule and department policy.~~
4. The Chief of Police shall ensure **that the audio and video files and other data collected by the body-worn recording equipment and dashboard cameras that are subject to a preservation request or court order are appropriately catalogued and preserved.** ~~that body worn and dashboard cameras video files that are subject to a preservation request or court order are appropriately catalogued and preserved.~~
5. **The Chief of Police shall ensure that the audio and video files and other data collected by the body-worn recording equipment and dashboard cameras are not erased or otherwise disposed of until properly authorized by the Office of the Public Records Administrator or as duly authorized or ordered by a court of law.**
6. The Chief of Police shall approve the method of evidence transfer management (ETM) from the body-worn and dashboard cameras to a

secured storage server, cloud, website or other secured digital media storage.

B. Supervisors

1. Supervisors shall ensure that police officers **are utilizing** **equipped with issued or approved** body-worn and dashboard cameras **in accordance** **are using the camera and audio in accordance** with policy and procedures as defined herein.
2. Supervisors shall periodically inspect issued or approved body-worn and dashboard camera equipment assigned to police officers to ensure proper operability **in accordance with** **per** testing protocols provided through training and manufacturer's recommendations.
3. Supervisors or other persons designated by the Chief of Police may periodically review issued or approved body-worn and dashboard cameras recordings of traffic stops and citizen contacts in accordance with this policy as well as reports generated as a result of these incidents **in order** to:
 - (a) Ensure body-worn and dashboard cameras equipment is operating properly;
 - (b) Ensure that police officers are utilizing the body-worn and dashboard cameras appropriately and in accordance with policies and procedures; and
 - (c) Identify any areas in which additional training, policy revisions or guidance is required.
4. Supervisors shall ensure that all body-worn and dashboard camera video files are appropriately preserved in accordance with this policy.

VII. AUTHORIZED PERSONNEL ACCESS TO UPLOADED DIGITAL MULTIMEDIA VIDEO FILES

- A. General access to digital multimedia video files shall be granted to authorize personnel only. Accessing, copying, or releasing any digital multimedia video files for other than official law enforcement purposes is strictly prohibited, except as otherwise required by state and federal statutes, policies and procedures.

1. The Chief of Police or his/her designee may review specific body-worn and dashboard cameras digital multimedia video files for the purpose of training, performance review, critique, early intervention inquiries, civil claims, administrative inquiry, or other articulable reason.
2. A police officer may review a recording from his or her body-worn and/or dashboard recording equipment in order to assist such officer with the preparation of a report or otherwise in the performance of his or her duties.
3. If a police officer is giving a formal statement about the use of force or if a police officer is the subject of a disciplinary investigation in which a recording from body-worn recording equipment or a dashboard camera with a remote recorder, is being considered as part of a review of an incident, the officer shall (1) have the right to review (A) such recording in the presence of the officer's attorney or labor representative, and (2B) have the right to review recordings from other body-worn recording equipment capturing the officer's image or voice during the incident. Not later than forty-eight hours following an officer's review of a recording under subdivision subparagraph (A) of this subsection subdivision, or if the officer does not review the recording, not later than ninety - six hours following the recorded incident, whichever is earlier, such recording shall be disclosed, upon request, to the public, subject to the provisions of C.G.S. 29-6d subsection (g). initiation of such disciplinary investigation, whichever is earlier, such recording shall be disclosed, upon request, to the public, subject to the provisions of C.G.S. 29-6d subsection (g).
4. If a request is made for public disclosure of a recording from body - worn recording equipment or a dashboard camera of an incident about which (A) a police officer has not been asked to give a formal statement about the alleged use of force, or (B) a disciplinary investigation has not been initiated, any police officer whose image or voice is captured on the recording shall have the right to review such recording in the presence of the officer's attorney or labor representative. Not later than forty-eight hours following an officer's review of a recording under this subdivision, or if the officer does not review the recording, not later than ninety-six hours following the request for disclosure, whichever is earlier, such recording shall be disclosed to the public, subject to the provisions of C.G.S. 29-6d subsection (g).

