


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: September 7, 2023

SUBJECT: Agenda Information – 9/12/2023

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

7 Bids and Contracts

7a Consideration of a motion to approve purchase of a replacement street sweeper – The Council is asked to approve the purchase of a replacement street sweeper based on bids received in August. As discussed in the memorandum from Public Works Director Matt Walsh, four bids and an additional price quote were received for a truck mounted street sweeper to replace the Town’s current 1999 model year equipment as identified in the approved Capital Improvement Plan. It is recommended that the Town purchase the model proposed by Nescon, LLC as the lowest cost proposal meeting the specifications. The price offered is \$323,850. Additionally, the Council is asked to direct the use of \$23,850 from the Expanded Bottle Bill Funds (“Nipper Money”) to supplement the use of American Rescue Plan Act (ARPA) funds previously allocated in the budget process.

Recommendation: Approve the purchase of the Sweeper from Nescon, LLC and allocate \$23,850 from the Expanded Bottle Bill Funds for the purchase.

8 Resolutions/Ordinances/Policies/Proclamations

8b Consideration of an Ordinance to amend the Public Safety Volunteer Stipend – The Council is asked to give final consideration to the ordinance implementing an increase to the stipend paid to Fire Department volunteers and the Civil Preparedness/Emergency Management Director. After Council discussion, the language in the ordinance was also amended to include Ambulance volunteers that do not receive any sort of incentive payment.

Recommendation: Approve the Ordinance.

8c Consideration of an Ordinance to amend the Town Code related to the Parks and Recreation Department – The Council is asked to give final consideration to an ordinance removing responsibility for park maintenance from the Parks and Recreation Department and to rename the Department to the Recreation Department. This is part of the process to reassign the park and grounds maintenance responsibility, and the related staff, to the Public Works Department. In

addition, the proposed ordinance changes the name and focus of the Recreation Department to add operation of parks, managing the Town's relationship with the State for the Air Line Trail and managing lake matters to the responsibilities of the Department and the Department's Director.

Recommendation: Approve the Ordinance.

9 Continued Business

9b Discussion regarding the Town's interest in the property at 11 Skinner Street – In follow up to the last Council meeting, the Town Manager met with the owner of the property at 11 Skinner Street regarding a potential purchase of the property for a future Fire Station. During the discussion, information was exchanged regarding the details of the site, available environmental reports and potential elements of an agreement if the concept were to proceed. In general, the property owner is amenable to the proposal and is amenable to a built-to-suit concept if an agreement can be reached. There was no specific discussion regarding price but there was brief discussion about using third-party appraisals to inform the final sales price. If the Council remains interested in moving this concept forward, two parallel paths are suggested. First, the Council should direct the existing committee formed to identify potential locations for a new fire station to evaluate and provide basic information on the needs for a new station including what spaces and amenities would be needed and approximate sizes or specifications for them. This information would be provided to the property owner for consideration as to how those spaces and amenities could be provided in the building. Second, staff would begin to work with the Town Attorney to draft and finalize an agreement that would facilitate the purchase by addressing the agreements made now, agreements to be made in the future, and outlining how the land purchase process the Town must follow would be implemented.

Recommendation: Determine how the Town wishes to proceed and give direction as appropriate.

9c Discussion related to Town maintenance and capital replacement responsibility for Edgewater Circle – The Town Council is asked to continue its review of a concept to amend the agreement the Town has with the owner/developer of the Edgewater development in which Town Hall is located. Currently, the roads in the development are private roads maintained by the developer and the association of property owners in the development along with maintenance of commonly owned areas. As a result of the proposed amendment, the main road in the development, Edgewater Circle, would be maintained by the Town at the Town's expense as if it were a public road with no participation by the developer or the other owners except their normal tax payments. In exchange, the Town would no longer pay the annual fee for maintenance of roads and property. Town Attorney Carella reviewed the idea and the concept document and has provided some comments. In general, he finds no legal problem with the Town pursuing such a change. He would, however, want to suggest certain modifications to the concept agreement and to any future documents that area created to implement

the change if the determination is to move forward. The Town-attorney revised document is included in this agenda packet as is the material from previous packets regarding potential costs.

Recommendation: Review the concept and determine how to proceed.

10 New Business

10a Discussion and consideration of the lease related to Ambulance Association use of 4 Middletown Avenue – The Council is asked to review the draft lease that was never finalized and executed related to the Ambulance Association being housed at the Town property at 4 Middletown Avenue. When the building was constructed and the Association moved in, a lease was discussed and drafted. However, no executed version of the lease exists and there is no indication that one was signed. As such, the Council is asked to review the previously drafted lease agreement and determine whether there are any changes it would desire in the formal agreement for use of the property by the Association. If it seems acceptable, staff will ask the Town attorney and the Association for final review prior to bringing a final version back to the Council for approval.

Recommendation: Determine whether the lease is acceptable.

10b Discussion of the Town's interest in the purchase of the Middle Haddam School property – The Council is asked to review the information provided regarding the potential reuse of Middle Haddam School and determine whether the Town might be interested in purchasing the property. The former school was sold by the Town in approximately 1987 after it was no longer in use. The most recent owners have undertaken some restoration work with major focus on the exterior of the building and ensuring the historic structure is weather tight. The Association that currently owns the property has conducted some reviews of potential uses for the property and suggests that the Town could use it for a recreation facility of some sort. Other potential uses were also identified. Nevertheless, the association intends to sell the property and has advertised for proposals for the purchase. It has also made a specific request to solicit the Town's interest. The Council is asked whether it wishes to pursue ownership of the site. If so, an agreement would need to be negotiated and the formal land acquisition process involving the Planning and Zoning Commission and the Town Meeting would need to be implemented.

Recommendation: Determine whether the Town wishes to buy the Middle Haddam School property.

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, August 8, 2023
Town Hall Council Chambers and Zoom**

MINUTES

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

Call to Order & Pledge of Allegiance

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

Adoption of Agenda

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

Approval of Minutes

A motion was made by Ms. Walck, seconded by Mr. Reich, to approve the minutes of the Town Council Regular Meeting of July 25, 2023 as written. Voted (7-0)

Public Remarks

None

Presentations

None

Bids & Contracts

Review and Possible Approval of the Collective Bargaining Agreement between the Town of East Hampton and the Municipal Employees Union Independent (MEUI) – Town Supervisors – July 1, 2023 to June 30, 2026

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the collective bargaining agreement between the Town of East Hampton and the Municipal Employees Union Independent (MEUI) – Town Supervisors for July 1, 2023 to June 30, 2026 as presented. Voted (7-0)

Review and Possible Approval of the Purchase of a Street Sweeper

This item will be handled at a future meeting. Four bids were received but more time is needed to confirm the details of each bid.

Resolutions/Ordinances/Policies/Proclamations

Review Amendment to Article V of Chapter 278 of the Code of the Town of East Hampton Regarding Stipend for Volunteer Fire and Ambulance Personnel and Civil Preparedness Director and Potentially Set Public Hearing

The Fire Commission has requested an increase in the stipend paid to the Fire Department volunteers. The stipend is currently \$1,250 per year and is asked to be increased to \$2,500 per year.

The increase is applied to the Fire Department personnel and the Emergency Management Director but not the Ambulance personnel as this group also receives an incentive payment from the Association based on how much the person volunteers. It was brought to the Council's attention that some Ambulance personnel do not receive any type of payment and those members should receive the stipend.

A motion was made by Mr. Peterson, seconded by Ms. Walck, to amend the ordinance draft to include Ambulance Association volunteers who do not receive any type of payment. Voted (7-0)

A motion was made by Mr. Goff, seconded by Mr. Brown, to set a Public Hearing for Tuesday, September 12, 2023 during the Town Council Regular Meeting. Voted (7-0)

Review Amendment to Chapter 96 of the Code of the Town of East Hampton Regarding the Parks & Recreation Department and Potentially Set Public Hearing

With the departure of the current Parks & Recreation Director and in order to gain some efficiencies in staff and equipment, the responsibility for grounds maintenance at Town facilities, including parks and both general government and education buildings, is proposed to be moved to the Public Works Department from the Parks & Recreation Department. The ordinance change will also change the name to the Recreation Department and will add the operation of parks, managing the Town's relationship with the State for the Air Line Trail and managing lake matters along with the recreation responsibilities.

A motion was made by Mr. Reich, seconded by Ms. Walck, to set a Public Hearing for Tuesday, September 12, 2023 during the Town Council Regular Meeting. Voted (7-0)

Continued Business

Sub-Committee Reports & Updates

Mr. Reich reported that the Middle School Roof Committee will be meeting to approve bills and a change order. The roof replacement is progressing well.

Mr. Goff attended the Ambulance Association meeting and provided a financial report. The new ambulance should have its final inspection soon.

The Water Sub-Committee met last week. There will be a presentation at the September 26th Council meeting with a preview of the information that will be provided to the public.

Follow Up Discussion on Town Council Appointment to the Ambulance Association Board

The Ambulance Association had indicated at an April 20, 2023 meeting that they intended to change their by-laws to include a voting member from the Town Council and the Board of Finance if funding was approved for the Ambulance Association. An excerpt from the video of the April 20th meeting was played. At a recent meeting in July, the Ambulance Board voted to include a non-voting liaison from the Town Council and the Board of Finance.

Mr. Goff suggested an adjustment to the contract with the Ambulance Association to clear up the funding issue.

New Business

Discussion and Possible Action on Job Descriptions

- 1. Director of Recreation**
- 2. Director of Public Works**

Due to the reassignment of parks and grounds maintenance to the Public Works Department, the job descriptions for Director of Recreation and Director of Public Works need to be updated. The Director of Recreation also reflects the assignment to this position of the Town's relationship with the State regarding the Air Line Trail and work related to Lake Pocotopaug and its watershed with the Conservation-Lake Commission.

A motion was made by Mr. Reich, seconded by Mr. Brown, to approve the job description for the Director of Recreation as presented. Voted (7-0)

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the job description for the Director of Public Works as presented. Voted (7-0)

Discussion and Possible Action Regarding Police Department Policies/General Orders

- 1. General Order 4.3 – Code of Conduct**
- 2. General Order 9.5 – In Service, Roll Call and Advance Training**
- 3. General Order 10.4 – Communications – Administration**
- 4. General Order 10.6 – Communications Recordings**

Police Chief Dennis Woessner provided an overview of the three existing and one new General Order presented for approval.

A motion was made by Ms. Walck, seconded by Mr. Reich, to approve Police Department General Orders 4.3 – Code of Conduct, 9.5 – In Service, Roll Call and Advance Training, 10.4 Communications – Administration and 10.6 – Communications Recordings as presented. Voted (7-0)

Discussion and Direction Regarding the Town's Potential Interest in the Property at 11 Skinner Street

Mr. Philhower recused himself from discussion on this item.

Mr. Goff has reached out to the owner of 11 Skinner Street regarding a possible location for the Fire House. The roof was replaced, the tests on the site came out clean, there is some water but in the far back corner of the property. Mr. Cox will arrange to meet with the owner to obtain additional information including environmental test results and roof information.

A motion was made by Mr. Reich, seconded by Mr. Goff, to authorize the Town Manager to reach out to the owner of 11 Skinner Street to obtain additional information on the property. Voted (6-0)

Mr. Philhower returned to the meeting.

Town Manager Report

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office. He also called out one item regarding an upcoming workshop between the Town Council and Planning & Zoning Commission regarding Public vs. Private Roads in late August/early September.

Appointments

A motion was made by Mr. Goff, seconded by Mr. Reich, to appoint Kathy Megan as an alternate member of the Commission on Aging and to move Peter Pach from an alternate member to a full member on the Middle Haddam Historic District Commission. Voted (7-0)

Tax Refunds

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve tax refunds in the amount of \$10,293.41. Voted (7-0)

Public Remarks

Chuck Yenker, 65 Spellman Point Road and Chairman of the Conservation-Lake Commission, reported that he received a phosphorus report on the lake and it is 24 parts per billion which is 30% less than June, which is way down. He also commented on the Recreation Director position noting that person is crucial in obtaining grants for the lake and watershed.

Communications, Correspondence & Announcements

Certificate of Appreciation from Habitat for Humanity

Mr. Cox gave kudos to the staff of the Land Use and Building Departments for their assistance with the Habitat for Humanity house on Lake Drive.

July 2023 Board and Commission Summary

Council members received the July 2023 Board and Commission Summary

GFOA Certificate of Achievement for Excellence in Financial Reporting

The Finance Department has received the GFOA Certificate of Achievement for the 11th year in a row for their financial reporting.

Adjournment

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

Respectfully Submitted,

Cathy Sirois
Recording Clerk



Office of Public Works

MEMO

TO: David Cox Town Manager

FROM: Matthew Walsh, Director of Public Works

DATE: September 7, 2023

SUBJECT: Public Works Street Sweeper Recommendation to Award

On August 8, 2023, bids were opened in the Town Manager’s Office for the purchase of a street sweeper for the Public Works Department. Four bids were received and are listed below.

Sanitary Equipment	\$320,471
Freightliner of Hartford/Odra	\$321,493
Nescon LLC.	\$323,850
Tri County Contractor Supply	\$339,978

This memo will briefly summarize the history behind this purchase as well as provide a brief overview of each bid and why it was chosen or not chosen for recommendation.

History

Beginning in fiscal year 2021, during the Capital planning process, the Department had been planning for the purchase of a new truck mounted street sweeper to replace our current sweeper, which is a 1999 Broom Bear Sweeper on a Frieghtliner chassis. During that process, the replacement cost estimate for a new Broom Bear was approximately \$250,000. Over the next few years, due to covid and supply chain issues, the estimated cost of a truck mounted sweeper inflated to over \$400,000. During the next two Capital planning cycles it was determined that the \$400,000 price tag of a truck mounted sweeper was out of the Town’s price range. It was at this point in the process where other alternatives were being considered mainly a 3 wheeled type sweeper such as a Pelican. Cost estimates for this type of sweeper where in the \$280,000 to \$300,000 dollar range.

Fast forward to 2023. The purchase of a new street sweeper was included in the Capital purchasing plan approved as part of the FY 2023-2024 budget process, which was approved using APRA funds to the amount of \$300,000. As the Department began seeking information and putting together bid specifications for the purchase of a sweeper, it was discovered pricing for truck mounted sweepers had come down significantly into the low \$300,000s price range. The discovery of this information

caused us to re-think our approach as a truck mounted sweeper has many benefits over the smaller three wheeled versions. The major ones being over-the-road speed (65 MPH vs 20 MPH), hopper capacity (6 CY vs 3.5 Cy), and standard hydraulic, electrical and truck chassis parts. Additionally, staff sought to have the sweeper mounted on a heavy-duty truck chassis which will have a significantly longer service life than a purpose-built chassis due to availability of parts, and the heavier suspension system, axles and brake system of the truck chassis.

Bid Summaries

Sanitary Equipment This bid should be considered incomplete due to the lack of required information with their submittal. The most important missing information is what truck chassis they will be providing for the bid price. The proposal only lists that a freightliner truck with an M2 cab will be provided. The proposal also specifies only a backup camera which does not provide sufficient visibility considering this is a left-hand drive only chassis. Our specification is very specific on the requirements for the truck chassis.

Freightliner of Hartford / Odra This bid, while complete, fails to meet our preferred specifications in multiple areas. Our specification required a minimum GVW of 26,000 lbs. in order to ensure a full-sized heavy weight truck chassis would be utilized, this proposals chassis is 25,500 lbs. Our specification listed as preferred minimum rims and tires to be 8.25x225 rims with 11/r22.5 tires, this proposal offered 7.5x19.5 rims and 245/70/r19.5 tires. Again, this is to ensure a large heavy duty truck chassis is utilized. The most significant area where this proposal fails to meet our specifications is in the sweeper mechanism. Our specification requires that the sweeper mechanism be powered by the chassis engine and that the “design of the sweeper provide the full amount of hydraulic oil flow required to operate the sweeper at full capacity while the chassis engine is at its low idle speed”. The sweeper mechanism in this proposal requires the engine to be throttled up to 1100 rpm’s in order to provide the required minimum hydraulic flow to the sweeper mechanism. This requires the operator of the sweeper to ride the brakes of the truck to maintain sweeping speed thereby introducing more wear to the braking system and increased fuel consumption as compared to the type specified. Also required by the specification was a 140” sweeping path and the unit in this proposal provides only 120” sweeping path.

Nescon LLC. This bid proposal meets all of the required specifications of the bid documents. The unit proposed also provides some features such as 12,000lb front axle and 23,000lb a 2-speed rear axle, shorter wheelbase, and larger hopper capacity that will enable more efficient sweeping, fuel economy and maneuverability. The sweeping mechanism also provides down pressure on the sweeping broom which allows the broom to follow irregularities in the road surface reducing the need of backups and resweeps.

Tri County Contractor Supply The piece of equipment offered in this proposal did meet our specification with respect to the sweeper mechanism and the ability to run the equipment without the need for the operator to ride the brakes, due to its hydrostatic drive system. This proposal doesn't meet our specification in other areas due to it being a purpose-built chassis and its engine being a non-wet sleeve design which restricts our

ability to rebuild the engine should it become necessary. This proposal was also priced significantly higher than the rest.

Freightliner Broom Bear While this company did not provide a response to our bidding specifications, we received a price quote of \$338,630.00 from them based on Sourcewell pricing. The pricing reflects a direct replacement for our current Broom Bear Sweeper and would meet our specifications and requirements for service. This price quotation is only provided as a frame of reference and was obtained during the cost estimating process.

Based on the proposals submitted by the suppliers in this request, I recommend that the bid be awarded to Nescon LLC in the amount of \$323,850. This piece of equipment meets and exceeds the required specifications and stands out above the other submittals in overall value and features. Also, because this unit is proposed on a heavy-duty chassis, it is expected to have a longer service life than the other units proposed. Further, it is also requested that \$23,850 be allocated from the Expanded Bottle Bill Funds (“Nipper Money”) to fund the additional cost above what has been allocated using APRA dollars. A more detailed breakdown comparison of the freightliner of Hartford / Odra bid and Nescon Bid is attached to this memo for additional information.

Comparison of Selected Sweepers

X Broom by Nescon

Freightliner M-2 chassis.
Cummins L-9 Diesel engine, 300 horsepower, 860 lbft torque rating
Wheelbase 140"
Allison 3500 series 6 speed automatic transmission.
Front axle 12,000 lb. capacity.
Rear axle 23,000 lb. capacity with two speed differential.
S cam air brakes with ABS.
8.25 x 22.5 painted steel wheel
11/R22.5 tires.
Sweeper mechanism
Triple stack hydraulic pump arrangement provides full hydraulic power,(36 gpm) at engine idle.
45 gallon hydraulic tank w/10 micron filter
60" main tube broom with precision pneumatic suspension that is operator adjustable, while sweeping, for different sweeping conditions. Includes down pressure to sweep milled key slots and irregular surfaces. Direct drive with operator controlled variable speed.
3" tungsten carbide drag shoes.

Odra MS5

Freightliner M-2 chassis
Cummins L-9 Diesel engine, 300 horsepower, 860 lbft torque rating.
Wheelbase 148"
Allison 3500 series 6 speed automatic transmission
Front axle 8000 lb. capacity
Rear axle 17,500 lb. capacity single speed differential 4.30 gear ratio
S cam air brakes with ABS
7.50 x 19.5 painted steel wheels
245/70/R/19.5 tires
Sweeper mechanism
Single Danfoss hydraulic pump. (32gpm) at 2700 engine rpms. PTO engine throttle set to 1100 rpms
30 gallon Hydraulic tank w/10 micron filter
58" main tube broom with direct acting spring suspension. No down pressure. Direct drive single speed motor.

Comparison of Selected Sweepers

The dust suppression water system has a tank capacity of 300 gallons. It has maximum flow of 5.5 gpm. It has an 80 mesh filter screen to prevent nozzle plugging

The dust suppression water system has a tank capacity of 360 gallons.

Gutter brooms use standard 4 or 5 segment brooms. Tilt, speed and pressure are operator controlled in cab. They are powered by a direct drive motor. The width of the sweeping path is adjustable to 140" by the operator.

Gutter brooms are 5 segment. Tilt and down pressure are operator controlled in cab. They are powered by a direct drive motor. The sweeping path is 120"

The elevator has 14 flights to carry debris to the 6 cubic yard hopper. It is driven directly by the hydraulic motor. It is adjustable for height by the operator. It has a jam alarm and operator controls to vary the speed and reverse it to clear a jam.

The number of elevator flights is not specified. It is driven by a direct drive motor to carry debris to the 5 cubic yard hopper.

It is not indicated whether or not it is height adjustable. It has a stall alarm.

The hopper will raise to 150" maximum height and has a lift capacity of 15,000 lbs.

The hopper will raise to 120" maximum height and has a capacity of 11,000 lbs.

Cameras supplied to monitor the hopper, the right side gutter broom, the left side as well as a rearview backup camera.

Camera's supplied to monitor the hopper, the right side gutter broom and the rear view backup

Comparison of Selected Sweepers

Heated chrome mirrors including hood mounted mirrors to monitor the gutter brooms.

Chrome Bumper

Advanced arrow board with 25 LED 4" amber lights with controller to flash as sequential chevrons, arrows, alternating diamonds and a horizontal bar. Eight strobe lights, and one light bar in bumper, beacon on top of hopper and work light in hopper.

Broom and shovel holder

Delivery is estimated October.

Heated bright mirrors, hood mounted mirrors to monitor the gutter brooms.

Painted steel bumper with collapsible ends.

Two LED rear strobe lights, two LED front grille strobe lights, rear LED light bar.

Delivery is estimated Chassis September – November and then approximately 90 days for the sweeper upfit.



Nescon, LLC
4638 E Ingram St.
Mesa, AZ 85205
480-505-0001

To:
Town of East Hampton
One Public Works Dr.
East Hampton, CT 06424

Proposal for Bid #2023-07-25

I, Daniel Clemons, an authorized official of Nescon, LLC, manufacturer of the XBroom, confirm that the XBroom meets or exceeds all of the specification details in bid #2023-07-25.

The included price quote, at \$323,850.00 is inclusive of all fees and options to satisfy bid #2023-07-25

On top of the specifications required in bid #2023-07-25, the XBroom will come with the following options included at the quoted \$323,850.00 price:

- Left Hand Steer Only
- 33,000LB GVW
- Cummins L9 Engine (300HP/860TQ)
- Allison 3500RDS 6-Speed Transmission
- 23,000LB Rear Axle With 2-Speed Rear End
- 12,000LB Front Axle
- Triple Variable Displacement Hydraulic Pumps
- Hopper Vertical Lift Mast Rated to Lift up to 15,000lbs.
- Quad Camera System (Rear View, In Hopper, Left End Slide, Right Step)
- Advanced Arrow Board (25 LED 4" amber lights w/ 14 different flash patterns)
- Water Tank Fill Hose Kit
- Stainless Steel Tool Box
- Strobe Light Package (8 Strobe Lights/1 Light Bar in Front Bumper)
- Variable Width Gutter Brooms (3-Position Width Selectable On-The-Fly in the Cab)
- Broom and Shovel Holder
- Cab Controlled Variable Motor Speeds

Nescon Authorized
Official Signature:

A handwritten signature in black ink, appearing to be "Daniel Clemons", written over a horizontal line.

Date:

6/11/2023

TOWN OF EAST HAMPTON

INVITATION to BID

Bid #2023-07-25

Sealed bids will be received by the Town of East Hampton for one Truck Mounted Street Sweeper for the East Hampton Public Works Department.

Bid specifications are available in the office of the Town Manager, 1 Community Dr., East Hampton, CT 06424: Monday through Thursday 8:00 am – 4:00 pm. Specifications may also be obtained by e-mail sent to the following address csirois@easthamptonct.gov or via the Town's website at http://www.easthamptonct.gov/Pages/EastHamptonCT_Finance/index. Bids must be submitted on forms provided for such by the Town. Bids will be received at the above location until **August 8, 2023 at 10:00 a.m. EST** at which time they will be publicly opened and read aloud. NO Bids will be accepted after this date and time. The Town reserves the right to reject any and all Bids it deems in the best interest of the Town to do.

LATE BIDS WILL NOT BE CONSIDERED.

David Cox

Town Manager

SECTION I: NOTICE OF INVITATION TO BID

1.0 BID Timeline

Name of the Proposal:	Truck Mounted Street Sweeper
Date of Issuance:	Tuesday, July 25, 2023
Deadline for Questions:	Tuesday, August 1, 2023 12:00 p.m. EST
Deadline for Proposal Submittal:	Tuesday, August 8, 2023 10:00 a.m. EST

BIDS TIME-STAMPED AFTER 10:00 a.m. ARE LATE

Sealed Proposal: Truck Mounted Street Sweeper

Office of the Town Manager-Town Hall 1 Community Dr., East Hampton CT 06424

Electronic and fax Bids **are not** acceptable

One original and five (5) copies of your proposal are required

Contact Person: Matthew Walsh, Director, Public Works

E-mail Address: mwalsh@easthamptonct.gov

Phone/ Fax Numbers Phone: 860-267-4747 Fax: 860-267-4172

- 1.1 The Town reserves the right to accept or reject any or all Bids and to waive any informality in Bids if such waiver does not substantially change the offer or provide a competitive advantage to any Company.
- 1.2 The Town is not responsible for delays occasioned by the U.S. Postal Service, or any other means of delivery employed by the Proposer. Similarly, the Town is not responsible for, and will not open, any proposal responses that are received on or after the time stated above. Late Bids will be retained in the Bid file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.
- 1.3 Bids will be opened on **Tuesday, August 8, 2023 at 10:00 a.m.** (our clock) EST in Town Hall, 1 Community Dr., East Hampton Connecticut. Only the names of companies who submitted bids will be revealed. The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the awarded proposal(s).
- 1.4 Bids will be evaluated promptly after opening. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposal results will not be given over the telephone. Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II: INSTRUCTIONS TO PROPOSERS

- 2.0 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Town that you have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Town of East Hampton reserves the right to reject any or all Bids, and to accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.
- 2.1 This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids.
- 2.2 Addenda - Any matter of this proposal package that requires explanation or interpretation must be inquired into by the Company in writing by August 1, 2023 at 12:00 PM EST. FAX or E-MAIL all questions to Matthew Walsh at 860-267-4747 or mwalsh@easthamptonct.gov. Any and all questions will be responded to in the form of written addenda to all Companies. It is the Proposer's responsibility to check for addenda.
- 2.3 Exceptions to Contract Documents - The Company shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid. Such exceptions or deviations will be considered in evaluating the bids. Companies are cautioned that exceptions taken to this bid may cause their proposal to be rejected.
- 2.4 Incomplete Information - Failure to complete or provide any of the information requested in this Invitation to Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".
- 2.5 No responsibility will be attached to any person for premature opening of a proposal not properly identified.

SECTION III: GENERAL TERMS AND CONDITIONS

- 3.1 **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word TOWN refers to the TOWN OF EAST HAMPTON, Connecticut throughout these Instructions and Terms and Conditions. Similarly, PROPOSER/BIDDER refers to the person or company submitting an offer to sell its goods or services to the TOWN.
- 3.2 **PROPOSAL RESULTS AVAILABILITY** - Proposals will be evaluated promptly after opening. NO PROPOSAL RESULTS WILL BE GIVEN OVER THE TELEPHONE. After award, notification will be sent to all companies who submitted a proposal. **No Proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.**
- 3.3 **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Town upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that is deemed irresponsible or unreliable by the Town. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
- 3.4 **PROPOSAL FORM** - Each Proposer must submit an original proposal and five (5) additional copies as required on the forms attached (**Section IV and Exhibit A**). The Proposer shall sign his/her proposal correctly, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
- 3.5 **SPECIFICATION DEVIATIONS BY THE PROPOSER/OFFEROR** - Any deviation from this specification **MUST** be noted in detail, and submitted in writing. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
- 3.6 **PROPOSER/OFFEROR REPRESENTATION** - Each Proposer must sign the Proposal with his/her usual signature.
- 3.7 **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
- 3.8 **BROCHURES** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
- 3.9 **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal

documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.

- 3.10 **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
- 3.11 **HOLD HARMLESS AGREEMENT** - The Contactor agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract.
- 3.12 **AVAILABILITY OF FUNDS** - Purchases under this contract are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
- 3.13 **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Town reserves the right to reject any or all Proposals. The Town further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Town.
- 3.14 **INVOICES** – Invoices should be submitted to the following address for payment:
- East Hampton Public Works
1 Community Dr.
East Hampton, CT 06424
Attn. Matthew Walsh
- 3.15 **LAWS AND REGULATIONS** - All applicable State of Connecticut and Federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.
- 3.16 **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Town.
- 3.17 **ELECTRONIC PROPOSAL SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
- 3.18 **MISCELLANEOUS** - The Town reserves the right to reject any and all proposals or parts thereof. The Town reserves the right to inspect Supplier's facilities prior to the award of this proposal. The Town reserves the right to negotiate optional items with the successful Proposer. Any final award is subject to the terms of a fully executed agreement approved by the Town's Attorney's.

- 3.19 **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the Town.
- 3.20 **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
- 3.21 **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Proposer shall fail to fulfill in a timely and proper manner its obligations or if the successful Proposer shall violate any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Town, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful Proposer for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.
- 3.22 **FORCE MAJEURE** - For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.
- 3.23 **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Town. Any assignment or attempt at assignment made without such consent of the Town shall be void.
- 3.24 **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 3.25 **SPECIFIC DELIVERY SCHEDULE** - For purposes of this proposal and subsequent awards, Town holiday closures are typically

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day following, and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the

year.)

Notice of a late delivery arrival should be made not less than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Town may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

- 3.26 **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
- 3.27 **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
- 3.28 **TAXES** - The Town of East Hampton is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Town is exempt will be deducted from invoices before payment is made.
- 3.29 **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal or proposal shall become public documents and subject to Connecticut Freedom of Information laws. By submitting any document to the Town of East Hampton in connection with a proposal or proposal, the submitting party recognized this and waives any claim against the Town of East Hampton and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Town of East Hampton and its officers and employees harmless from any claims arising from the release of any document or information made available to the Town of East Hampton arising from any proposal opportunity.

Due regard will be given for the protection of proprietary information contained in all Bids received; however, participants should be aware that all materials associated with project Bids during the entirety of the Program are subject to the terms of the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for participants to merely state in general terms that the proposal is proprietary in nature and, therefore, not subject to release to third parties. Any proposal that makes such a general or overarching claim may be subject to disqualification. **Those particular sentences, paragraphs, pages or sections which a participant believes to be exempt from disclosure under the FOIA must be specifically identified as such.**

- 3.30 **NO GIFT STANDARD** - The Town of East Hampton is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Town employee and not available to the general public, regardless of the value.
- 3.31 **AGREEMENT FORMS** - If a Proposer intends to request that the Town of East Hampton enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Town's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.

Proposers are advised that in the event any such agreement contradicts the Town of East Hampton requirements, the proposal may be rejected due to the contradiction unless

Proposer indicated deletion of such clauses. If agreement form indicated a firm other than the Proposer is contractor, vendor, or payee, the proposed contractor, vendor or payee must also indicate concurrence with the deletion of such clauses.

If no agreement form is included with the proposal, no such form will be approved by the Town during the evaluation or award processes, or following award of contract. If the proposal does not indicate the proposed contractor, vendor or payee to be a person or company other than the Proposer, (1) only the Proposer will be considered as Contractor and (2) payments will be made only to the Proposer to whom the contract is awarded.

The Town of East Hampton will in no case agree to terms not submitted for review with Bids.

- 3.32 **PAYMENT TERMS** - Payment terms for services authorized under this agreement shall be net thirty (30) days upon receipt of an original invoice. Payment terms may be modified upon mutual agreement between the Town and vendor.

The Town may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

Section IV: Federally Funded Purchases

This purchase is being paid for with American Rescue Plan Act funds. The Town of East Hampton must comply with the terms of ARPA regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements").

The successful bidder will be required to sign an American Rescue Plan Act (ARPA) Contract Addendum ([Exhibit A](#))

Section V: Detail Specifications

One new truck mounted mechanical street sweeper having a minimum GVW of 26,000 lbs.

Engine:

The engine shall be an inline six cylinder diesel of the heavy duty type that features a wet sleeve design. It shall be certified for operation in all 50 states. It shall provide a minimum of 300 horsepower and a minimum of 860 lbft of torque. The engine shall be equipped with a minimum 160 amp alternator of the heavy duty brushless design. It shall be cooled by a radiator of no less than 900 square inches filled with extended life coolant protecting it to -34 degrees Fahrenheit. It shall have a minimum 1000 watt /115volt block heater. It shall have an air operated clutch type cooling fan.

Transmission:

The transmission shall be an electronically controlled, automatically shifted, 6 speed design. It shall include a torque converter and be of sufficient capacity to handle the full engine output and the full expected load of the sweeper unit. It shall have sufficient cooling capacity to accommodate the low-speed high torque requirements of a street sweeper. It shall have a power take off provision that is of sufficient capacity to provide all of the power requirements of the sweeping apparatus. The gear ratios shall allow for travel at highway speeds while also working efficiently at the slow speeds required for sweeping.

Rear Axle:

The rear axle shall be of sufficient capacity to carry the full load of the sweeper. It shall have air ride suspension that works in conjunction with the sweeper apparatus to provide maximum stability while dumping. It shall have gear ratio or ratios sufficient to travel at highway speeds while still allowing it to work at the slow speed necessary for sweeping. (2 speed preferred) Larger capacity axles and brakes will be given preference.

Front Axle:

The front axle shall be of sufficient capacity to carry the full load of the sweeper. It shall have leaf spring type suspension. The wheel bearings shall be lubricated with oil which is visible through the window on the hubcaps. Larger capacity axles and brakes will be given preference

Brakes:

The brakes shall be of the air operated S cam design that includes ABS. The brake chambers shall be of the long stroke type, sealed against contaminants and protected against corrosion. The slack adjuster's shall be the automatic adjusting type. (Haldex brand preferred.) The system shall be equipped with an oil coalescing type air dryer that includes a heater for cold weather operation.

Frame:

The frame shall be of the single rail design, no double frames will be accepted. The frame shall be of sufficient strength to accommodate the full load of the sweeper and be of the shortest wheelbase possible to enhance maneuverability. The frame shall be painted and properly protected from corrosion to assure a long service life. At the front of the frame a three-piece painted bumper with collapsible ends and two tow hooks shall be included.

Wheels:

The wheels shall be of the hub piloted design utilizing 10 studs and nuts to retain them. They shall be steel and painted to prevent corrosion. 8.25x22.5 with 11/R/22.5 tires preferred.

Cab:

The cab shall be of the conventional design with a tilt forward fiberglass hood allowing full access to the engine compartment. It shall include two exterior grab handles for ingress and egress. The grille shall include a bug screen in front of the radiator. It shall have both an electric city horn as well as an air horn. The cab shall be equipped with a heating/ ventilation system that includes air conditioning sufficient to keep the interior comfortable for the operator. It shall contain two premium air suspended seats that include lumbar support. The cab shall have all necessary mirrors to see both the rear of the sweeper and the gutter brooms and hopper when dumping. At a minimum the rear-view mirrors will be heated with a preference to have all mirrors heated. A standard radio with AM/FM/WB and Bluetooth connectivity shall be supplied. Interior sun visors on both left and right side shall be supplied.

Electrical System:

The electrical system shall include two standard group 31 stud type batteries with a minimum 2000 cold cranking amperes. It shall include as many circuit breakers in place of fuses as possible. The wiring harness shall be designed and routed with abrasion resistant covering and have sealed connections at every terminal. Remote mounted jump start studs should be supplied. There shall be a master disconnect switch inside the cab to isolate the batteries from the rest of the system.

Sweeping Mechanism:

The sweeper shall be of the mechanical type. No air sweepers will be considered. The sweeping mechanisms shall be powered by the chassis engine. The design of the sweeper shall provide the full amount of hydraulic oil flow required to operate the sweeper at full capacity while the chassis engine is at its low idle speed. Preference will be given to machines that utilize standard readily available industrial components as much as possible versus captive proprietary parts in high wear areas.

The sweeper shall have two side brooms that extend out from the frame to provide a 140" sweeping path. They shall be adjustable by the operator, while working, for down pressure, width of path, and tilt of broom. Both side brooms shall be powered by motors

of sufficient capacity to prevent them from slowing down in heavy sweeping conditions.

The main broom shall be of the standard tube core type that sweeps a 60" path. It shall be powered by a motor of sufficient power to prevent it from slowing in heavy sweeping conditions. It is preferred the broom pressure to be controlled by the operator while the sweeper is working.

The elevator shall be a full width drag chain type with sufficient incline and speed to carry a full load to the hopper without the swept material falling back down in front of the broom. The elevator shall be equipped with a stall alarm and the ability to reverse from the operators control panel while in motion, to allow jammed material to be freed quickly. The elevator height shall be adjustable to allow for bulky materials to pass under it easily. The elevator shall support wear resistant drag shoes to seal the elevator sides with the broom. It shall have a flap that follows the road no matter the height of the elevator to prevent material from going under and not onto the elevator.

The hopper shall be designed to carry as much as possible. (Larger capacity preferred) The hopper lift system shall raise the hopper as high as needed to dump into trucks over the side of the truck. Preference will be given to higher lift heights. The lift mechanism shall be of a sturdy durable design of sufficient capacity to repeatedly lift a full hopper of swept material. The door mechanism shall be of sufficient length to prevent the sweeper from having to be dangerously close to the truck while dumping.

The hydraulic system shall have sufficient cooling capacity to work in heavy conditions in high heat without overheating. It shall have a filtering system capable of trapping and holding particles down to 10 microns. All hydraulic components shall be mounted so as to keep the length of hoses needed to a minimum.

There shall be a camera to see the right side gutter broom, the inside of the hopper to monitor the load and a backup camera. The display shall be mounted where the driver can easily monitor it.

The water system for dust suppression shall carry a minimum of 300 gallons of water. It shall have a sufficient number of nozzles properly sized and placed to suppress the dust created from sweeping. It shall be equipped with 2" lay flat hose equipped with cam and groove couplers. It shall be fitted with a filter system to prevent nozzle plugging.

These specifications are to highlight the main characteristics the Town seeks in a complete machine that is properly constructed to work as a mechanical street sweeper capable of serving the needs of the Town of East Hampton for many years to come. Completed proposals shall supply all of the relevant details pertinent to the whole machine. Delivery of the truck mounted sweeper to the Town shall be by March 15, 2024.

Proclamation

CELEBRATING 100 YEARS OF THE EAST HAMPTON VOLUNTEER FIRE DEPARTMENT

WHEREAS, the East Hampton Volunteer Fire Department was formally organized in 1923 and is celebrating its “Century of Service” to the Town of East Hampton in 2023; and

WHEREAS, in February, 1923, the Town Meeting approved the purchase of a motor propelled double tank chemical engine in order to provide suitable fire protection for the town; and

WHEREAS, in October, 1923, a lease was signed with the Starr Brothers Bell Company for a piece of land on which to build a fire engine house on what is now known as Watrous Street for the newly formed East Hampton Volunteer Fire Department; and

WHEREAS, in 2023, the East Hampton Volunteer Fire Department remains a 100% volunteer organization that operates out of three fire stations and provides exceptional emergency response to the Town of East Hampton and its mutual aid region.

NOW, THEREFORE, WE THE EAST HAMPTON TOWN COUNCIL, on behalf of the citizens of East Hampton, do hereby express our gratitude to the East Hampton Volunteer Fire Department for their dedication and service to the community and congratulate them on 100 years of service.

EAST HAMPTON TOWN COUNCIL

Mark A. Philhower, Chairman

Timothy Feege, Vice Chairman

James “Pete” Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

Dated this 12th day of September, 2023

Town of East Hampton
Middlesex County, Connecticut

DRAFT – August 328, 2023

Ordinance No. 2023.06

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

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

WHEREAS, said stipend is intended to recognize the benefits provided to the Town of East Hampton by the individuals who volunteer their time in service to their community, which payments are far below the pay that would be received for a paid professional acting in the same capacity with the same skills, and;

WHEREAS, the Town Council desires to update the Code to increase said stipend for members of departments ~~that do who are~~ not ~~have other participating in~~ pay models that provide additional current pay for current service and to continue to recognize volunteer effort on behalf of and in service to the community.

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

Section 1: Section 275-13 of the Code of the Town of East Hampton regarding Stipend granted; amount is hereby repealed in its entirety and replaced to read as follows:

§ 278-13 Stipend granted; amount.

The Town of East Hampton hereby authorizes an annual stipend for each volunteer firefighter, paramedic, ambulance driver, EMT or Civil Preparedness Director in the following amounts before all applicable taxes in accordance with this Article.

A. Volunteer Firefighter - \$2,500

~~B.~~ B. Paramedic, ambulance driver, EMT ~~not receiving volunteer incentive pay - \$2,500~~

~~B.C.~~ B.C. Other eligible paramedic, ambulance driver, EMT - \$1,250

~~C.D.~~ C.D. Civil Preparedness Director/Emergency Management Director - \$2,500

Section 2: This ordinance is effective immediately upon its adoption and publication in accordance with Connecticut Statutes and shall be effective for volunteer service in calendar year 2023 and paid in fiscal year 2024/2025.

~~[SIGNATURES FOLLOW]~~

Approved this ____ day of _____, 2023.

TOWN COUNCIL

ATTEST

Mark A. Philhower, Chairperson

Kelly Bilodeau, Town Clerk

Town of East Hampton
Middlesex County, Connecticut

DRAFT – August 3, 2023

Ordinance No. 2023.07

An Ordinance Amending Chapter 96 of the Code of the Town of East Hampton Regarding Parks and Recreation Department

WHEREAS, the Code of the Town of East Hampton provides for creation of a Parks and Recreation Department and a Parks and Recreation Advisory Board, and;

WHEREAS, it has been determined to reorganize certain duties of the aforementioned Department to remove maintenance duties for parks, clarify the Department’s responsibilities for Air Line Trail operations and lake management and to rename the Department to the Recreation Department, and;

WHEREAS, the Town Council desires to update the Code to reflect the duties and to clarify that the Parks and Recreation Advisory Board will continue to provide advise and oversight for both aspects in cooperation with the Directors of Public Works and Recreation.

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

Section 1: Chapter 96 of the Code of the Town of East Hampton regarding Parks and Recreation Department is hereby repealed in its entirety and replaced to read as follows:[deleted language shows as ~~strikeout~~ and added language is underlined]

Parks and Recreation ~~Department~~

§ 96-1 Establishment; responsibilities.

There is hereby established a ~~Parks and~~ Recreation Department which shall be responsible for providing balanced recreational programs for the inhabitants of the ~~Town, and~~Town and overseeing operation of recreational areas of the Town including parks, the Air Line Trail and Lake Pocotopaug. The Recreation Department will also coordinate with the Department of Public Works for the care, maintenance and management of parks and grounds assigned to said Recreation Department.

§ 96-2 ~~Parks and Recreation Director~~Director of Recreation.

A. The ~~Parks and Recreation Director~~Director of Recreation shall be head of the Department established in § 96-1, and shall be appointed by the Town Manager as prescribed by Section 3.3 of the East Hampton Town Charter, as amended.

B. The ~~Parks and Recreation Director~~ Director of Recreation shall be responsible for the proper operation of the Department and programs and shall supervise all personnel assigned thereto. The ~~Parks and Recreation Director~~ of Recreation shall perform all other duties as prescribed by the job description for the position under the general direction of the Town Manager. All incumbent personnel, including the Director, upon the adoption of this chapter, shall continue employment without interruption, and shall maintain the longevity and seniority that they enjoyed prior to the adoption of this chapter.