- B. Under no circumstances shall any individual with access to body-worn and dashboard camera media or data files be allowed to use, show, reproduce or release recordings for the purpose of ridicule or embarrassment of any police officer or individual, or for other non-law enforcement related purposes. This includes disclosure of any portion of a body-worn and dashboard cameras video file to a media organization unless such disclosure has been approved by the Chief of Police or his/her designee.
- C. Digital multimedia video files may be reviewed by individuals other than the recording police officer in any of the following situations:
1. By a department member investigating or adjudicating a complaint regarding a specific act of officer conduct;
 2. By technical support staff for purposes of assessing proper functioning of body-worn and dashboard cameras;
 3. By the Internal Affairs Unit or other Unit or person(s) designated by the Chief of Police, when participating in an official misconduct investigation concerning a specific act or officer conduct alleged in a complaint of misconduct;
 4. By a sworn law enforcement officer who is participating in a criminal investigation;
 5. By the Municipality's legal representative;
 6. Any other personnel designated by the Chief of Police.
 7. Law enforcement personnel may review a recording from their own issued or assigned body-worn and dashboard recording equipment in order to assist such officer in providing a statement as a witness to events which are the subject of a department internal administrative inquiry, including officer shooting investigations;
 8. By representatives of the Division of Criminal Justice, Municipal Attorneys, Office of the Attorney General, retained counsel and other representatives authorized by the municipality, such as municipal insurance carriers, in the course of their official duties; or
 9. By other department personnel as authorized by the Chief of Police or his/her designee.

VIII. RELEASING OR DUPLICATING BODY-WORN AND DASHBOARD

CAMERAS RECORDINGS

A. Releasing Body-worn and dashboard cameras Digital Multimedia Video Files

1. Processing Freedom of Information Act (FOIA) requests:

- a. Video, audio, and other files created using body-worn recording equipment and dashboard cameras are generally considered public records and are subject to disclosure in accordance with the Freedom of Information Act (Coon. Gen. Stat. Secs. 1-200, et seq). Such records are also subject to the exemptions to disclosure contained within the FOI Act. All FOIA requests for body-worn and dashboard cameras digital multimedia video files shall be processed through the office of the Chief of Police or his/her designee.
- b. The following records created using body-worn recording equipment or a dashboard camera are NOT subject to disclosure under the Freedom of Information Act and any such record shall be confidential, See C.G.S. 29-6d(g)(2):
 - i. The recording of an occurrence or situation described in paragraphs IV(C)(1)(a)-(j).
 - ii. The Scene of an incident that involves (i) a victim of domestic or sexual abuse, (ii) a victim of a homicide or suicide, or (iii) a deceased victim of an accident, if disclosure could reasonably be expected to constitute an unwarranted invasion of person privacy
 - iii. A minor (C.G.S. Sec 1-1d defines a minor as a person under the age of eighteen), except that a record of a minor shall be disclosed if (i) the minor and the parent or guardian of such minor consent to the disclosure of such record, (ii) a police officer is the subject of an allegation of misconduct made by such minor or the parent or guardian of such minor, and the person representing such officer in the investigation of such alleged misconduct requests disclosure of such record for the sole purpose of preparing a defense to such allegation, or (iii) a person is charged with a crime and defense counsel for such person requests disclosure of such record for the sole purpose of assisting in such person's defense and the discovery of such record as evidence is otherwise discoverable.

- c. All FOIA requests for body-worn and dashboard camera digital multimedia video files shall be processed through the office of the Chief of Police or his/her designee.

B. Duplicating Body-worn and dashboard camera Digital Multimedia Video Files

1. When a police officer who is required to produce a digital multimedia video file pursuant to a subpoena or other court order, the Chief of Police or other designee shall arrange, prior to the date of the court appearance, for a copy of the required portion of the original video file to be duplicated.
2. The original video file, as well as any duplicate copy, shall be held as evidence in accordance with this policy.

IX. STORAGE AND RETENTION

- A. Digital multimedia video files shall be maintained in an approved storage location, such as a server, storage device, cloud storage, website or other approved secure storage media, authorized by the Chief of Police.
- B. All digital multimedia video files shall be securely stored in accordance with state record retention laws and Department policy.
 1. Digital multimedia video files not reproduced for evidentiary purposes or otherwise required to be preserved in accordance with this policy shall be maintained for a period of a minimum of ninety (90) days.
 2. Digital multimedia video files shall be preserved while a case remains open and under investigation, or for a minimum of four (4) years while criminal or civil proceedings are ongoing or reasonably anticipated, or in accordance with the State Records of Retention schedule, whichever is greater.
 3. Nothing in these guidelines shall require a law enforcement unit to store such data for a period longer than one year, except in the case where the unit knows the data is pertinent to any ongoing civil, criminal or administrative matter. C.G.S. 29-6d(j).
 4. All other digital multimedia video files reproduced for evidentiary purposes or otherwise caused to be preserved shall be maintained for

~~a minimum of four (4) years.~~

(a) Digital multimedia video files shall be preserved in accordance with any specific request by representatives of the Division of Criminal Justice, municipal attorney, Office of the Attorney General, retained counsel and other authorized claims representatives in the course of their official duties.