§ 96-3 Annual budget; disposition of revenues.

Each year, at such time or times that the Town Manager shall prescribe, the ~~Parks and Recreation Director~~ Director of Recreation shall prepare and submit to the Town Manager an estimated budget for the operation of the ~~Parks and Recreation~~ Department, together with any other information for the ensuing fiscal year. Said Department shall operate within the appropriations made by the Town for its purposes, and all revenues collected by the Department shall be promptly deposited in the Town Treasury.

§ 96-4 Parks and Recreation Advisory Board.

A. There shall be a Parks and Recreation Advisory Board which shall consist of seven electors of the Town who shall serve without pay except for reimbursement of necessary expenses. Not more than five of said electors shall be members of the same political party. All members shall be appointed by the Town Council for three-year overlapping terms. All incumbent members of the Parks and Recreation Advisory Commission existing prior to the amendment of this chapter shall be considered appointed to the Advisory Board established herein and shall continue in office until their present terms expire.

B. The Parks and Recreation Advisory Board shall work with the Directors of Recreation and Public Works and periodically advise the Town Council on long-range needs for public parks, playgrounds, swimming pools and places, athletic fields, public gardens and other recreational sites, including equipment and facilities used in connection therewith as now or may hereafter be established, whether within or without the corporate limits of the Town, which regulations shall be enforced as hereinafter provided. Said Board shall also advise the Town Council on necessary rules and regulations for the operation, care and management of the aforementioned sites and facilities, or the Town Council by resolution or ordinance may delegate the power to adopt such rules and regulations to said Board. Said Board shall elect its own officers, which shall include a Chairman and Vice Chairman, and shall determine their own rules of procedures. Said Board shall hold regular and special meetings as necessary and may conduct informational hearings for public input, all in conformance with the Freedom of Information Act.

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

[SIGNATURES FOLLOW]

Approved this _____ day of _____, 2023

TOWN COUNCIL

Mark A. Philhower, Chairperson

ATTEST

Kelly Bilodeau, Town Clerk

CONCEPT DRAFT

An amendment to the Agreement
between the Town and Edgewater
development amending
maintenance responsibility for
Edgewater Circle

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

[SIGNATURES FOLLOW; REMAINDER INTENTIONALLY BLANK]

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

EDGEWATER HILL ENTERPRISES, LLC

Witnesses:

By:

Name: Stephen Motto

Its: Manager

Print Name:

Print Name:

EDGEWATER HILL PROPERTIES, LLC

By:

Name: Stephen Motto

Its: Manager

Print Name:

Print Name:

TOWN OF EAST HAMPTON

By:

Name: David E. Cox

Its: Town Manager, Duly Authorized

Print Name:

Print Name:

[NOTARY ACKNOWLEDGEMENTS FOLLOW; REMAINDER INTENTIONALLY BLANK]

STATE OF CONNECTICUT

COUNTY OF _____ SS.

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

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary
Date Commission Expires:

STATE OF CONNECTICUT

COUNTY OF _____ SS.

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

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary
Date Commission Expires:

NOTARY ACKNOWLEDGEMENTS CONTINUE

STATE OF CONNECTICUT

COUNTY OF _____ SS.

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

In witness whereof I hereunto set my hand.

Commissioner of the Superior Court
Notary
Date Commission Expires:



MEMORANDUM

TOWN COUNCIL

Mark Philhower
Chairperson

Tim Feegel
Vice Chairperson

James Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

TO: Town Council
FROM: David E. Cox, Town Manager
DATE: July 20, 2023
SUBJECT: Edgewater Circle Maintenance

At the last Council meeting, I was asked to outline in more detail the cost breakdown in the current agreement related to maintenance of Edgewater Circle. As the Council may recall, Edgewater Circle is a private road and maintenance of the road and other common areas is paid by the developer with contributions from the owners in the development.

The agreement executed in 2018 for the Town's purchase of the Town Hall property calls for the Town, like other property owners, to pay a pro-rata share of the annual operating costs for maintaining and insuring the common areas and common infrastructure of the development. Further, the agreement outlines that the Town and other owners would pay a pro-rata share of any capital costs for replacement or major capital projects.

The calculation for pro-rata share is based on square footage of the structures. Town Hall is calculated at 33,400 square feet. In 2022, the last year for which the pro-rata calculation has been completed, the total occupied development included 135,000 square feet, of which the Town Hall accounts for about 24.7%. Based on annual expenses for operating costs, the Town paid just over \$14,000. The overall development is anticipated to be approximately 390,000 square feet of occupied building space assuming full buildout of the overall plan as revised to include the Town Hall. The Town would be approximately 8.6% of this total.

Public Works Director Walsh estimated the annual cost of regular Town maintenance of the road once it is fully complete to be approximately \$9,000 including plowing and ice control as well as pothole patching and the like. Long term maintenance costs are estimated as shown below.

- Crack sealing at about year 7 - \$13,500
- Chip seal surface repair at about year 10 - \$65,000
- Mill and overlay at about year 20 - \$235,000
- Road Reconstruction at about year 30 - \$600,000



These costs will be significant in the future, and, under the current agreement, future owners will face some sort of an assessment to cover the cost. On a purely financial basis, if the owners all continued to pay their share of the costs based on the pro-rata, the Town would pay less out of pocket if the current agreement were followed. However, the Council may want to consider that future owners may complain to the Town that the cost of major road replacement work should not be their direct responsibility despite the agreement. This argument has been made to the Council in the past and some costs for some private roads have been absorbed by the Town. Further, not only are there monetary considerations for the Council related to eliminating the annual payment to the developer in favor of absorbing these costs into the Town budget, but the Council may also want to consider any issues around the Town Hall being on a privately owned and maintained road.

I have attached an excerpt from the Agreement related to these payments for information.

DC

provides an explanation for such failure that is satisfactory to the Town and such failure does not unreasonably interfere with the Town's rights hereunder, the Town may not elect to perform such work. The foregoing notwithstanding, in an emergency, if Edgewater or Hill, as applicable fails, to perform such repairs and maintenance to the Internal Drive Drainage Facilities or Drainage Collection Facilities as required hereby, then the Town shall only be required to give such notice and opportunity to cure as is reasonable under the circumstances.

2. The Town hereby covenants, at its sole cost and expense, to install and maintain, repair and replace, at the Town's sole cost and expense, in good order and operating condition, fit for their intended purposes, the Town Drainage Facilities (and any maintenance, repair, or replacement work of the Town Drainage Facilities shall be subject to the provisions above in Sections II C. regarding Utility Work).

IV. Common Infrastructure

A. Identification of Common Infrastructure. The parties understand that the Town Property is one of several properties comprising the Master Plan Area, and that the Town is expected to pay its respective Pro Rata Share (as defined herein) of, and contribute to, the costs of Major Repairs and Ordinary Maintenance to the infrastructure which serves the Master Plan Area as may exist from time to time (collectively, the "Common Infrastructure"), and costs incurred by and with respect to the operation, maintenance, repair and replacement of such Common Infrastructure. The parties agree that their intent expressed under the preceding sentence shall be effectuated and carried out solely by the provisions below under this Article IV. "Common Infrastructure" includes, without limitation, the following facilities and systems to the extent each may exist within, and serve, the Master Plan Area from time to time: (i) Project Roadways (inclusive of the Internal Drives); (ii) utility systems; (iii) drainage facilities (such as the Internal Drives Drainage Facilities and Drainage Collection Facilities, but expressly excluding the Town Drainage Facilities [as hereafter defined]); (iv) sidewalks, and (v) landscaping. Common Infrastructure specifically excludes any infrastructure or facilities that exclusively serve any one specific owner of any of the properties located within the Master Plan Area or that is located on the Town Property. Notwithstanding anything to the contrary herein, the Town shall be responsible for all costs in connection with the construction, maintenance and repair of the Emergency Access Driveway and Public Driveways.

B. Town's Common Infrastructure Operations Fee and Reserve Fee.

1. Operator. For purposes of administering the provisions in this Article IV, the term "Operator" shall, where the context reasonably indicates, refer to Edgewater and/or Hill collectively and/or an agent or representative of Edgewater and/or Hill designated by Edgewater and Hill to administer and carry out such provisions on their behalf.

2. Payment of Operations Fee and Reserve Fee Generally. The parties agree that the Town shall pay to the Operator as and when required under Section IV B. 4. below the Operations Fee and the Reserve Fee (all as more particularly defined below), and the Town's payment of the Operations Fee and Reserve Fee shall satisfy in full the Town's obligation to pay and contribute to the Town's Pro Rata Share of the Operating Costs (as hereafter defined). Except for Common Infrastructure Capital Costs (as defined below) and amounts that the Town

is required to pay on account of its default or failure to perform as required hereunder, the Town shall not be obligated to pay or contribute any other amount to Operator for the Operator's operation, maintenance or repair of the Common Infrastructure other than the Operations Fee and Reserve Fee.

3. Certain Definitions.

a) Operating Costs. For purposes hereof, and determining the Operations Fee to be paid by the Town as more particularly provided below, the term "Operating Costs" shall mean and include any and all costs and expenses incurred by Operator (i.e., Edgewater and/or Hill") for Major Repairs and Ordinary Maintenance to Common Infrastructure and Operator's general operation and maintenance of the Common Infrastructure and common areas of the Master Plan Area, including, without limitation, the cost of utilities consumed or used with respect to Common Infrastructure (e.g., electric for lighting) and insurance premiums allocable to the Common Infrastructure, but "Operating Costs" expressly excludes Common Infrastructure Capital Costs (as defined below) and any amounts incurred by Edgewater and/or Hill on account of the Town's default or failure to perform as required hereunder or pursuant to any express written agreement entered into by the Town.

b) Operations Fee. The "Operations Fee" is an annual amount to be paid by the Town in monthly installments to the Operator, all as more particularly provided herein, for the purposes of contributing to the Town's Pro Rata Share (as hereafter defined) of Operating Costs.

c) Reserve Fee. The "Reserve Fee" shall be equal to 15% of the applicable Operations Fee and accrued Reserve Fees received by Operator shall be maintained and/or applied in Operator's sole but reasonable discretion and the accrual of such Reserve Fees shall not limit the amount of the Operations Fee or Reserve Fee to be paid at any time. Accumulated Reserve Fees, shall only be used to pay for Operating Costs but nothing herein shall require Operator to use any such accumulated Reserve Fees and Operator may instead continue to hold such accumulated Reserve Fees as a reserve in its sole discretion. Without limitation, Operator shall not be required to apply or use such Reserve Fees for any Common Infrastructure Capital Costs (the Pro Rata Share of which shall be paid by the Town as provided below).

d) Operations Fee Notice. An "Operations Fee Notice" is a statement to be given to the Town as and when provided herein which shall set forth the Operations Fee, Reserve Fee, and the Monthly Fee for the Fiscal Year immediately following the date such Operations Fee Notice is given (except as otherwise expressly provided herein). The Operations Fee Notice shall also include a short and general narrative and summary describing the basis for the Operator's determination of the Operations Fee (and any increase thereto) and, if applicable, a short explanation of the calculation of the CPI Factor if applicable to the determination of the Operations Fee. Notwithstanding the Operator's agreement to provide such narrative and information, the parties agree that the Town shall have no audit or investigation rights (or any similar types of rights) with respect to the Operations Fee, the Operator's determination thereof, nor shall the Town have any other rights other than those expressly provided herein.

e) CPI Factor. The “CPI Factor” shall be a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number (as defined below). The “Base Index Number” shall be the lowest level of the Index for the Fiscal Year prior to the Determination Date (as hereafter defined). The “Current Index Number” shall be the highest level of the Index for the Fiscal Year during Determination Date. The “Index” shall be the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, All Items, 1982-84=100, not seasonally adjusted, as published by the Bureau of Labor Statistics of United States Department of Labor, or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Operator shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

4. Commencement of Town’s Operations Fee and Reserve Fee Payments; Determination of Operations Fee. Commencing on January 1, 2020 and continuing thereafter each month, the Town shall pay to the Operator one twelfth (1/12) of the annual Operations Fee as provided below together with the Reserve Fee (such monthly installments of the Operations Fee and Reserve Fee maybe referred to herein together as the “Monthly Fee”) on or **prior to the fifth day of each month** as provided hereinbelow. Without limitation, for all periods below a Reserve Fee shall be paid together with the applicable Operations Fee described below.

a) **Operations Fee for January 1, 2020 – June 30, 2021**. For the period commencing January 1, 2020 and ending June 30, 2021 (“Initial Period”), the parties agree that the annual Operations Fee shall be \$6,000 (prorated for the partial year and payable in monthly installments of \$500).

b) Operations Fee for July 1, 2021 – June 30, 2022. For the first Fiscal Year (as hereafter defined) following the Initial Period (i.e., July 1, 2021 - June 30, 2022) the “Operations Fee” shall be equal to the Base Operations Fee (as defined below) or, if greater than the Base Operations Fee, Operator’s estimate of the Town’s Pro Rata Share of Operating Costs for such Fiscal Year commencing July 1, 2021 – June 30, 2022 provided such estimated amount is not greater than the Base Operations Fee by an amount that is more than the greater of (i) 5% or (ii) the CPI Factor (as defined below). The Operations Fee for such Fiscal Year commencing July 1, 2021 – June 30, 2022 shall be set forth in an Operations Fee Notice (as defined below) given to the Town on or prior to January 30, 2021. Solely with respect to such first Operations Fee Notice to be given on or prior to January 30, 2021, the Operator shall include a statement setting forth the Town’s Pro Rata Share and the actual Operating Costs incurred by Operator (i.e., Edgewater and/or Hill) for the year period commencing January 1, 2020 and ending December 31, 2020 (the “Base Year”) and the product of such actual Operating Costs for the Base Year and the Town’s Pro Rata Share during such Base Year (or average thereof if it changed during such period) as reasonably determined by Operator shall be the “Base Operations Fee”, which Base Operations Fee may be equal to, greater or less than Operations Fee paid during the Initial Period.

c) Operations Fee following July 1, 2022. For all Fiscal Years following Fiscal Year July 1, 2021 – June 30, 2022, the Operations Fee for each subsequent Fiscal Year shall be as set forth in a notice an Operations Fee Notice (as defined below), and shall be equal to the Town’s Pro Rata Share of estimated Operating Costs for such Fiscal Year as determined by the Operator in its sole and reasonable discretion; provided, however, that the Operations Fee for each Fiscal Year shall not increase from Operations Fee paid for the prior year by more than the greater of: (i) 5% or (ii) the CPI Factor (as defined below). Provided that the Operation Fee Notice is given on or prior to the January 30 immediately preceding a given Fiscal Year, the Town shall pay its Monthly Fee (i.e., Operations Fee plus applicable Reserve Fee) as determined by Operator and set forth in any Operations Fee Notice during such Fiscal Year. In the event that the Operator fails to provide the Town with an Operations Fee Notice, then the Town shall continue to pay the Monthly Fee as set forth in the most recent Operations Fee Notice for the applicable Fiscal Year until the next Operations Fee Notice is given with respect to the following Fiscal Year.

5. Common Infrastructure Capital Costs. In addition to the Town’s obligations to pay the Monthly Fee to the Operator, the Town shall also be required to pay its Pro Rata Share of Common Infrastructure Capital Costs as and when provided herein. “Common Infrastructure Capital Costs” are all capital (as determined by Operator’s accountant in accordance with GAAP) costs and expenses incurred by Operator (i.e., Edgewater and/or Hill) for Major Repairs and Ordinary Maintenance to Common Infrastructure, which for purposes hereof, without limitation, shall include any capital repairs or replacements to any of the Common Infrastructure, but “Common Infrastructure Capital Costs” expressly excludes any amounts incurred by Edgewater and/or Hill which are to be paid 100% by the Town on account of the Town’s default or failure to perform as required hereunder (except to the extent caused by negligence or misconduct of Edgewater or Hill), any other express provisions of this Easement or pursuant to another written agreement. From time to time, the Operator shall have the right to give the Town notice of Common Infrastructure Capital Costs incurred or to be incurred by the Operator and the Town’s Pro Rata Share thereof and the Town shall pay its Pro Rata Share of any such Common Infrastructure Capital Costs on or prior that date which is twelve months after the July 1 immediately following the Operator giving the Capital Cost Notice (and in no event later than twenty-three (23) months following the giving of such Capital Cost Notice. A Capital Cost Notice shall be deemed adequate and sufficient for purposes of determining the amount to be paid by the Town pursuant hereto provided that includes either, in the case of costs previously incurred by the Operator, an invoice or similar statement for the costs incurred or, in the case of costs to-be incurred, a copy of the contract to be performed or a certification from the contractor or party to perform such work confirming the existing of the contract, the work to be generally performed and the contract cost thereof. The Town shall not have any audit or similar rights. Without limitation, Operator shall not be required to use the Reserve Fees to pay for any Common Infrastructure Capital Costs, but shall, in its sole discretion, have the right to use accrued Reserve Fees to cover such costs pending reimbursement by the Town.

C. Pro Rata Share. As used in this Agreement, the term “Pro Rata Share” shall be based upon the Town’s fractional share of the total habitable square footage of finished buildings for which a certificate of occupancy has been issued within the Master Plan Area (i.e., a fraction, the numerator of which is the total actual square footage of finished buildings located on the

Town Property and denominator of which is the total actual square footage of finished buildings within the Master Plan Area), and as such, the Pro Rata Share will change from time to time as new buildings are incorporated into the Project and/or as new buildings are constructed within the Town Property. Until such time as a certificate of occupancy has been issued for the buildings to be constructed (i.e., the Town Hall and Police Station) pursuant to the Site Plan as part of the Town Project, the square footage used in calculating the Town's Pro Rata Share shall be established utilizing the square footage of the buildings to be constructed pursuant to the Site Plan as part of the Town Project (i.e., the Town Hall and Police Station), which for purposes of this sentence shall be deemed to be 33,400 sq. ft..

1. Notwithstanding the preceding, the parties agree that the cost for any particular Major Repair or Ordinary Maintenance that is the responsibility and sole cost of a particular owner of property within the Master Plan Area or its tenant pursuant to another agreement (e.g., a Property owner or its tenant that is required pursuant to a separate agreement by and between that owner and Edgewater and/or Hill to plow snow within a certain portion of the Project Roadways), the total habitable square footage of finished buildings on the Property responsible for such Major Repair or Ordinary Maintenance shall be excluded from the denominator for purposes of the calculation of Pro Rata Share for that particular Major Repair or Ordinary Maintenance. Notwithstanding anything to the contrary herein, there shall be no obligation to perform any Common Infrastructure Maintenance and Repairs, except to the extent expressly provided by the terms of this Agreement (such as with respect to the Internal Drives Parcel), imposed on (by implication or otherwise) Edgewater, Hill and/or any of their successors or assigns.

D. Capital Improvements. The parties hereto hereby agree that, in the case of a future permit or approval for development within the Master Plan Area that is conditioned upon Edgewater or Hill constructing and/or installing a major capital improvement benefiting the Master Plan Area, and Edgewater or Hill provides written evidence reasonably satisfactory to the Town that the requirement or timing of such capital improvement was necessitated in part by the construction of the Town Project, the parties shall exercise good faith efforts to establish a commercially reasonable cost-sharing arrangement with respect to the construction and installation of such major capital improvement that is reflective of the Town Project's proportionate connection to necessitating such capital improvement. Thereafter, Edgewater or Hill, as applicable, shall be solely responsible, for the repair and maintenance of any such capital improvement and, to the extent required, shall also be solely responsible for all negotiation and transactions with any third parties required in connection with the capital improvement.

V. Reservation of Rights; Use Restrictions; Work; Restoration.

A. Reservation of Rights. As used herein, (i) the term "Edgewater Easement Areas" means all portions of the Edgewater Property and Hill Property in which an easement for the benefit of the Town Property was created pursuant to Sections I, II and III of this Agreement and (ii) the term "Town Easement Areas" means all portions of the Town Property in which an easement for the benefit of the Edgewater Property and Hill Property was created pursuant to Section I of this Agreement. The Edgewater Easement Areas and the Town Easement Areas are collectively referred to as the "Easement Areas" and individually as an "Easement Area".

LEASE

Revision of 4-21-08

AGREEMENT by and between the **Town of East Hampton**, a municipal corporation organized and existing under the laws of the State of Connecticut with its territorial limits within the County of Middlesex, acting herein by Robert G. Drewry, its Interim Town Manager, duly authorized (hereinafter called "Lessor"), and **The East Hampton Volunteer Ambulance Association, Inc.**, a corporation organized and operating under the laws of the State of Connecticut, with its principal place of business in East Hampton, Connecticut, acting herein by David Kosciuk, its President, duly authorized (hereinafter called "Lessee").

In consideration of the terms and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. PREMISES.

1.1 Premises. The Lessor hereby leases and demises to the Lessee that parcel of land known as 4 Middletown Avenue, East Hampton, Connecticut, together with all improvements and fixtures therein. Said parcel, improvements, and fixtures are hereinafter called "the Premises". Said parcel is more particularly described in Schedule A attached hereto and made part hereof.

1.2 Utilities. Lessee shall provide and pay the costs of all sewer, water, heat, air conditioning and utilities, including but not limited to electricity, serving the Premises.

1.3 Routine Cleaning. Lessee shall provide and be responsible for all routine cleaning of the Premises, both interior and exterior to the improvements, including waste and trash disposal.

2. TERM.

2.1 Term. The term of this Lease shall be for a period of ninety-nine (99) years, commencing as of July 1, 2007. Should Lessee's corporate existence be dissolved or terminated, this Lease shall automatically expire at such time.

2.2 Notice of Lease. Each party hereto agrees, upon the demand of the other party, to execute and deliver to the other party a Notice of Lease in the form and executed in

the manner required by Section 47-19 of the General Statutes of Connecticut, as amended.

3. RENT.

3.1 Basic Rent. Lessee shall pay to Lessor an annual rental of \$1.00 (one dollar) for the Premises, which rental shall be paid on or about July 1 of each lease year.

4. SECURITY DEPOSIT.

4.1 Amount. So long as Lessee is not in default of any term or condition contained herein, Lessor shall not require Lessee to pay a security deposit.

4.2 Application. If the Lessee should default with respect to any covenant, duty or obligation of the Lessee hereunder, then Lessor may require Lessee to pay a security deposit in an amount deemed satisfactory to Lessor in its sole and reasonable discretion. Subsequently, the Security Deposit may be applied by Lessor (without obligation to do so) on the damages sustained or amounts expended by Lessor by reason of any such default. No such application shall be construed as an agreement to limit the amount of Lessor's claim or as a waiver of any damage or release of any indebtedness.

5. USE OF PREMISES.

5.1 Use of Premises. The Lessee covenants and agrees that during the entire Lease Term, the Premises will be used for the purpose of operating and maintaining an ambulance facility and for no other purpose without the written consent of Lessor.

5.2 Unlawful Purpose. The use of the Premises by Lessee shall be in compliance with all applicable laws, regulations and ordinances of federal, state and local governments. Lessee will not use or allow the Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering the use of the Premises, or any part thereof, or in violation of any permit or license connected with the lease of the Premises, or any part thereof, and will not suffer any act to be done or any condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous (unless safeguarded, as required by law), or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.3 Increase In Insurance Risk. No part of the Leased Premises shall be occupied or used by any person for any purpose or in any manner so as to increase the insurance risk existing as of the date hereof or prevent the obtaining of insurance, or so that, in accordance with any requirement of law or any public authority, Lessor shall be obligated to make any addition or alteration to or in the building.

5.4 Continuous Use of Premises. Lessee shall continuously and uninterruptedly, during the entire Term of this Lease, occupy and use the entire Leased Premises for the purpose or purposes herein specified, and shall continuously use not less than 100% of the Leased Premises for such purposes, except during any time when the Leased Premises may become untenable by reason of fire or any casualty.

5.5 Waste. Lessee will not do or suffer any waste or damage, disfigurement or injury to any portion of the Premises.

5.6 Entry by Lessor. Lessee shall permit Lessor or Lessor's authorized representatives to enter the Premises upon 24 hours notice by appointment for the following purposes without business interruption: (1) inspecting the same; (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such work or to commence the same within 30 days after written notice from Lessor. Nothing herein shall be deemed or construed as a duty upon the part of Lessor to do any such repairs upon Lessee's default in failing to perform the same.

5.7 Quiet Enjoyment. Lessee shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants, and conditions on Lessee's part to be observed and performed, peaceably and quietly, have and hold the Premises, without hindrance or molestation by any person or persons lawfully claiming by, through or under Lessor, subject, however, to the term of this Lease and to any mortgage, but it is understood and agreed that this covenant and any and all other covenants of Lessor contained in the Lease shall be binding upon Lessor and Lessor's successors only with respect to breaches occurring during Lessor and Lessor's successors respective ownership of the Lessor's interest hereunder. Lessor

represents that water service, heat, air conditioning, and sewer service are available at the Premises and are fully functional at the commencement of this Lease.

5.8 Grounds Maintenance. Lessee agrees to keep the parking areas, sidewalks and walkways free of snow and ice, and safe from other ordinary hazards of nature. Additionally, Lessee will be responsible for maintenance of landscaping, including but not limited to mowing and snowplowing. Notwithstanding the foregoing, Lessor will endeavor to snowplow the entranceway and in front of the garages during heavy storm events and in connection with emergency calls received by Lessee, provided Lessor is not otherwise engaged in plowing Town streets. Nothing contained herein shall relieve Lessee of the primary responsibility of snowplowing and keeping the parking areas, sidewalks and walkways free of snow and ice, and safe from other ordinary hazards of nature.

6. ALTERATIONS, REPAIRS AND MAINTENANCE.

6.1 Alterations, Additions, and Improvements. Lessee shall have the right to make improvements to the Premises necessary to permit the Lessee to conduct its business. All such improvements and all other changes, alterations, and additions to the Premises, whether structural or non-structural, as well as the contractors and subcontractors to perform the work, are subject to the prior written approval of the Lessor, which shall not be unreasonably withheld.

6.2 Lessee's Repair Responsibilities. Lessee, throughout the entire term of this Lease, and without notice from Lessor, shall take good care of the Premises and the fixtures and appurtenances therein, and at Lessee's sole cost and expense, promptly make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. When used in this section, the term "repairs" shall include all necessary, non-structural replacements and renewals excluding, however, electrical and mechanical repairs. Lessee shall replace, at Lessee's own cost and expense, any and all plate and other glass in the Premises damaged or broken from any cause whatsoever. Lessee shall also, at the Lessee's expense, repair and refurbish the Premises and any non-structural part and portion thereof from time to time to assure that the same are kept in a first class, tenantable and

attractive condition throughout the term of this Lease, and shall provide or perform ordinary cleaning services for the Premises.

6.3 Lessee's Maintenance Responsibilities. All damage or injury to the Premises or to any other part of the Building of which the Premises forms a part, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from negligence or misconduct of the Lessee, its servants, agents, employees, contractors or invitees, shall be repaired promptly by the Lessee, at Lessee's sole cost and expense, in a good workman-like manner according to prevailing building and fire codes and similar regulations. The Lessee shall also repair all damage to the Building and the Premises caused by the moving of the Lessee's fixtures, furniture or equipment. Lessor shall be consulted by Lessee in advance of any such repairs necessitated by this Section 6.3.

6.4 Lessee's Failure to Repair. If Lessee fails after 10 days notice to proceed with due diligence to make repairs required hereunder to be made by Lessee, the same may be made by Lessor, at the expense of Lessee and the expenses thereof incurred by Lessor shall be collectable as additional rent, after rendition of a bill or statement therefore. There shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to business arising from Lessor, or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the Building or in and to the fixtures, appurtenances or equipment thereof.

6.5 Lessor's Repair Responsibilities. Lessor shall promptly make all electrical and mechanical repairs and all structural repairs to the Premises, which structural repairs are specifically defined as follows: repair of the roof, foundations, exterior walls of the Building and parking areas, fire alarms, emergency lighting, well and water treatment system, garage doors, generator, and sewer grinder pump. Lessor shall also be responsible to perform annual servicing and maintenance and repair of the HVAC system.

6.6 Lessee's Responsibility to Provide Notice of Structural Defects. Lessee shall give Lessor prompt notice of any defective condition in any structural member of the Building, and following such notice, Lessor shall remedy the condition with due diligence, but at the expense of Lessee, if such repairs are made necessary by damage or injury attributable to the

negligence or misconduct of Lessee, Lessee's servants, agents, employees, contractors or invites. Lessor shall not be liable for failure to make such repairs unless, after receipt of notice from Lessee as to the need for such repairs, Lessor fails to make the repairs within a reasonable time.

6.7 Liens. With regard to any alterations or repairs made by Lessee pursuant to this Lease, Lessee shall indemnify and hold Lessor harmless from any claims for material or labor or workers compensation claims in connection therewith, and Lessee shall have no authority on behalf of Lessor to give anyone the right to place a lien on said Premises, or any part thereof, or the Property of which the Premises is a part, and should any such lien be placed, Lessee shall have the same removed or bonded for promptly, and upon failure to do so, Lessor may take whatever steps are necessary to have the same removed or bonded for and the cost thereof including attorneys' fees, shall be paid by Lessee to Lessor as additional rent.

6.8 Limitation Upon Lessor's Liability. Except in case of negligence caused solely by Lessor and/or Lessor's failure to perform its repair responsibilities pursuant to Section 6.5 herein, Lessor shall not be liable for any damage or injury to any property of Lessee or of any other person, from water, rain, snow, ice, sewerage, gas or electricity which may leak into or issue or flow from any part of said Premises, or of the Building of which the Premises forms a part, or from the bursting, breaking, obstruction, leaking or any defect of any of the pipes or plumbing appliances or from electric wiring or other fixtures on said Premises, or the Building of which the Premises form a part, or from the condition of said Premises, or of the Building of which the Premises forms a part, or from the street or subsurface.

7. INSURANCE.

7.1 Extended Coverage to be Provided by Lessor. Lessor, throughout the entire Term of this Lease, shall keep the Building, of which the Premises forms a part, insured against loss or damage by fire and against loss or damage by other risks now embraced by "Extended Coverage", so-called, and such other risks or hazards as are customarily insured against at the time in connection with buildings of similar type in the locality, with due regard to the type of construction, use, and occupancy.

7.2 Public Liability Insurance to be provided by Lessee. Lessee, at Lessee's sole

cost and expense shall, throughout the entire Term of this Lease, maintain general public liability insurance against claims for bodily injury, death or property damage, occurring upon, in or about the Premises, in the amount of at least two million dollars (\$2,000,000) per occurrence, such insurance to afford immediate protection, at the time of the commencement of the Term of this Lease. Lessor may from time to time review the public liability insurance requirements and require Lessee to increase the amount of the coverage upon thirty days written notice to Lessee.

Lessee may request that Lessor purchase such insurance if Lessor can obtain said insurance at a lesser cost than Lessee, provided that said request from Lessee shall be provided to Lessor in writing, and provided further that if Lessor grants said request and purchases such insurance, Lessee shall reimburse Lessor for the cost of same within thirty days of presentation of an invoice for same.

7.3 Insurance to be provided by Lessee. Lessee shall maintain fire and property damage insurance with extended coverage endorsements covering all of Lessee's fixtures, furniture, furnishings, floor coverings, and equipment in the Premises to the extent of at least 80 percent of their replacement cost. Lessor shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made in the Leased Premises by Lessee.

7.4 Additional Insured Parties. All policies of insurance provided for in this Section shall be carried in favor of Lessor, Lessee, and any mortgage lender named by Lessor, as their respective interests may appear, as additional insured parties. Lessee shall furnish Lessor with certificates indicating such coverage on at least an annual basis.

7.5 Qualifications of Insurers. All insurance provided for in this Lease shall be valid and enforceable policies of insurers of recognized responsibility, and who are authorized to do business in Connecticut.

7.6 Unavailability of Coverage. If any of the insurance provided for in this section should be unobtainable through no act or omission on the part of Lessee, and if the Lessee shall obtain the maximum insurance obtainable and shall promptly give notice to Lessor of the extent of Lessee's inability to obtain any insurance required to be maintained hereunder, then

the failure of the Lessee to procure and maintain such insurance as is unobtainable, as aforesaid, shall be excused; provided, however, that the Lessor shall have the right to procure such insurance up to the maximum limits provided for herein and to charge the Lessee with the cost and premiums therefore as additional rent payable by the Lessee under this Lease.

7.7 Notice. All policies to be obtained by Lessee hereunder shall contain an agreement by the insurers that such policies shall not be cancelable without at least 30 days prior written notice to Lessor.

8. DESTRUCTION OR CONDEMNATION.

8.1 Fire and Other Casualty. In the event that the Premises or any part thereof shall, while this Lease continues, be partially destroyed by fire or other casualty to the extent of less than 50% of the value of the Premises, then Lessor shall forthwith repair, rebuild or restore the Premises as speedily as is practicable to a state substantially similar to that before said damage or destruction. In the event that the Premises shall be partially destroyed by fire or other casualty to the extent of 50% to 100% of the value of the Premises, Lessor shall have the option to rebuild and shall give notice to the Lessee of Lessor's election within 30 days of such damage and destruction.

9. FIXTURES.

9.1 Removal at expiration of Lease at Lessee's Option. At the expiration of the Lease Term, Lessee may remove removable signs, fixtures, furniture, furnishings, removable floor coverings, and equipment in and from the Premises at its own cost and expense, but not including ducts, conduits, wiring, pipes, paneling or other such wall coverings and affixed floor coverings, provided such removal is made prior to the termination of the Lease and such removal can be effected without substantial damage to the premises or the Building of which the Premises are a part, and Lessee promptly repairs such damage as may be caused by said removal.

9.2 Removal at expiration of Lease at Landlord's Option. If Lessor requests in writing, Lessee shall, by the expiration of this Lease, remove removable signs, fixtures, furniture, furnishings, removable floor coverings, and equipment in and from the Premises at

its own cost and expense and shall promptly repair such damage as may be caused by said removal.

9.3 Fixtures to be Surrendered. All such removable signs, fixtures, furniture, furnishings, removable floor coverings, and equipment which are not removed in accordance with either of the preceding sections 9.1 and 9.2, and any addition or alteration to the Premises, including those made with the written consent of Lessor, shall become the property of Lessor, and shall remain upon and be surrendered with the Premises upon Lease expiration, Lessee waiving any and all rights to payment or compensation therefore.

10. LESSOR'S REMEDIES.

10.1 Breach by Lessee. The following shall constitute a material default and breach of this Lease by Lessee:

(a) Default in the payment of rents reserved hereunder for a period of 10 days after any of the rents shall become due and payable as aforesaid and after Lessor has given written notice of such default without payment by Lessee within 10 days after such notice.

(b) Default in any performance of the other covenants and agreements herein contained to be kept and fulfilled on the part of the Lessee for a period of 30 days after written notice of such default is given by Lessor to Lessee without action by Lessee to remedy such default to conclusion with reasonable diligence within 60 days of such notice, or such longer time as Lessor shall allow in its sole judgment.

(c) Assignment of property for the benefit of creditors or if a receiver, trustee, or assignee for the Lessee shall be appointed for Lessee's property or if Lessee shall be declared bankrupt or insolvent according to law or if any bankruptcy proceeding shall be commenced by or against Lessee.

(d) Abandonment or vacating of the leased premises for a period of 10 or more consecutive days, except where the Premises has been subject to a casualty as defined herein.

10.2 Remedies and Damages.

(a) Upon a breach or default by Lessee which is not cured pursuant to the terms hereof, Lessor shall have the right, at Lessor's option and without prejudice to Lessor's rights hereunder, to terminate this Lease and to re-enter and take possession of said Premises and expel Lessee and Lessee's property, or Lessor, without such re-entry, may recover possession of said Premises in the manner prescribed by the Statutes relating to Summary Process, and any demand for rent, re-entry for condition broken, and any and all Notices to Quit, or other formalities of any nature,

to which the Lessee may be entitled, in such event, are hereby specifically waived.

(b) After default made in any of the covenants contained herein, the failure to re-enter by the Lessor shall not be held to be a waiver of Lessor's right to terminate this Lease, and the Lessor may re-enter and take possession thereof.

10.3 Injunctive Relief. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Lease, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for.

10.4 Provisions Not Exclusive. Any and all rights and remedies herein created for the Lessor shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Lessor would otherwise have by law.

10.5 Indemnification. Except as to injury, death or property damage proximately caused solely by the negligence of Lessor for which Lessor is legally liable, Lessee shall defend, indemnify and save harmless Lessor and Lessor's officers, agents and employees against and from all liabilities, loss, suits, actions, damages, liability and expense, penalties, claims, costs, fines, orders, decrees and judgments, and from any and all costs and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor, or Lessor's agents or employees by reason of, or in any way arising out of the Lessee's use or occupancy of the Premises, or any part thereof after the execution of this Lease, or occasioned wholly or in part by any negligent act or omission or misconduct of Lessee, or Lessee's agents, contractors, employees, servants, invitees, or licensees.

10.6 Limitation of Lessor's Liability.

(a) Lessee and all those claiming by, through or under Lessee shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all other portions of the Building solely at their own risk and Lessee and all those claiming by, through or under Lessee hereby release Lessor from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

(b) Lessor and Lessor's agents or employees shall not be responsible or liable at any time to Lessee, or to those claiming by, through or under Lessee, for any loss of life, bodily or

personal injury, or damage to property, or damage to business or business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

(c) Lessor and Lessor's agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Building or improvement in the Building or any of the systems, equipment including plumbing, heating or air conditioning systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation thereof, stairs, porches, railings or walks, machinery, utilities, appliances or apparatus therein, nor shall Lessor be responsible or liable at any time for loss of life or injury or damage to any person or to any property of Lessee, or those claiming by, through or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, tubs, water closets, waste pipe, drain or other pipes, or caused by water, steam, gas, sewage, snow or ice in any part of the Premises, or caused by or resulting from injury done or occasioned by wind, rain, snow or leakage of water or from the interruption in the supply of any utilities, acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Building or improvements in the Building, including the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment, or appurtenance becoming out of order or repair or interruption of any service.

10.7 Condition of Premises Upon Termination. Upon expiration or other termination of this Lease, Lessee shall quit and surrender the Premises broom cleaned and in good condition as reasonable use and wear thereof will permit.

11. GENERAL PROVISIONS.

11.1 Waiver. No waiver of any provision of this Lease shall be effective unless in writing signed by the waiving party. One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be construed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent similar act by the Lessee.

11.2 Entire Agreement - Amendment. This Lease constitutes the entire agreement of the parties and no oral statement or prior written matter shall have any force or effect on this Lease. Lessee and Lessor agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified except by a writing subscribed by all parties, nor may this Lease be cancelled by either party except with the written consent of the other, unless otherwise specifically provided herein.

11.3 Rights of Successors and Assigns - Subletting.

(a) The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

(b) The Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Lessor. No consent of the Lessor given pursuant to this paragraph shall relieve the Lessee of Lessee's obligations under this Lease.

11.4 No Personal Liability. It is specifically understood and agreed that there shall be no personal liability on Lessor in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Lessor of any of Lessor's obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Premises for the satisfaction of any Lessee's claim.

11.5 Release of Lessor. If Lessor sells or otherwise disposes of Lessor's interest in the Leased Premises, or the Building of which it is a part, Lessor shall from the date of such sale or disposition, be released from any liability under the Lease.

11.6 Waiver of Jury Trial. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES UNDER OR ARISING OUT OF THIS LEASE, THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

11.7 Prejudgment Remedy Waiver. LESSEE HEREBY ACKNOWLEDGES THAT THIS INSTRUMENT IS PART OF A COMMERCIAL TRANSACTION AND, AS SUCH, HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT

ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE HOLDER HEREOF MAY BE ENTITLED UNDER ANY PROVISION OF FEDERAL OR STATE LAW.

11.8 Fees and Expenses. Lessee shall pay to and reimburse Lessor for all reasonable costs, attorney's fees and expenses incurred by Lessor in enforcing or defending the covenants, terms and conditions of this Lease.

11.9 Notices. Any notice or demand which, under the terms of this Lease or under any statute, must or may be given by the parties hereto, shall be in writing and shall be given by (a) Certified Mail, return receipt requested, (b) facsimile transmission, confirmed in writing by mail or (c) personal delivery confirmed by the delivery service, addressed to the respective parties as follows:

TO THE LESSOR:

Office of the Town Manager

East Hampton Town Hall

20 East High Street

East Hampton, CT 06424

Tel: (860) 267-4468 Fax: (860) 267-1027

With a copy to:

Office of the Town Clerk

East Hampton Town Hall

20 East High Street

East Hampton, CT 06424

Tel: (860) 267-2519 Fax: (860) 267-1027

TO THE LESSEE:

President of the East Hampton Volunteer Ambulance Association, Inc.

4 Middletown Avenue

P.O. Box 144

East Hampton, CT 06424

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

11.10 Broker. The parties represent to each other that neither has negotiated with any real estate agent or broker in connection with this Lease.

11.11 No Partnership or Joint Venture. Nothing in this Lease nor any action taken pursuant to it shall be construed to create a partnership or joint venture between Lessor and Lessee for any purpose.

11.12 Covenants and Conditions. Each provision of this Lease to be performed by the Lessee shall be construed as both a covenant and a condition.

11.13 Severability. If any provision of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions of this Lease shall not be affected by such determination and shall remain in full force and effect.

11.14 Number. Whenever herein the singular number is used, the same shall include the plural.

11.15 Captions. The captions at the beginning of the various paragraphs or provisions of this Lease are for convenience or reference only and shall not define or limit the terms of such paragraphs or provisions in any manner.

11.16 Governing Law. This Lease, in all respects, shall be construed and enforced under the laws of the State of Connecticut.

11.17 Joint Effort. The preparation of this Lease has been the joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than the other.

11.18 Counterparts. This Lease shall be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signed this ____ day of June, 2008.

Witnessed by:

LESSOR
THE TOWN OF EAST HAMPTON

By: _____
Robert G. Drewry
Its Interim Town Manager
Duly Authorized

Witnessed by:

LESSEE
THE EAST HAMPTON VOLUNTEER
AMBULANCE ASSOCIATION, INC.

By: _____
David Kosciuk
Its President
Duly Authorized

Schedule 'A'

A certain piece or parcel of land together with all appurtenances thereon, situated in the Town of East Hampton, County of Middlesex and State of Connecticut, known as 4 Middletown Avenue and also known as Lot "A" on a map entitled, "Property of Crawford C. Allen, Jr. & Norma P. Allen Middletown Ave. East Hampton, Ct. Prepared for Michele M. Mazzotta and Christine E. Trumbull Scale 1" = 40' Aug. 11, 1990 Joseph Kirkup, L.S. Colchester, Ct.", which map or plan is on file in the Office of the Town Clerk of East Hampton to which reference may be had for a more particular description of said Lot "A". Said Lot "A" is more particularly bounded and described as follows:

- NORTHERLY: By land now or formerly of Voehler, a distance of Four Hundred Seventy-Nine and Eighty-Seven One-Hundredths (479.87) feet;
- EASTERLY: By land now or formerly of Garneau, a distance of Two Hundred Thirteen and Sixty-Two One-Hundredths (213.62) feet;
- SOUTHERLY: By Middletown Avenue (Route 16), a distance of One Hundred Ninety-Six and Twenty-Two One-Hundredths (196.22) feet;
- WESTERLY: By Lot "B" as shown on said map, a distance of One Hundred Forty-Nine and Sixty-One One-Hundredths (149.61) feet;
- SOUTHERLY
AGAIN: By Lot "B" as shown on said map, a distance of Two Hundred Ninety-Nine and Thirty-Five One-Hundredths (299.35) feet;
- WESTERLY
AGAIN: By Lot "B" as shown on said map, a distance of One Hundred Fifty-Three and Twenty-One One-Hundredths (153.21) feet.