~~(b) The law enforcement unit shall not require to store such data for a period longer than one year, except in the case where the unit knows the data is pertinent to any ongoing civil, criminal or administrative matter.~~

(c) Digital multimedia video files shall be preserved in response to oral, electronic or written preservation requests from any member of the public where such requests indicate that litigation may be reasonably anticipated. **All such preservation requests shall promptly be brought to the attention of the recipient's supervisor and the agency's legal representative (legal affairs unit, city attorney, town attorney, corporate counsel, etc.)**

(1) ~~All such preservation requests shall promptly be brought to the attention of the recipient's supervisor and the Municipal Attorney's office.~~



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 9.8

TRAINING AND SELECTIONS

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

1. Purpose

The Police Officer Standards and Training Council (POSTC), in conjunction with the Highway Safety Office within the Department of Transportation (DOT), shall determine the minimum number of police officers to be certified as Drug Recognition Experts for each law enforcement unit. Not later than April 1, 2022, the Police Officer Standards and Training Council (POSTC) shall promulgate a model policy to ensure that enough police officers become certified drug recognition experts to meet the minimum number established by POSTC and DOT.

2. Definitions

- A. "ARIDE" means a program developed by the National Highway Traffic Safety Administration with the International Association of Chiefs of Police and the Technical Advisory Panel, which focuses on impaired driving enforcement education for police officers, or any successor to such program.
- B. "DRE" means Drug Recognition Expert which is a person certified by the International Association of Chiefs of Police as having met all requirements of the International Drug Evaluation and Classification Program.

- C. "DWI Detection" course means any basic training or in-service driving/operating while impaired detection course that has a wet lab component providing detailed explanations of the evaluation procedures with careful demonstration of the Standardized Field Sobriety Test (SFST) on subjects.
- D. "Wet Lab" means officers train on live subjects in a controlled classroom environment. The live subjects have consumed various amounts of alcohol in a controlled setting. Officers then perform Standardized Field Sobriety Test (SFST) on the subjects.
- E. "SFST" means Standardized Field Sobriety Test which encompasses a battery of three tests administered and evaluated in a standardized manner; horizontal gaze nystagmus (HGN) walk and turn and one-leg stand test.

3. Policy

The Police Officer Standards and Training Council, in conjunction with the Highway Safety Office within the Department of Transportation, will review DRE minimum recommendation reports submitted by each Law Enforcement Unit on January 1, 2022 to determine the minimum number of police officers to be certified as drug recognition experts.

Not later than July 1, 2022, the Police Officer Standards and Training Council, in conjunction with the Highway Safety Office within the Department of Transportation, shall submit to the Governor and Secretary of the Office of Policy and Management the minimum number of DRE's determined. The council and office shall update and submit such determination every three years to the Governor and Secretary of the Office of Policy and Management.

Not later than January 1, 2023, and annually thereafter, members from the Police Officer Standards Training Field Services Division, will send an annual training needs survey to each law enforcement unit gathering information to determine if enough DRE training programs are available to meet the demands consistent with the minimum number of drug recognition experts determined.

Not Later than July 1, 2023, and annually thereafter, each law enforcement unit shall report DWI Detection, ARIDE and DRE training needs to the Council, using the annual training needs survey promulgated by the Police Offices Standards

and Training Field Services Division.

Not later than January 1, 2025, and every three years thereafter, the Police Officer Standards and Training Council and the Highway Safety Office within the Department of Transportation, shall jointly review and update the training plan to ensure adequate ARIDE and DRE opportunities are available for law enforcement units in the state.

4. Procedure

To participate in a DRE training program, officers must meet certain eligibility criteria, including but not limited to: (1) completion of DWI Detection course with includes a wet lab component and: (2) completion of a two-day course in ARIDE.

The police Officer Standards and Training Field Services Division, in conjunction with the Highway Safety Office within the Department of Transportation, shall jointly review and update the training plan every three years to ensure enough DWI Detection and ARIDE courses are available to meet the demands of drug recognition experts.

5. Training

The East Hampton Police Department will make every effort to train those officers wishing to become Drug Recognition Experts and will seek out and fund such training as staffing and budgetary allocations allow.



October 11, 2022

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are seventeen (17) refunds totaling \$1,936.05.

Respectfully Submitted,

Kristy L. Merrifield, CCMC

Kristy L. Merrifield, CCMC
Collector of Revenue

0.	CL
167.46	+
37.56	+
219.27	+
36.03	+
5.43	+
40.05	+
151.66	+
43.24	+
74.49	+
78.87	+
7.79	+
45.03	+
164.89	+
52.71	+
274.94	+
202.62	+
334.01	+
017	
1,936.05	TL