Together with the rights set forth in a Sewer Easement from Newton A. Clark, Jr. and Stephen H. Clark in favor of The East Hampton Ambulance Association, Inc. dated July 14, 2003 and recorded on August 6, 2003 in Volume 383 at Page 338 of the East Hampton Land Records. Said premises are subject to building lines, if established, and any and all provisions of any ordinance, zoning regulation, governmental regulation, or private or public law.

Being the same premises conveyed to the Grantor herein by Warranty Deed from The East Hampton Ambulance Association, Inc. dated January 30, 2004 and recorded on May 4, 2004 in Volume 402 at Page 181 of the East Hampton Land Records.



Middle Haddam School Reuse Study

EXECUTIVE SUMMARY

Crosskey Architects and Camoin Associates were commissioned by the Friends of the Middle Haddam School to conduct a reuse study to identify feasible redevelopment opportunities for the former school property. The study included the following components:

- Market analysis to identify feasible uses based on market demand and community needs
- Development of redevelopment concept scenarios
- Creation of conceptual floor plan designs
- Preliminary cost estimates and financial feasibility analysis
- Regulatory feasibility assessment

The reuse study identified two preferred reuse scenarios based on feasibility considerations and other factors, including maintaining the historic nature of the building and providing community benefit/access. The two scenarios include:

Community/Recreation Center: A membership or public recreation center with fitness and wellness facilities as well as spaces to accommodate classes, programming, and other community meeting and space needs.

Private/Parochial School: Reusing the school once again for education as a privately operated non-boarding school with classrooms and gym/multi-purpose space that might also be available for community use during off-hours.

The results of the reuse study are summarized in the following sections. More detailed information is available in several attachments to the executive summary report:

ATTACHMENTS

1. Market Feasibility Study
2. Survey Results
3. Concept Scenarios
4. Floorplans
5. Financial Feasibility Analysis and Funding Sources
6. Regulatory Feasibility Considerations

MARKET FEASIBILITY ANALYSIS SUMMARY

The following table provides an overview of the identified uses found to have the highest degree of feasibility from a market demand and needs based perspective (i.e., without respect to physical, financial, operational, and other types of feasibility considerations).

Potentially Feasible Uses		
Use	Description	Market Demand/Need Feasibility
Residential	Private condos, market rate apartments, or senior housing	High
Recreation	Various indoor and outdoor sports, fitness, and recreation uses. Senior and youth demand.	Moderate to High
Event/Meeting Space	Flexible multi-purpose space for various groups in community.	Moderate to High
Lodging	Unique independent boutique hotel or inn.	Moderate to High
Educational/School	Private/Parochial School.	Moderate to High
Senior Use	Primarily recreation and fitness use. Expanded capacity for Senior Center. Outdoor amenities for seniors.	Moderate
Arts & Culture	Performance arts space. Limited gallery/exhibition space.	Moderate
Institutional/Other Municipal	Chatham Health District; Probate Court, and/or Municipal Water supply	Moderate
Restaurant/Event Space	Upscale food and beverage establishment with rentable event space for weddings, banquets, etc.	Low to Moderate

CONCEPT SCENARIOS

Based on the market analysis research, three (3) concept scenarios were developed detailing the potential program of uses for each as described below.

1. Community & Recreation Center

The Community and Recreation Center concept will provide a variety of community-oriented spaces intended to provide flexibility to meet a broad cross section of community needs. Potential uses to be explored as part of this concept include the following:

- **Event/Meeting/Multipurpose space:** Various sized (or dividable) spaces that can be utilized for meetings and small events such as banquets, fundraisers, art shows, performing arts shows, etc. Potential opportunity to meet this need through multi-purpose spaces that can also be utilized for recreation/fitness (such as small gymnasium space, rooms suitable for fitness classes such as yoga, etc.).
- **Recreation/Fitness:** Various fitness/recreation facilities (indoor and outdoor) to meet community needs with a focus on active senior recreation needs.
- **Outdoor Amenities:** Would include features such as a community garden, fitness trail, sports courts, and/or others.

2. Boutique Lodging

The boutique lodging concept will include overnight rental units and amenities for guests, which may also serve community members. Potential uses within this concept may include:

- Guest rooms
- Lobby
- Breakfast area
- Small event/meeting space
- Small fitness space
- Outdoor tennis/sport court and/or other guest amenity

Parochial School

The parochial school concept will imagine an educational reuse for the former school, but may also provide opportunities for space that can be utilized by the community during non-school times.

Potential uses in this concept include:

- Classrooms
- Administrative offices
- Cafeteria
- Gymnasium (potential for multi-purpose cafeteria to be utilized as gymnasium)

FLOOR PLANS

Crosskey Architects prepared conceptual floor plans/test fits for each of the three concepts. High resolution versions are attached to this study.

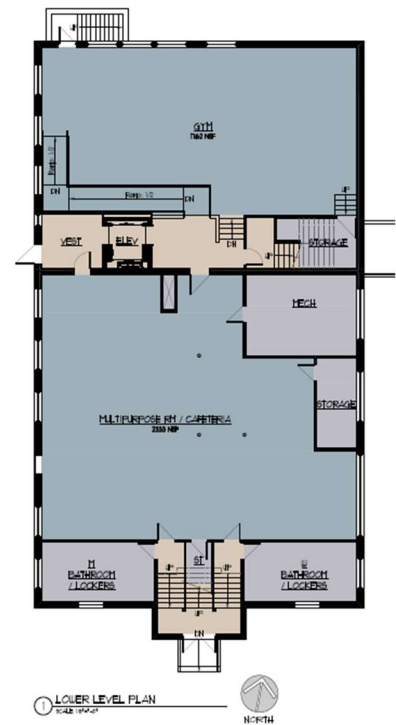
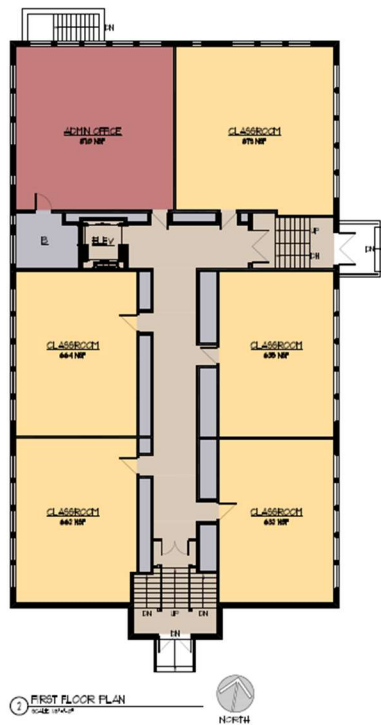
COMMUNITY/RECREATION CENTER



PRIVATE/PAROCHIAL SCHOOL

GROSS SQ FT SUMMARY	
Floor	Total
Lower Level	6,373 GSF
First Floor	6,373 GSF
Total	12,746 GSF

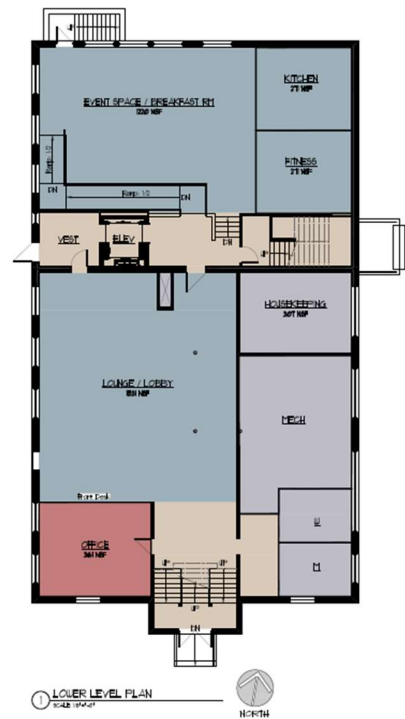
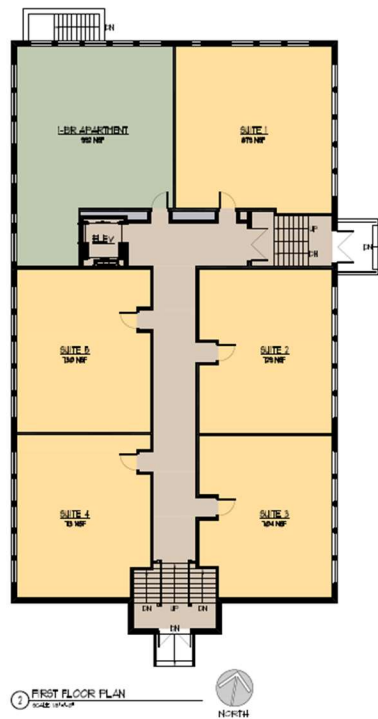
Use	Total
Service / Storage	1,143 NSF
Common / Circulation	1,805 NSF
Classrooms	3,473 NSF
Function Spaces	4,095 NSF
Administration	812 NSF



BOUTIQUE LODGING (HOTEL/INN)

GROSS SQ FT SUMMARY	
Floor	Total
Lower Level	6,373 GSF
First Floor	6,373 GSF
Total	12,746 GSF

Use	Total
Service / Storage	1,121 NSF
Common / Circulation	2,138 NSF
Suites	3,755 NSF
Function Spaces	3,293 NSF
Management	361 NSF
1-BR Apt. (1/1n Keeper)	992 NSF



FINANCIAL FEASIBILITY ANALYSIS

The financial feasibility analysis examined the feasibility of each concept scenario based on various assumptions that were developed to account for projected revenues and costs. Costs generally included redevelopment costs and estimated ongoing operating costs, while revenues generally included expected lease and other rental revenue for each potential concept. In addition to including various assumptions on revenues and costs, estimates were also developed so that potential returns from historic tax credits were taken into account.

Overall, the analysis determined whether annual revenues would cover annual costs in each scenario, and whether the project would provide a sufficient return on investment to be attractive to a private entity. In each scenario, a “funding gap” was estimated, which represented the additional funding that would be necessary to make the project feasible. The results of the financial feasibility analysis for each concept are summarized below:

	Recreation Center	School	Boutique Lodging
Total Development Cost	\$3,562,500	\$3,960,000	\$4,358,000
Estimated Value of Tax Credits	\$855,000	\$950,000	\$933,000
Maximum Loan	\$848,835	\$644,000	\$933,000
Funding Gap	\$790,000	\$1,200,000	\$1,070,000
Annual Cash Flow After Financing	\$59,000	\$44,000	\$64,500
Conclusion	Viable as non-profit/public endeavor	Viable as non-profit/public endeavor	Not Viable (as Private Development)

REGULATORY FEASIBILITY REVIEW

Town zoning regulations were reviewed and a discussion was held with the Town of East Hampton Town Manager and Planning and Zoning Official to understand the regulatory constraints and challenges for each concept if they were to move forward.

Community/Recreation Center

The Community/Recreation Center Reuse concept is to be a permitted use for the property, but would require a Special Use Permit. Obtaining a Special Use Permit would require a detailed site plan and submission of additional materials demonstrating a benefit to the Town, no negative impacts on neighboring properties, appropriateness for the site, and other similar details. A public hearing would also be required. Based on discussions with Town staff, it is expected that neighborhood resistance may be possible with traffic expected by Town staff to be the most significant issue affecting approval of a Special Use Permit.

Private/Parochial School

A school reuse of the property will be easier from a regulatory perspective. Town staff indicate that it would likely be seen as a continuation of use and would only require site plan review by the Town.

Site plan review by the town will examine the following:

- Site sensitivity
- Architecture
- Site access and parking
- Signage and site lighting
- Utilities

Detailed plans are required to be submitted. The Commission reserves the right to hold a public hearing on the site plan.

Boutique Lodging

A boutique hotel reuse would likely be prohibited unless it were owner-occupied. In this case, it would potentially be considered a Bed and Breakfast, which would make it eligible for a Special Permit. Without an owner-occupant, the boutique hotel would be considered a "Country Inn," which is not an allowable use in a residential zone.

CONCLUSIONS

The results of the Reuse Study suggest that the most appropriate and feasible course forward is to pursue redevelopment of the Middle Haddam School property into a community/recreation center either in partnership with the Town or with an appropriate non-profit partner. Pursuit of redeveloping the property as a private/parochial school may also be an appropriate simultaneous path, or a path to pursue if a party interested in the community/recreation facility is not identified.

Attachment 1:

Market Feasibility Analysis

1. EXECUTIVE SUMMARY

The Market Feasibility Report analyzed community needs and market opportunities for the future reuse of the Middle Haddam School. The analysis examined private ownership/development opportunities as well as potential non-profit, public, and quasi-public reuses that may have viability given current and expected future community needs. The analysis used a variety of public and proprietary data sources supplemented with qualitative information from eight (8) interviews.

The results of the analysis revealed a variety of uses with anticipated feasibility for the schoolhouse based on demand and need, including both private and public/non-profit opportunities (other aspects of feasibility will be considered further in the process). Among the strongest possibilities are residential conversion, unique/upscale lodging, flexible community space, and various recreational uses. Redevelopment of the property is also likely to face two critical challenges: potential local resident resistance (particularly with traffic-generating uses), and the peripheral location of the property in the town.

The key findings of the analysis are provided on the following pages with additional data, research, and analysis attached as an Appendix.

SUMMARY OF POTENTIAL USES

The following table provides an overview of the identified uses found to have the highest degree of feasibility from a market demand and needs based perspective (i.e., without respect to physical, financial, operational, and other types of feasibility considerations). The various types of uses are discussed further in the following section.

Potentially Feasible Uses		
Use	Description	Market Demand/Need Feasibility
Residential	Private condos, market rate apartments, or senior housing	High
Recreation	Various indoor and outdoor sports, fitness, and recreation uses. Senior and youth demand.	Moderate to High
Event/Meeting Space	Flexible multi-purpose space for various groups in community.	Moderate to High
Lodging	Unique independent boutique hotel or inn.	Moderate to High
Educational/School	Private/Parochial School.	Moderate to High
Senior Use	Primarily recreation and fitness use. Expanded capacity for Senior Center. Outdoor amenities for seniors.	Moderate
Arts & Culture	Performance arts space. Limited gallery/exhibition space.	Moderate
Institutional/Other Municipal	Chatham Health District; Probate Court, and/or Municipal Water supply	Moderate
Restaurant/Event Space	Upscale food and beverage establishment with rentable event space for weddings, banquets, etc.	Low to Moderate

COMMUNITY NEEDS ASSESSMENT FINDINGS

RECREATION

There is demand for additional sports fields and gym space for various sporting teams and others in the Town of East Hampton. Indoor gym and recreation space availability is particularly limited during winter months and a new facility would be expected to be utilized frequently. In addition to youth sports, there is an opportunity to provide adult and particularly senior recreation offerings catering primarily to the Middle Haddam community but also to other residents in the community. Potential recreation opportunities likely include court sports (tennis, squash, racquetball), small/lap pool, indoor gym, fitness class space, multi-purpose outdoor rec fields. Complementary uses to recreation may also be feasible such as a sauna and/or hot tub amenities. Challenges associated with recreation reuse include potential neighborhood resistance to increased traffic and location/accessibility challenges due to the property being isolated from populated areas in the town.

EVENT/MEETING SPACE

The study found that there are several sources of demand for meeting and small event space, including events and programming for the Middle Haddam library, small private events (banquets, parties, small weddings, etc.) and others. While several sources of demand indicate a need for additional community space, a clear operator or primary user of such space was not identified, which suggests that flexible multi-purpose space accessible to a variety of users would likely be most feasible.

SENIORS

There are unmet facility needs for seniors in the community, with fitness and recreation facilities and programming identified as a primary need. The Middle Haddam Senior Center is contractually locked into its current location for the next 10 years; however, a satellite facility or programming at the schoolhouse could be a realistic possibility. Senior recreation and fitness needs and opportunities that emerged include a fitness trail, racquet sports, swimming/aquatic, and space for fitness classes.

YOUTH/EDUCATION

Overall, a youth or education-oriented reuse of the property did not emerge as an immediate opportunity; however, there may be educational institutions with expansion needs that are unknown at this time. Potential uses that emerged from the research included a teen center or future pre-K level facility. Given the non-central location of the property and uncertain need/demand for these facilities, they are considered to have limited viability. Childcare facilities were also explored but it was determined that existing supply is currently meeting demand.

ARTS & CULTURE

A single potential arts and culture use or entity was not identified in the research for the entire property; however, given local demographic characteristics indicating a wealthy population base in Middle Haddam, there may be adequate local philanthropic support for an arts and culture use of the property, or a portion thereof. The research did indicate a need for additional performing arts space in the community, which could be accommodated with the addition of large to mid-size multipurpose (or gymnasium) space. There are at least three local theatrical groups and many of these groups utilize space at schools but do not have their own space available for regular use.

EDUCATION

While there is no need among the public school system for the property, there is potential opportunity for a parochial/private school at the property. There has already been expressed interest in the property for this type of use and local and regional demographics suggest there are households with the means to send their children to a private school. Evidence also suggests there may be gaps in the availability and supply of private schools, particularly in the immediate area. For example, the closest Montessori schools are in the Hartford area with no local options for East Hampton or the large market area of Middletown. Additionally, there is only one Waldorf school in Connecticut located well out of the local area in Newtown, CT.

INSTITUTIONAL/OTHER MUNICIPAL

Three potential institutional/municipal uses emerged as potential opportunities. There appears to be interest from the Town in utilizing and/or owning the property but there is no apparent consensus among leadership about what such a scenario would look like at this time. The future retirement of outstanding debt service may open up an opportunity for the Town to finance a possible acquisition in the near future.

- **Chatham Health District:** The Health District currently occupies office space at a private office building approximately one-mile from the property. There may be potential for those functions to relocate to the property in the future to potentially achieve a cost savings.
- **Probate Court:** Research indicated that the relocation of the Probate Court from its current location on Austin Drive in Marlborough to the property may be a potential opportunity. The likelihood and feasibility of relocation is unknown.
- **Municipal Water Supply:** There appears to be interest from the Town in utilizing the property for public water supply; however, it does not appear there is an urgent or pressing need/interest for this use.

MARKET OPPORTUNITY FINDINGS

RESIDENTIAL

Overall, there is strong market potential for residential reuse of the Schoolhouse. The property's location in a quiet residential neighborhood is well suited for this use and market demand indicators suggest reuse potential for a variety of housing types, including the following:

- **For-sale condominium:** Middle Haddam is a sought-after community and there is potential for conversion to condominiums. The primary market for condos is expected to be relatively affluent empty-nesters and retirees, including existing residents that are seeking to downsize and new residents migrating from major urban areas such as New York City that are retiring or nearing retirement.
- **Market-rate apartments:** There is also potential for mid- to upscale market rate apartments given strong rental demand in the market area. The target market for apartments would have some overlap with the condo market, including empty nesters and retirees, but would also have demand from young professionals.
- **Congregate senior housing:** With a relatively old and aging population in the market area, there is expected to be increasing demand for senior housing options. While various models exist, congregate senior housing would provide rooms for seniors with shared communal spaces and amenities (kitchens,

dining rooms, activity areas, etc.). Other forms of senior housing would also have potential, such as age-restricted rental units.

LODGING

While the COVID-19 crises temporarily disrupted the travel industry, work and leisure travel is beginning to resume and there appears to be market potential for lodging reuse of the Schoolhouse. There are several demand generators in the area, including a robust wedding industry. Proximity to St. Clemente's Castle, which is one of the region's most popular wedding destinations, is an opportunity given the lack of on-site lodging at the venue. An independent high-end boutique hotel or Inn would have little market competition and the analysis suggests this use would be a moderate to strong market opportunity, with traffic and neighborhood context posing a challenge.

RESTAURANT AND EVENT SPACE

There are limited high-end restaurants in the local area with many residents needing to travel outside of the town for high quality dining. The analysis suggests that an upscale restaurant may be feasible from a market perspective in Middle Haddam, coupled with small event space that could be rented out and utilized for small events such as parties, banquets, and small weddings. The location is challenging, however, and any restaurant concept would need to have a strong draw as a destination to mitigate the location with little visibility. Therefore, this use is considered to have limited to moderate market feasibility.

OTHER COMMERCIAL

Other commercial uses were explored as part of the feasibility study, including uses related to retail and office. Overall, no other commercial uses were identified with clear market potential. The property's location is poorly suited for retail reuse. There is also little projected demand for office overall, although there may be potential for a small amount of flexible workspace to be integrated into the future reuse of the property. Demand for shared office space has increased as a result of COVID for telecommuters that do not necessarily want to work only from a home office.

CHALLENGES AND CONSTRAINTS

Two key challenges/constraints emerged from the research to-date that have the potential to significantly and adversely impact the feasibility of the potentially feasible reuses, as discussed below. Note that zoning and regulatory issues as well as other aspects of feasibility will be explored further along in the process.

VISIBILITY AND ACCESSIBILITY

The property is not centrally located relative to the community's population and is therefore less convenient for potential visitors/users of many of the identified reuses. The property is not within a reasonable walk or bike ride of the vast majority of community residents and is also not served by public transportation. The lack of visibility on a quiet residential side street will also pose challenges to certain types of commercial uses.

RESIDENTIAL NEIGHBORHOOD CONTEXT

Neighborhood resistance has and may continue to pose significant constraints for future redevelopment. It is anticipated that traffic-generating uses will generate the most resistance among local residents as well as any other uses with the potential to affect neighbors such as those that might generate noise.

EMERGING POTENTIAL REUSE CONCEPTS FOR DISCUSSION

- **Private Residential**
 - Full conversion to private residential use (condominiums, apartments, senior housing)
 - Potential integration of small on-site gym and/or other amenity for residents
- **Boutique Hotel/Inn**
 - Private rooms available for nightly rental
 - Potential integration of multi-purpose event space (possibly in conjunction with onsite food and beverage option)
 - Potential for on-site amenities for guests
- **Community Recreation Center (Public, Non-Profit, or Quasi-Public)**
 - A public or non-profit operated recreation facility
 - Indoor gym and other recreation elements (fitness class, squash/racquetball, etc.)
 - Incorporation of senior-oriented recreation and fitness
 - Multipurpose space (e.g., gym with stage and room dividers for events, performances, kitchen/kitchenette, etc.)
 - Outdoor recreation (tennis, pickleball, multi-purpose field, fitness trail, adult fitness playground, etc.)
- **Community Center - General (Public, Non-Profit, or Quasi-Public)**
 - Similar to recreation center with potential for recreation elements to be incorporated with a variety of community-oriented and flexible uses and spaces (senior/teen lounge, various-sized multi-purpose spaces, kitchen facilities with culinary programming, etc.)
 - Potential for arts and culture components (small gallery/exhibit space, performing arts potential with large multi-purpose space with stage, lighting, etc., rooms for music/art classes)
 - Potential “maker space” integration with educational programming opportunities
- **Recreation/Social Club (Private or Quasi-Private)**
 - Upscale membership based club
 - Fitness and recreation amenities (racquet sports, sauna/hot tub)
 - Potential to incorporate multipurpose space available for rent
- **Community Health and Fitness Center**
 - A hybrid of medical/health offices, fitness facilities, multipurpose community use space
 - Would accommodate Chatham Health District relocation
 - Focus on senior fitness and health
 - Could incorporate on-site community gardens, kitchen facilities, and/or public farmers market (potential to incubate food-related enterprises, connect local foods with area restaurants: garden to table, etc.).
- **Municipal/Civic**
 - This concept would likely include two tenants of Chatham Health District and the Probate Court.
 - Feasibility of this concept is contingent upon the facility needs and interest among these users.

ADDITIONAL DISCUSSION AND OBSERVATION

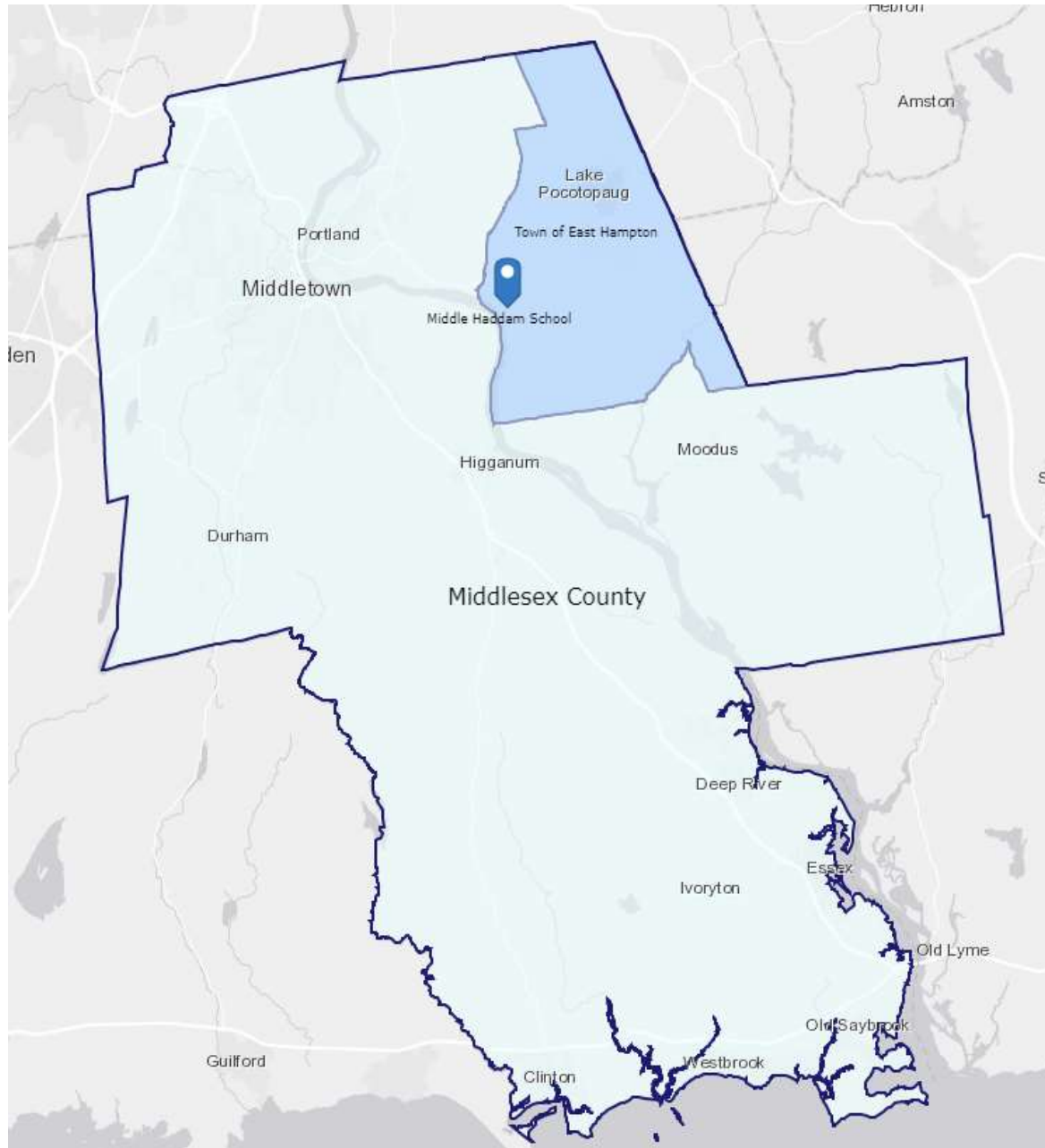
- Local resident resistance to options is likely to play a significant role in the implementation of any concept. A strategic approach will likely be needed to secure “buy-in” from local residents. This may mean engaging local property owners as part of this feasibility study, identifying strategic advocates for preferred scenario outcomes, pursuing low-impact options (e.g., low traffic generators), and/or providing uses/amenities at the property appealing to, and that would be available to local residents.

- The school property has a notable alumni base interested in seeing its restoration and reuse. This base provides a fundraising opportunity to “crowdsource” a portion of future redevelopment; however, a reuse that captures the interest and excitement for this base will be critical to capturing such philanthropic support.
- A clear single-user or operator did not emerge in the research suggesting that flexible and multi-purpose space available to a range of users for use/rent will be an important consideration for the community-oriented reuse concepts. It also indicates that there may be a need for a new or existing nonprofit organization to operate a community-oriented facility if the Town is not willing or able to acquire and operate.

2. PROPERTY CONTEXT

LOCAL AREA MAP

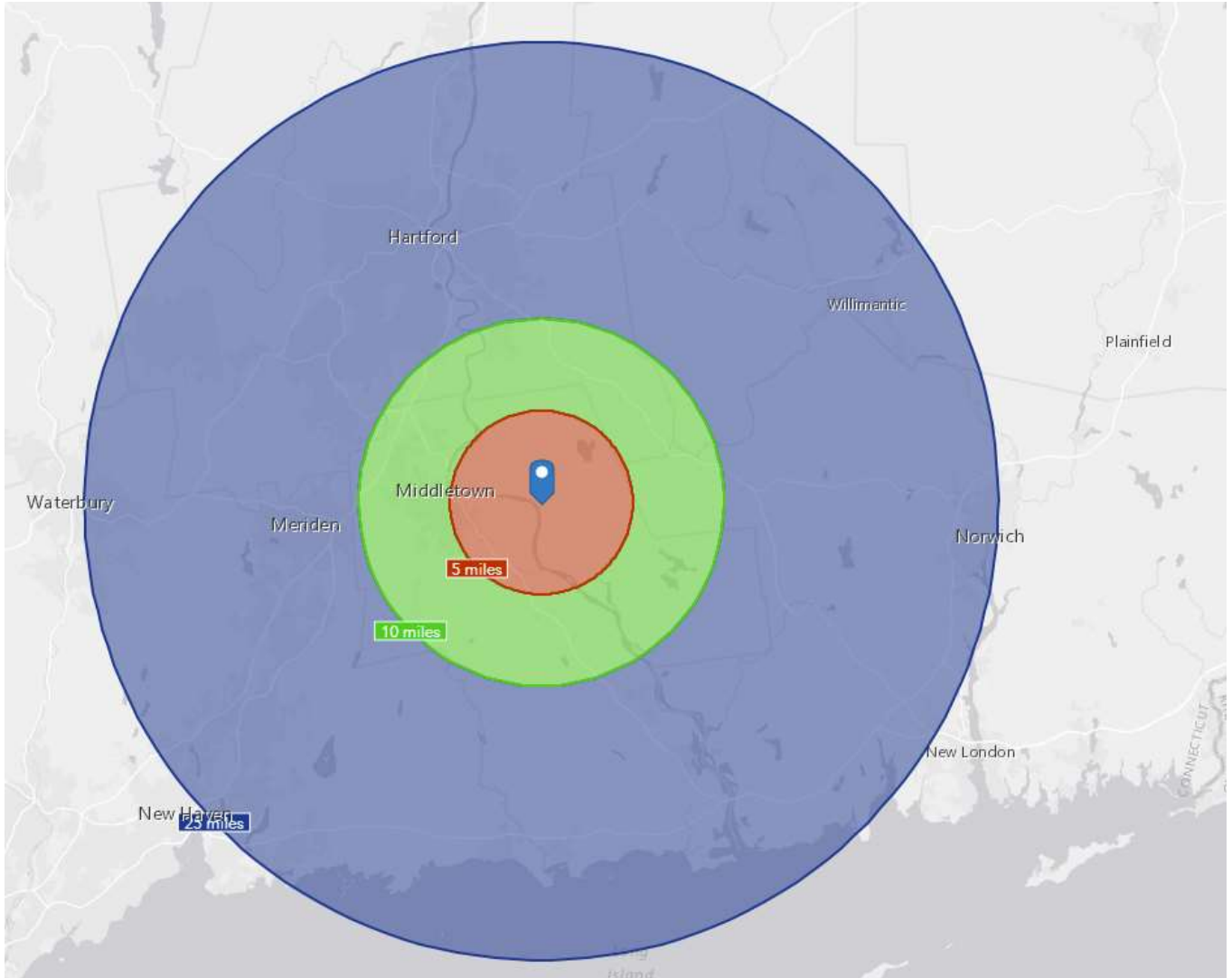
The Middle Haddam schoolhouse site is located at 12 Schoolhouse Lane in the Middle Haddam Historic District, Town of East Hampton, Middlesex County. The site, located near the Connecticut River and just off of Middle Haddam Road, is 3.5 miles from the Town of East Hampton, CT and 7.2 miles from Middletown, CT.



Source:

REGIONAL CONTEXT MAP

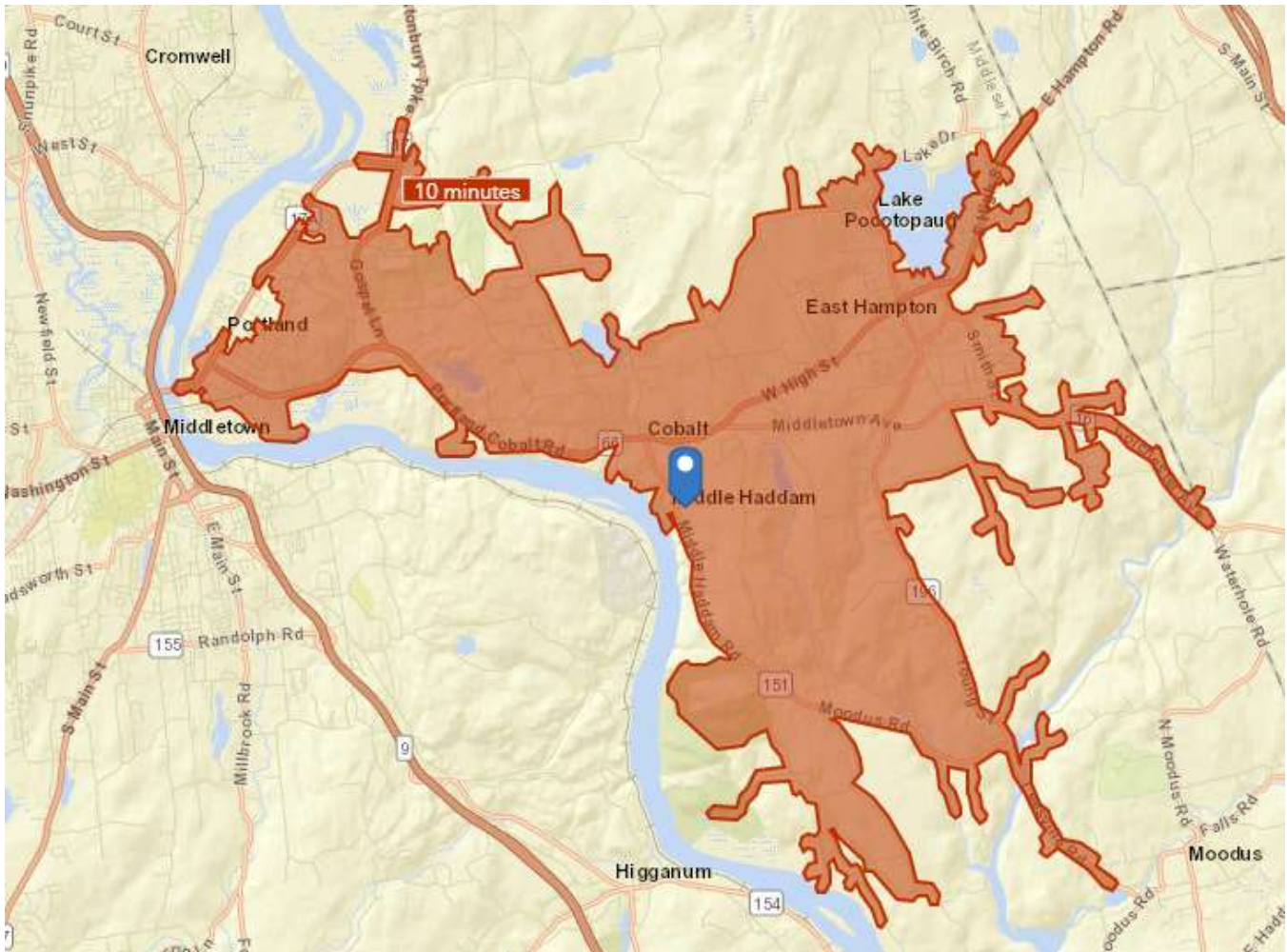
The following Regional Context Map shows the major population centers that fall within 5-, 10- and 25-mile distance from the schoolhouse property. The closest major population centers to the site include Hartford, New Haven, Norwich, Meriden, and Waterbury.



Source: Esri

3. SOCIOECONOMIC PROFILE

This section provides an overview of the key local and regional socioeconomic characteristics and trends. In the tables and figures on the following pages, the 'Middle Haddam Area' is comprised of an area within a 10-minute drive of the Middle Haddam School. This area is pictured below:



Source: Esri

POPULATION AND HOUSEHOLDS

While the Middle Haddam Area is expected to see its population grow slightly from 2020 to 2025, the Town of East Hampton and Middlesex County are both projected to see slight population losses. Projections indicate that the populations in Middlesex County and the Town of East Hampton will see population losses of less than one-percent, while the Middle Haddam Area is projected to see a population increase of 1.6%. These trends correspond to projected household growth trends in each geography from 2020 to 2025. The following tables provide a breakdown of the population and household projections.

Total Population				
Site	2020 Total Population	2025 Total Population (projected)	Change (2020 - 2025)	% Change (2020-2025)
Middle Haddam Zip Code Area (06456)	18	18	0	0.0%
Middle Haddam	139	134	(5)	-3.6%
Middle Haddam Market Area (10-Minute Drive Time)	12,049	12,245	196	1.6%
East Hampton, CT	12,893	12,814	(79)	-0.6%
Middlesex County, CT	167,101	166,856	(245)	-0.1%

Source: Esri

Total Households				
Site	2020 Total Households	2025 Total Households	Projected Change (2020 - 2025)	% Change (2020-2025)
Middle Haddam Zip Code Area (06456)	8	8	0	0.0%
Middle Haddam	54	52	(2)	-3.7%
Middle Haddam Market Area (10-Minute Drive Time)	4,908	5,010	102	2.1%
East Hampton, CT	5,072	5,051	(21)	-0.4%
Middlesex County, CT	68,134	68,080	(54)	-0.1%

Source: Esri

INCOME

At \$105,000, the median household income in Middlesex County in 2020 was well above the national average of \$62,203. The median household income in the Middle Haddam Area is slightly less than the County, while median household income in the Town of East Hampton is significantly higher than those seen at the County level. This indicates that the population in more immediate proximity to the school have relatively higher incomes than surrounding areas, which has implications in terms of housing needs and consumer spending behaviors. The following table provides a breakdown of median household incomes:

Median Household Income				
Site	2020 Median Household Income	2025 Projected Median Household Income	Projected Change (2020 - 2025)	% Change (2020-2025)
Middle Haddam Zip Code Area (06456)	\$ 100,000	\$ 100,000	\$ -	0.0%
Middle Haddam	\$ 84,063	\$ 91,422	\$ 7,359	8.8%
Middle Haddam Market Area (10-Minute Drive Time)	\$ 81,585	\$ 87,694	\$ 6,109	7.5%
East Hampton, CT	\$ 105,000	\$ 109,533	\$ 4,533	4.3%
Middlesex County, CT	\$ 89,117	\$ 94,947	\$ 5,830	6.5%

Source: Esri

AGE

The Middle Haddam Area is substantially older than the U.S. (median age of 38) and the State of Connecticut (median age of 41) Looking forward to 2025, the senior population of East Hampton and Middlesex County are expected to increase by approximately 20% and 15%, which is the largest increase of any age groups. This relatively older and aging population of the area may drive new demand for uses associated with a senior population, such as senior-oriented housing, services, retail, and amenities.

Median Age		
Site	2020 Median Age	2025 Median Age
Middle Haddam Zip Code Area (06456)	58.3	61.7
Middle Haddam	46.1	48.0
Middle Haddam Market Area (10-Minute Drive Time)	47.0	47.0
East Hampton, CT	45.6	46.8
Middlesex County, CT	45.9	46.6

Source: Esri

Population by Age Group				
	2020 Child Population	2025 Child Population	Change (2020 - 2025)	% Change (2020-2025)
East Hampton, CT	2,720	2,617	-103	-3.8%
Middlesex County, CT	31,237	29,576	-1,661	-5.3%
	2020 Working-Age Population	2025 Working-Age Population	Change (2020 - 2025)	% Change (2020-2025)
East Hampton, CT	7,871	7,440	-431	-5.5%
Middlesex County, CT	101,335	97,444	-3,891	-3.8%
	2020 Senior Population	2025 Senior Population	Change (2020 - 2025)	% Change (2020-2025)
East Hampton, CT	2,302	2,757	455	19.8%
Middlesex County, CT	34,529	39,836	5,307	15.4%
	2020 Total Population	2025 Total Population	Change (2020 - 2025)	% Change (2020-2025)
East Hampton, CT	12,893	12,814	-79	-0.6%
Middlesex County, CT	167,101	166,856	-245	-0.1%

Source: Esri

INDUSTRY MIX AND OUTLOOK

This section provides an overview of the economic composition of the Town of East Hampton (defined by its Zip Code) and Middlesex County to understand how the composition and growth trends in certain industry sectors may create opportunities for uses of the schoolhouse. Industry data was not available for the Middle Haddam Historic District due to its relatively small size.

TOWN OF EAST HAMPTON, CT

As of 2020, there were approximately 2,122 jobs in the Town of East Hampton, which represent only 3% of total jobs in Middlesex County. The largest industry in East Hampton is Government, followed by Retail Trade, and Accommodations and Food Services. While East Hampton has a high concentration in the Government and Utilities industries, job growth is expected to decline slightly in both industries over the next five-years. Overall job growth is expected to decline by 34 jobs from 2020 to 2025, with slight increases only being seen in the Manufacturing and Construction industries.

Industry Overview, Town of East Hampton, CT (06424)				
NAICS	Description	2020 Jobs	Industry Concentration	Growth Outlook (2020 - 2025 Job Growth)
90	Government	629	High	(3)
44	Retail Trade	294	Average	(9)
72	Accommodation and Food Services	199	Average	(1)
31	Manufacturing	194	Average	10
62	Health Care and Social Assistance	161	Low	(13)
81	Other Services (except Public Administration)	156	Average	(4)
23	Construction	149	Average	2
54	Professional, Scientific, and Technical Services	107	Low	(1)
52	Finance and Insurance	69	Low	(2)
56	Administrative and Support and Waste Management and Remediation Services	40	Low	(1)
22	Utilities	40	High	-
53	Real Estate and Rental and Leasing	24	Low	-
48	Transportation and Warehousing	23	Low	(7)
71	Arts, Entertainment, and Recreation	22	Low	(4)
42	Wholesale Trade	14	Low	(1)
51	Information	-	Low	-
11	Agriculture, Forestry, Fishing and Hunting	-	Low	-
21	Mining, Quarrying, and Oil and Gas Extraction	-	Low	-
55	Management of Companies and Enterprises	-	Low	-
61	Educational Services	-	Low	-
	Total	2,122		(34)

Source: Emsi

Middlesex County, CT

As of 2020, there were approximately 74,754 jobs in Middlesex County. The largest industry in Middlesex County is Health Care and Social Assistance (which is driven in large part by the demographics of the County population), followed by Manufacturing and Government. The educational services industry has a high concentration in the County, and is expected to see total growth of 172 jobs over the next five-years. Overall job growth is expected to grow by 1,098 jobs over the next five-years, with the largest increases being seen in the Health Care and Social Assistance, and Manufacturing industries.

Industry Overview, Middlesex County, CT					
NAICS	Description	2020 Jobs	2020 Location Quotient	Industry Concentration	Growth Outlook (2020 - 2025 Job Growth)
62	Health Care and Social Assistance	12,617	1.30	Average	704
31	Manufacturing	10,048	1.72	Average	307
90	Government	9,864	0.87	Low	(108)
44	Retail Trade	7,599	1.04	Average	(535)
72	Accommodation and Food Services	4,958	0.88	Low	(341)
23	Construction	4,826	1.12	Average	167
61	Educational Services	3,857	2.03	High	172
54	Professional, Scientific, and Technical Services	3,719	0.74	Low	225
56	Administrative and Support and Waste Management and Remediation Services	3,540	0.78	Low	255
81	Other Services (except Public Administration)	3,505	0.90	Low	(116)
48	Transportation and Warehousing	2,145	0.72	Low	486
42	Wholesale Trade	2,119	0.78	Low	(2)
52	Finance and Insurance	1,605	0.51	Low	(248)
71	Arts, Entertainment, and Recreation	1,414	1.25	Average	22
51	Information	696	0.51	Low	16
55	Management of Companies and Enterprises	695	0.64	Low	151
53	Real Estate and Rental and Leasing	694	0.54	Low	(35)
11	Agriculture, Forestry, Fishing and Hunting	532	0.58	Low	1
22	Utilities	306	1.19	Average	(16)
21	Mining, Quarrying, and Oil and Gas Extraction	<10	0.03	Low	-
	Total	74,754			1,098

Source: Emsi

4. COMMUNITY NEEDS ASSESSMENT

SENIORS

The Town of East Hampton's population is relatively old and the median age is expected to trend upward in the future. Middle Haddam's population skews older than the town's population and is expected to also rise in the coming years. These demographic trends indicate increasing demand from seniors for goods and services, health care, and amenities/recreation.

The community is served by the existing East Hampton Senior Center located on Main Street in the town and adjacent to the East Hampton Public Library. The center has a variety of indoor spaces for senior activities; however, the center lacks any meaningful outdoor space for recreation and other activities. In general, the center lacks fitness/recreational activities and amenities for seniors. Interviews indicate that these needs are not being met elsewhere in the community. Some currently leave the community to go to the YMCA in Middletown although overall use of the facility by community members is limited. Additionally, the Sports on 66 facility is more youth-oriented and was recently sold at auction, potentially putting its future in question.

The research findings indicates an unmet need in the community that could be satisfied by a recreational reuse of the Middle Haddam School property and/or outdoor amenities targeted to seniors. Additionally, other senior-targeted uses may be appropriate such as health care, services, and other amenities. The lack of a central location and accessibility challenges without public transportation or the ability of most seniors to walk to the schoolhouse property may pose a challenge. However, it should be noted that the existing Senior Center operates shuttles that could potentially be utilized to mitigate challenges associated with accessibility and transportation.

PARKS AND RECREATION SPACE

According to Esri, there are currently 12 parks and recreation assets in a 10-mile radius of the Middle Haddam School, including various parks, recreation centers, pools, and/or tennis courts. A majority of assets are located west of the Connecticut River in and around the Town of Middletown, CT. Sears Park is located four miles from Middle Haddam School and the community also has several outdoor recreation assets including the Air Line State Park Trail. There are also opportunities for fishing and boating in the community, including on Lake Pocotopaug, a 512-acre lake in the community and the largest inland body of water in Connecticut.

According to Esri's spending potential index (SPI)¹, households in the Town of East Hampton spend above the national average in every recreation expenditure category. This likely indicates that the local population is more actively participating in recreation-based activities compared to the national average. Recreational expenditure categories with the highest SPI include things like membership fees for social/recreational/health clubs, fees for recreational lessons, and purchases of general sports equipment, camping equipment, and bicycles.

The following table examines the SPI for the population within a 10-minute drive of the school property to examine the recreational interests of the immediate population that might be served by future recreation facilities. The results are similar to that of the Town analysis with high and moderate market potential for a wide range of recreational categories.

¹ The Spending Potential Index (SPI) is household-based, and represents the amount spent for a product or service relative to a national average of 100.

Recreation Expenditures and Market Potential (10-Minute Drive Time Radius)				
Site	Market Potential (SPI)	Market Potential	Avg. Annual Spending	Total Annual Spending
Entertainment/Recreation Fees and Admissions	124	High	\$918	\$4,504,806
Tickets to Theatre/Operas/Concerts	129	High	\$104	\$509,803
Tickets to Movies	110	Moderate	\$61	\$298,969
Tickets to Parks or Museums	109	Moderate	\$37	\$182,009
Admission to Sporting Events, excl.Trips	131	High	\$84	\$412,801
Fees for Participant Sports, excl.Trips	123	High	\$142	\$697,942
Fees for Recreational Lessons	128	High	\$180	\$881,454
Membership Fees for Social/Recreation/Health Clubs	124	High	\$309	\$1,515,744
Recreational Vehicles and Fees	125	High	\$142	\$694,517
Docking and Landing Fees for Boats and Planes	126	High	\$12	\$57,611
Camp Fees	142	High	\$44	\$215,270
Payments on Boats/Trailers/Campers/RVs	113	Moderate	\$57	\$281,362
Rental of Boats/Trailers/Campers/RVs	130	High	\$29	\$140,273
Sports, Recreation and Exercise Equipment	108	Moderate	\$194	\$953,483
Exercise Equipment and Gear, Game Tables	111	Moderate	\$61	\$301,348
Bicycles	103	Moderate	\$31	\$151,147
Camping Equipment	109	Moderate	\$23	\$111,683
Hunting and Fishing Equipment	102	Moderate	\$50	\$243,493
Winter Sports Equipment	115	Moderate	\$9	\$41,746
Water Sports Equipment	111	Moderate	\$9	\$45,275
Other Sports Equipment	118	Moderate	\$8	\$41,176
Rental/Repair of Sports/Recreation/Exercise Equipmen	116	Moderate	\$3	\$16,343

Source: Esri

Household recreational expenditure data combined with anecdotal data provided by stakeholders indicate that there is demand for additional recreational facilities, sports fields, and gym space in the Town of East Hampton. Likely users may include local families, sporting teams, seniors, theater groups, and other outdoor or organized recreational groups in the town and region. While demand and any future developments by the city will likely be focused on more centralized locations in the town, there is the potential for development opportunities at the Middle Haddam School.

YOUTH-RELATED

There are currently four childcare centers in the Town of East Hampton, including Educational Playcare, Belltown Discovery Center, KOCO Child Care Center, and My School Inc. Each is located within 5-miles of the Middle Haddam School. The child populations in both the Town of East Hampton and Middlesex County are projected to decrease by approximately 4% and 5% from 2020 to 2025, respectively. While population trends and anecdotal information from stakeholder interviews point to a lack of current and future demand for these facilities, future policy at the state level focused on offering universal pre-K in Connecticut may increase the need for additional space and options in the town and region. It should be noted that the East Hampton School District did not indicate a specific need for the property or desire to acquire the property now or in the foreseeable future.

EVENTS/MEETINGS

The lack of general use meeting and small event space was identified as a pressing need in the community. Spaces with small to medium commercial kitchen space were highlighted as being in particular demand given limited supply in the area. Among potential users of future space may include the Middle Haddam library (which has limited space and expansion capacity and would likely utilize any available space for programming and activities/events that it cannot readily accommodate now), and businesses or individuals hosting small private events (banquets, staff/executive retreats, parties, small weddings, etc.).

ARTS & CULTURE

Arts and culture may have potential for the Schoolhouse based on the research; although it may not be feasible for arts and cultural uses to make full use of the property. Performing arts space emerged as a need in the community with multiple theatrical groups in the community needing space but not having regular space of their own to utilize. Local demographic analysis also suggests an older and wealthier population base with an interest in arts and cultural activities, events, and venues. This also indicates potential philanthropic support for future arts and cultural use of the schoolhouse.

EDUCATIONAL

While there is no need among the public school system for the property, there is potential opportunity for a parochial/private school at the property. There has already been expressed interest in the property for this type of use and local and regional demographics suggest there are households with the means to send their children to a private school. Evidence also suggests there may be gaps in the availability and supply of private schools, particularly in the immediate area. For example, the closest Montessori schools are in the Hartford area with no local options for East Hampton or the large market area of Middletown. Additionally, there is only one Waldorf school in Connecticut located well out of the local area in Newtown, CT.

CIVIC/ MUNICIPAL/ INSTITUTIONAL

Three potential institutional/municipal uses emerged as potential opportunities. There appears to be interest in the Town in utilizing and/or owning the property but there is no apparent consensus among leadership about what such a scenario would look like. The retiring of debt service may open up an opportunity for the Town to finance acquisition in the near future.

- **Chatham Health District:** The Health District currently occupies office space at a private office building approximately one mile from the property. There may be potential for those functions to relocate to the property in the future to potentially achieve a cost savings.
- **Probate Court:** Research indicated that the relocation of the Probate Court from its current location on Austin Drive in Marlborough to the property may be a potential opportunity. The likelihood and feasibility of relocation is unknown.
- **Municipal Water Supply:** There appears to be interest from the Town in utilizing the property for public water supply; however, it does not appear there is an urgent or pressing need/interest for this use.

The Town may also have an interest in utilizing (renting) any future recreation space in the Schoolhouse, but interviews suggested it may not be probably that the Town would acquire the property itself for recreation purposes.

The location of the property was identified as a primary challenge for public uses compared to more central locations in the community with easier accessibility.

5. PRIVATE REDEVELOPMENT ASSESSMENT

RESIDENTIAL

A residential reuse of the schoolhouse building emerged as a potential market opportunity for further investigation. This section examines the current residential market, with a focus on multi-unit housing conditions.

EXISTING HOUSING SUPPLY

Approximately 83% of the housing stock in the Town of East Hampton is single family homes. Multi-family housing stock in the town ranges from buildings with 2 to 20+ units. Multi-family buildings with 2 units are the most common form of multi-family housing in both the town and county.

Housing Units by Units in Structure				
	East Hampton, CT		Middlesex County, CT	
	Number	Percent	Number	Percent
1-unit, detached	4,623	83.5%	53,337	69.9%
1-unit, attached	259	4.7%	2,956	3.9%
2 units	333	6.0%	4,590	6.0%
3 or 4 units	173	3.1%	3,384	4.4%
5 to 9 units	119	2.1%	4,007	5.2%
10 to 19 units	-	0.0%	2,762	3.6%
20 or more units	13	0.2%	4,472	5.9%
Mobile home	10	0.2%	812	1.1%
Boat, RV, van, etc.	7	0.1%	7	0.0%
Total	5,537	100.0%	76,327	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Overall, the housing stock in the town and county are relatively the same age, with the median year built being 1973 for the town and 1971 for the county. In both geographies, almost a quarter of the housing stock was built in 1939 or earlier and there are minimal newer housing options built in 2010 or after.

Housing Units by Year Structure Built				
	East Hampton, CT		Middlesex County, CT	
	Number	Percent	Number	Percent
Built 2014 or later	49	0.9%	688	0.9%
Built 2010 to 2013	52	0.9%	874	1.1%
Built 2000 to 2009	930	16.8%	6,858	9.0%
Built 1990 to 1999	406	7.3%	8,132	10.7%
Built 1980 to 1989	875	15.8%	11,467	15.0%
Built 1970 to 1979	702	12.7%	11,016	14.4%
Built 1960 to 1969	425	7.7%	9,212	12.1%
Built 1950 to 1959	595	10.7%	8,966	11.7%
Built 1940 to 1949	238	4.3%	3,608	4.7%
Built 1939 or earlier	1,265	22.8%	15,506	20.3%
Total	5,537	100.0%	76,327	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

HOUSING TENURE

Approximately 83% of the households in the Town of East Hampton are owner-occupied which ranks slightly above the County at 72%. A breakdown of the vacant housing units by vacancy status shows that majority of the rental vacancy in the town and county are attributed to properties that are either categorized as other, or those that are for seasonal, recreational, or occasional use. Seasonal, recreational, or occasional use properties make up 28% of vacant housing units in the town, and 48% in the county.

Housing Tenure				
	East Hampton, CT		Middlesex County, CT	
	Number	Percent	Number	Percent
Owner-Occupied	4,230	83%	49,051	72%
Renter-Occupied	842	17%	19,083	28%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Vacancy Status by Housing Units				
	East Hampton, CT		Middlesex County,	
	Number	Percent	Number	Percent
For rent	32	4.5%	1,397	14.9%
Rented, not occupied	-	0.0%	170	1.8%
For sale only	127	18.0%	922	9.9%
Sold, not occupied	45	6.4%	356	3.8%
For seasonal, recreational, or occasional use	201	28.5%	4,458	47.6%
For migrant works	-	0.0%	-	0.0%
Other	301	42.6%	2,053	21.9%
Total Vacant	706	100.0%	9,356	100.0%

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

HOUSING VALUES

As of 2020, the median owner-occupied home value in the Town of East Hampton is approximately \$274,213, which is approximately \$17,000 lower than the median value in the county. Looking forward to 2025, the median housing prices in both the town and county are projected to increase by 5% and 6% respectively. Overall, the Town of East Hampton is anticipated to see a reduction in the proportion of housing valued between \$100,000 and \$299,999. This proportional decline will result in a greater presence of housing priced over \$300,000 as home prices become more polarized towards the high end of the market.

Owner-Occupied Housing Values				
	East Hampton, CT		Middlesex County, CT	
	2020	2025	2020	2025
Less than \$50,000	1%	1%	2%	1%
\$50,000-\$99,999	0%	0%	2%	2%
\$100,000-\$149,999	4%	3%	5%	5%
\$150,000-\$199,999	15%	14%	11%	10%
\$200,000-\$249,999	20%	18%	16%	15%
\$250,000-\$299,999	20%	18%	17%	16%
\$300,000-\$399,999	28%	31%	24%	25%
\$400,000-\$499,999	7%	8%	12%	13%
\$500,000-\$749,999	2%	3%	8%	9%
\$750,000-\$999,999	2%	3%	2%	3%
\$1,000,000-\$1,499,999	1%	1%	1%	1%
\$1,500,000-\$1,999,999	0%	0%	0%	0%
\$2,000,000 or greater	0%	0%	0%	0%
Median Home Value	\$ 274,213	\$ 287,727	\$ 291,595	\$ 308,049

Source: Esri

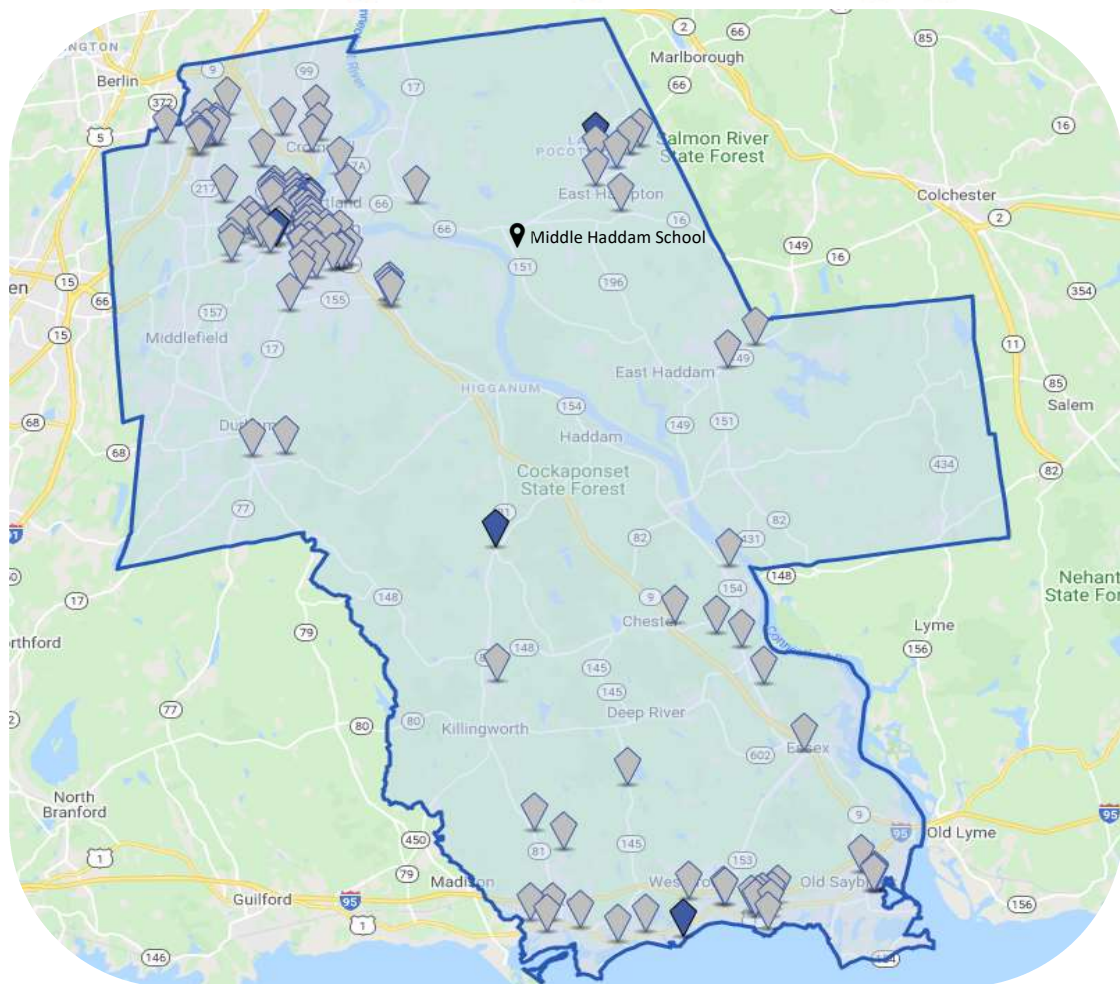
MULTI-FAMILY RESIDENTIAL HOUSING

Middlesex County, CT

The map below displays the multi-family inventory in Middlesex County. The following is a summary of key multi-family housing trends as of Q1 2021 according to CoStar:

- ◆ There are 7,155 existing housing units spread across 133 properties in the county, with an additional 162 units under construction (160 of these units are in the Landon at Cromwell which is located at 150 Squire Hill Rd. in Cromwell, CT).
- ◆ In all, 85% of all units in the County are either 1-or 2-bedroom apartments.
- ◆ There have been no new units delivered in the County since 2018 when 145 units were delivered to the market.
- ◆ Multi-family vacancy rates in the County stand at 2.3%.
- ◆ The market rent per unit in the county is \$1,319.

Middlesex County, CT Multi-Family Residential Inventory Map

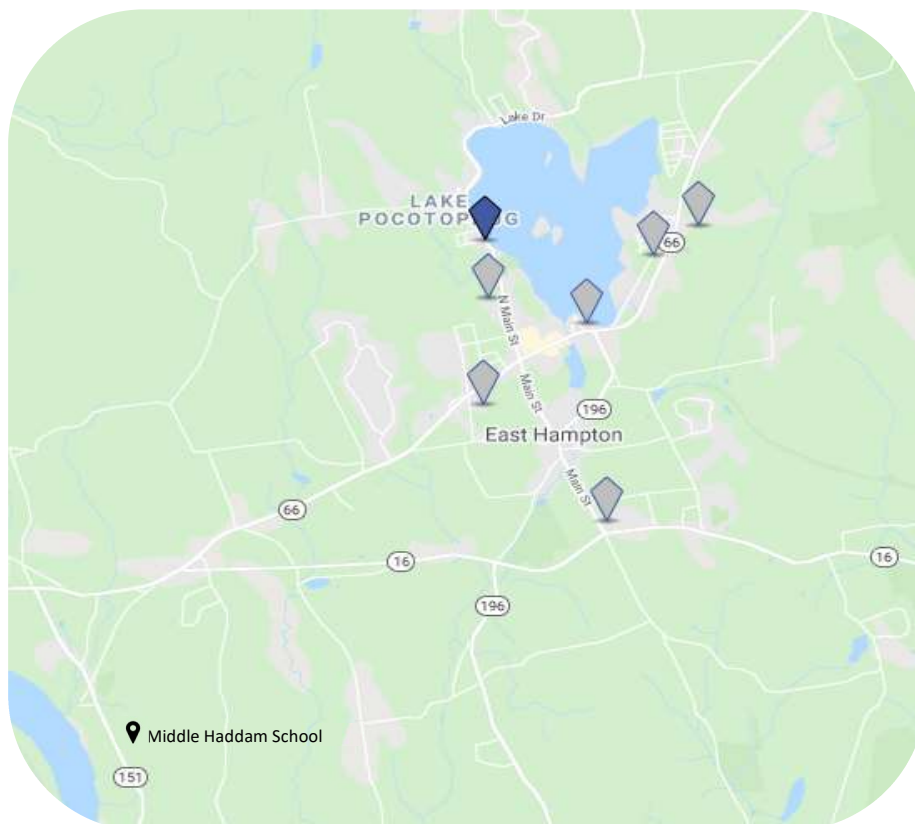


Source: Costar

Town of East Hampton, CT

The map below displays the multi-family inventory in the Town of East Hampton. The following is a summary of key multi-family housing trends as of Q1 2021 according to CoStar:

- ◆ There are 124 multi-family units spread across six buildings. This represents approximately 2% of the total multi-family housing units in the County.
- ◆ 56% of total units (70 in all) in the town are considered senior housing. These units are located within the largest multi-family properties by number of units in East Hampton, including the Bellwood Court Apartments (40 units), and the Chatham Acres Apartments (30 units).
- ◆ There are currently no units under construction in the town, and no new units have been delivered to the market in the Town since 16-units were delivered in 2015.
- ◆ Almost 80% of units in the Town are studio apartments, a significantly higher percentage than see at the County level.
- ◆ Current, multi-family vacancy rates in the Town stand at 4.5%.
- ◆ The market rent per unit in the town is \$497, which is almost 3x less than the county. This is due to the high number of reduced rent senior housing units in the town.

Town of East Hampton, CT Multi-Family Residential Inventory Map

Source: Costar

Multi-Family Housing Summary				
	Total Housing Units	Vacancy Rate	Total Units Under Construction	Total Units Delivered (2015-2020)
East Hampton, CT	124	4.5%	-	16
Middlesex County, CT	7,155	2.3%	160	358

Source: CoStar

Housing Units by Rental Type				
	East Hampton, CT		Middlesex County, CT	
	Number	Percent	Number	Percent
Studio	97	78%	389	5%
1-Bedroom	18	15%	2,902	41%
2-Bedroom	9	7%	3,119	44%
3-Bedroom	-	0%	295	4%
4+ Bedroom	-	0%	450	6%
Total	124	100%	7,155	100%

Source: CoStar

UPSCALE SENIOR HOUSING

While a majority (56%) of multi-family housing in the Town of East Hampton is classified as senior housing, the existing units are primarily located within large properties such as the Bellewood Court apartment complex, and Chatham Acres apartment complex. An aging population combined with limited options for upscale senior housing in the area may indicate a need for additional senior housing at Haddam Middle School. Looking forward to 2025, the senior population of East Hampton and Middlesex County is expected to increase by approximately 20% and 15%, respectively (the largest increase of any age groups in each geography).

MARKET RATE MULTI-FAMILY HOUSING

A lack of new inventory combined with limited multi-family housing options may indicate a need for market rate multi-family housing. The Town of East Hampton is currently home to 124 multi-family units spread across six buildings. This represents approximately 2% of the total multi-family housing units in the County. There are currently no units under construction in the town, and no new units have been delivered to the town since 16-units were delivered in 2015. Almost 80% of units in the Town are studio apartments, a significantly higher percentage than see at the County level. At 4.5% vacancy, existing inventory in the town has healthy vacancy rates that may also signal a need for additional housing.

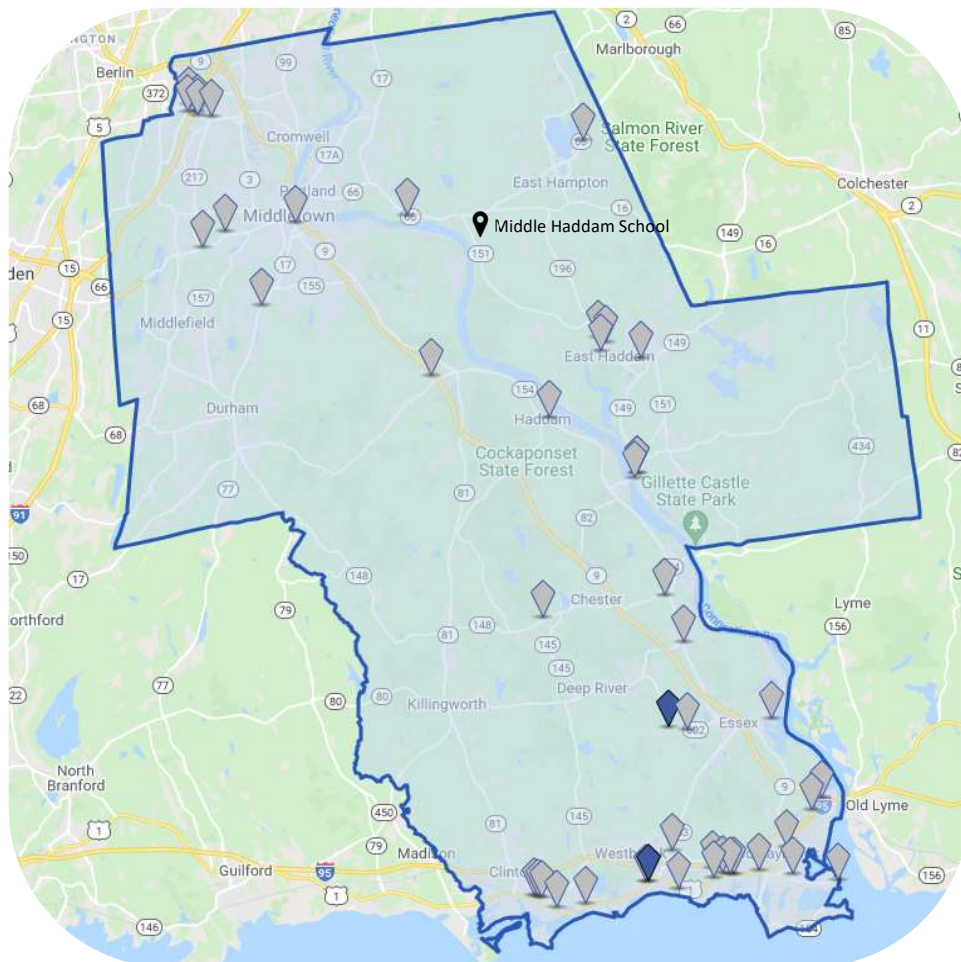
LODGING

MIDDLESEX COUNTY, CT

The map below displays the hospitality property inventory in the Town of East Hampton². The following is a summary of key multi-family housing trends as of Q1 2021 according to CoStar:

- ◆ There are 1,496 existing rooms spread across 25 properties in the county. There are currently no rooms or properties under construction.
- ◆ The average room per building is 60 rooms.
- ◆ 123 new rooms were delivered to the County in the last 12-months.
- ◆ There have been 3 hospitality properties sold in the last 12-months.
- ◆ The 12-month average daily rate is \$120/room.

Middlesex County, CT Hospitality Inventory Map



Source: Costar

² Data was not available for the Town of East Hampton, CT

LODGING DISCUSSION

There are no significant lodging options in East Hampton currently. There are some unique hotel and hospitality options in adjacent towns, including the Inn at Middletown (70 main St Middletown CT); and The Boardman House (8 Norwich Road, East Haddam). An upscale boutique hotel or Inn could be utilized by tourists, event goers in the region, or others looking to enjoy the rural landscape adjacent to the river (and recreation options that accompany it). Overall, lodging reuse of the property is considered to have moderate to high market feasibility.

The Bevin House Bed and Breakfast in East Hampton indicates an existing market for unique and historic lodging in the local area. The historic property has five rooms that are currently achieving price points of approximately \$150 per night to \$230 per night. The property is typically fully occupied on summer weekends. Few other comparable lodging establishments were identified in the immediate market area. The Inn at Middletown is another historic lodging establishment but is a different scale and experience than a Schoolhouse lodging scenario would offer. The Spirit of 76 House bed and breakfast in Higganum is a somewhat comparable historical lodging property but offers a somewhat lower quality product.

There are local demand drivers for lodging that a potential establishment would be able to capitalize on. The region has a robust wedding industry, which is beginning to rebound after being impacted by the COVID crisis. Saint Clements Castle and Marina is one of the region's most popular and substantial wedding venues. The facility is located less than two miles from the property (an approximate 5-minute drive) and lacks on-site lodging. The Schoolhouse property is competitively positioned to capture lodging demand from events at the facility.

COMMERCIAL OFFICE

Future demand for office space is dependent on growth in office-utilizing industry sectors. The primary intended use of traditional office real estate is to house employees of companies that produce a product or service, primarily for support services such as administration, accounting, marketing, information processing and dissemination, consulting, human resources management, financial and insurance services, educational, and other professional services. At less than 1% projected job growth in the Town of East Hampton over the next ten years, the Town is expected to remain stagnant in terms of jobs in office-utilizing industry growth, while Middlesex County is projected to see a slight increase (2.8%) in total jobs from 2021 to 2031.

Office-Utilizing Industry Trends, Town of East Hampton, CT (2020-2030)

NAICS	Description	2021 Jobs	2031 Jobs	2021-2031 Job Change	2021-2031 % Job Change
51	Information	<10	-	Insf. Data	Insf. Data
52	Finance and Insurance	68	66	(2)	-3.1%
54	Professional, Scientific, and Technical Services	107	107	-	-0.1%
55	Management of Companies and Enterprises	-	-	-	0.0%
56	Administrative and Support and Waste Management and Remediation Services	40	39	(1)	-1.6%
81	Other Services (except Public Administration)	154	151	(2)	-1.5%
90	Government	626	635	10	1.5%
	Total	996	999	3	0.3%

Source: Emsi

Office-Utilizing Industry Trends, Middlesex County, CT (2020-2030)					
NAICS	Description	2021 Jobs	2031 Jobs	2021-2031 Job Change	2021-2031 % Job Change
51	Information	700	723	23	3.3%
52	Finance and Insurance	1,537	1,237	(300)	-19.5%
54	Professional, Scientific, and Technical Services	3,778	4,131	352	9.3%
55	Management of Companies and Enterprises	737	961	223	30.3%
56	Administrative and Support and Waste Management and Remediation Services	3,605	4,017	412	11.4%
81	Other Services (except Public Administration)	3,460	3,384	(76)	-2.2%
90	Government	9,806	9,834	28	0.3%
		23,624	24,286	663	2.8%

Source: Emsi

While stagnant projected job growth trends in the Town and County indicate that there is likely not a high need for office space in the Town of East Hampton, there may be opportunities for additional office space to be leveraged if an existing office user(s) were willing to relocate their operations. Additionally, with remote work becoming a more viable option for many employees in office utilizing industries due to the Covid-19 pandemic, there may be opportunities for individuals to utilize shared office space on a flexible or regular basis.

OFFICE SPACE DEMAND DISCUSSION

Projected industry growth does not indicate a need for additional office space in the Town of East Hampton, but the relocation of existing office users, or evolving office trends stemming from the Covid-19 pandemic such as a higher utilization of remote work may provide demand for additional office space in the town. There may also be opportunities for additional office space to be leveraged if an existing office user(s) were willing to relocate their existing operations. Two potential users who may have interest in the space include the Chatham Health District, and Middlesex County probate court.

RETAIL AND RESTAURANT

CONSUMER SPENDING AND SALES

General retail is not considered feasible for the property due to its relatively isolated location with little traffic and visibility; however, restaurant potential was considered as the locational challenge is not necessarily a barrier to future restaurant use. Consumer spending patterns were analyzed focusing specifically on patterns related to annual spending at restaurants in the Town of East Hampton, and Middlesex County. Below is a summary of key insights into consumer spending and sales data. Spending Potential Index (SPI) compares average local spending to the average spent nationally. An index of 100 is average. An SPI of 120 indicates that average spending by local consumers is 20 percent higher than the national average. Esri uses Consumer Expenditure Survey data from the Bureau of Labor Statistics in its estimates.

With an SPI of 135, restaurant spending in the Town of East Hampton is well above the national average, a trend also reflected at the County level. Average spending by consumers in the Town of East Hampton is higher than amounts seen at the County level, and both geographies are projected to see increased consumer spending from 2020 to 2025.

Annual Restaurant Consumer Spending (2020-2025)		
	East Hampton, CT	Middlesex County, CT
Spending Potential Index (SPI)	135	124
Median HH Income	\$ 105,000	\$ 89,117
Average Amount Spent	\$ 5,082.37	\$ 4,663.12
Total Amount Spent (2020)	\$ 25,777,761	\$ 317,717,169
Projected Amount Spent (2025)	\$ 28,058,027	\$ 344,632,277
Projected Spending Growth (2020-2025)	\$ 2,280,266	\$ 26,915,108

Source: Esri

RESTAURANT LEAKAGE AND GAP ANALYSIS

The table below displays restaurant industry data which includes figures for sales demand (estimated spending by Town of East Hampton and Middlesex County residents), sales supply (existing retail sales within Town of East Hampton and Middlesex County residents), and the retail gap (demand minus supply). Data reflects trends for 2017, which was the most recent data available in Esri.

The restaurant industry in both the Town of East Hampton, and Middlesex County show sales leakage (i.e., more demand than supply), indicated that there may be opportunities for new or expanding businesses as there is more demand than there is supply.

Restaurant Leakage and Gap Analysis (2017)			
	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap
Town of East Hampton, CT	\$ 25,608,465	\$ 8,839,805	\$ 16,768,660
Middlesex County, CT	\$ 296,375,752	\$ 229,611,843	\$ 66,763,909

Source: Esri

RESTAURANT DISCUSSION

The restaurant industry in both the Town of East Hampton, and Middlesex County show sales leakage (i.e., more demand than supply), indicating that there may be opportunities for new or expanding businesses as there is more demand than there is supply.

High consumer spending coupled with retail leakage may indicate a need for additional restaurant space in the Town of East Hampton. Restaurant spending in the Town of East Hampton is well above the national average, and average spending by consumers in the Town of East Hampton is higher than amounts seen at the County level. Both the town and county are projected to see increased consumer spending from 2020 to 2025. Despite the positive indicators for restaurant potential, there have been several restaurant failures in the local area and high rates of turnover suggest that feasibility may be more limited than the data suggests.

For a restaurant to be successful at the property, it will likely need to provide a destination experience to overcome market and location challenges. With the state's growing beverage manufacturing industry (including microbreweries and distilleries) there may be an opportunity for a development project that features on-site beverage production combined with restaurant and entertainment options.

6. COMMUNITY SENTIMENT

Friends of Middle Haddam School conducted a community survey as part of the market feasibility report. The survey received over 200 responses with over 88% of responses coming from those that live within a 15-minute drive time of the Middle Haddam School property. The key themes that emerged from the survey including the following:

- **Respondents are most interested in reuses that provide a community benefit/amenity**, including recreation, arts/culture, and event/meeting space, which ranked as the top three ranked uses, respectively.
- **Municipal and private uses generally seen as less desirable.** Private redevelopment uses ranked relatively low compared to community uses as well as municipal (town) use of the property. Private uses such as residential, lodging, and other commercial uses also ranked relatively low among respondents. Many also indicated residential and lodging as significant concerns for the reuse of the property.
- **Most concerns among respondents are related to potential adverse impacts to surrounding neighborhoods/streets.** Traffic and parking concerns were among the most common responses about potential concerns regarding redevelopment.

The summary of the survey results are provided as an attachment.

Attachment 2:

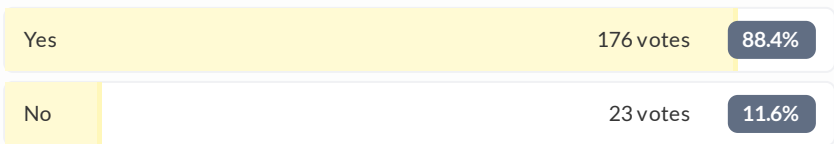
Community Reuse Survey Results

Middle Haddam School Re-Use Survey

Created on July 10, 2021

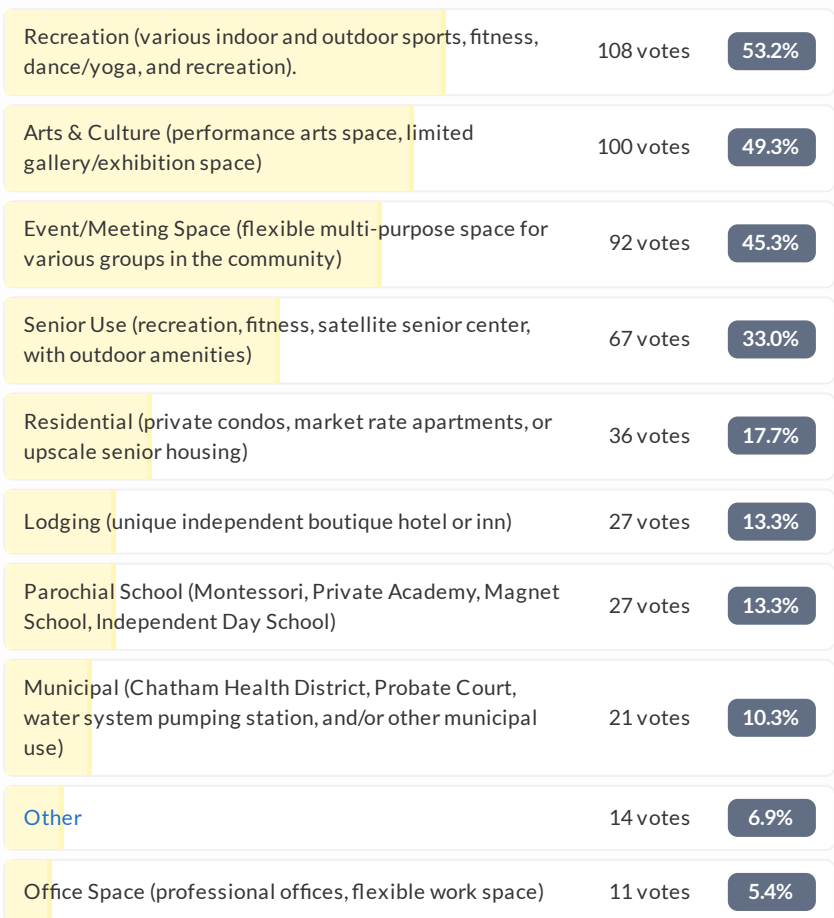
Do you currently live within 15 minutes drive of the Middle Haddam School?

199 answers - 199 votes



What would I most like to see the Middle Haddam School used for? Note that some of these uses can be easily combined – so please choose three.

203 answers - 504 votes



What use would concern me most, and why (ex. traffic, noise, parking, lights)?

82 answers

Municipal - traffic/noise

Overcrowding and traffic noise.

Local citizens seem to take more pride in their comminu

Traffic and noise

No concerns

Parking

parking

Space should benefit public interest, not private residential, lodging or municipal use

Traffic

Not sure

Traffic and noice

Housing

Anything for-profit

residential use

Traffic. Lights, too many non-local residents

That would be a good question for the abutters.

Demolished, please save history

Residential/condos because we don't need more old buildings turned into houses for the wealthy

lights for the neighbors!

All. It's middle haddam. Needs to remain quaint.

Any use by the tow of EH government. Unless they pay a going rate. You can't turn your back on something and then benefit from it.

Municipal because the town doesn't take care of any of their buildings.

Residential. Noise

With the taxes in town continuing to go up each year, I think bringing in a large tax contributor would be helpful. While still maintaining the vibe and feel of this part of town.

Traffic for sure. Noise

I always thought it should be used for Senior activities but they seem quite content

Traffic. That road is horrible to drive on.

Government space which would require tax payers to maintain

Traffic

Parking

Happy to have the School in use and none of the above would bother us

Residential / traffic at all hours

Recreation. Traffic and noise concerns.

Traffic-people already drive to fast on Rt 151. Drivers unfamiliar with the road may make it worse.

Municipal, it would take away from the integrity and charm of middle haddam

Lights, traffic, noise

N/A

an expense to the taxpayer that isn't needed

Condos.....lights/noise

event/meeting space... don't feel it would help to support the costs of

Traffic, noise, lights

Traffic, noise

Lodging, because I don't think there is demand

No lodging. Residents only

Noise, traffic. Concerned for those who live close by

None

Business, for the above reasons

Lodging....traffic and noise

Traffic, noise

Environmental impact

Traffic

Safety, lights, traffic

Noise for nearby residences, keeping the venture viable over time

Lodging bc too many non residents to the area

Whatever goes in there should have a low volume of traffic for what is primarily a small village/residential area.

Nothing

Of this becomes housing, condos. Don't need apartments!!!!

Apartment, housing

N/A

It's a historic building. I would love to see it used as a school for children again. More families have moved to town it would be put to good use.

I think it would be great to make it more of a community space so everyone can enjoy it.

They all seem like good choices.

Heavy noise and lights would destroy the serenity of the surrounding area, but I believe it would be possible to avoid this and still use the property for something special.

Residential - traffic

None

Events/parties: late hours, noise, possible alcohol use

My primary concerns are environmental impact, aesthetics (keeping historic character of neighborhood) and public access (ensuring that all community members can enjoy/benefit from use of the space).

Nothing. It was used for Boy Scout meetings at night in the '60s without any of the above mentioned problems. I do not think it should be used for anything municipal since the town let it go to shambles and should not benefit from your amazing rescue! If you need volunteers for ground maintenance or the like, sign me up. Rich Hallberg 860-500-9753.

Parking

Remove the building and hire a professional landscape architect and developer a multi-generational outdoor space.

Storage garages

Convenience

Senior use due to too many stairs.

Recreation

Losing the Historical features of the building & it not being opening to the public.
DO NOT PRIVATISE the building (IE: not for Residential/Lodging/Municipal/Office use)

Traffi,noise...

None, it is an amazing old building that should be used.

Traffic-Schoolhouse Ln is not designed for high traffic volume and parking on location is minimal.

Parking

No concerns

Privatization would concern me the most.

Residential - traffic and deterioration

Attachment 3:

Redevelopment Concept Scenarios

CONCEPT SCENARIO DESCRIPTIONS

1. COMMUNITY & RECREATION CENTER

The Community and Recreation Center concept will provide a variety of community-oriented spaces intended to provide flexibility to meet a broad cross section of community needs. Potential uses to be explored as part of this concept include the following:

- **Event/Meeting/Multipurpose space:** Various sized (or dividable) spaces that can be utilized for meetings and small events such as banquets, fundraisers, art shows, performing arts shows, etc. Potential opportunity to meet this need through multi-purpose spaces that can also be utilized for recreation/fitness (such as small gymnasium space, rooms suitable for fitness classes such as yoga, etc.). Potential programming uses for these spaces may include:
 - Adult continuing education
 - Library programming
 - Senior programming
 - Community maker space facilities
 - Culinary program (potentially with commercial kitchen)
 - Music/arts programming

- **Recreation/Fitness:** Various fitness/recreation facilities (indoor and outdoor) to meet community needs with a focus on active senior recreation needs. Potential recreation/fitness amenities include the following:
 - Gymnasium space
 - Small/lap pool
 - Fitness class space (aerobics, yoga, etc.)
 - Indoor and outdoor court sports: Squash/racquetball/pickleball
 - Sauna
 - Locker rooms/showers
 - Fitness equipment/weight room (small)
 - Lounge/social area
 - Massage/multi-purpose space for health/fitness-related appointments/consultation (nutritionist, physical therapy, etc.)
 - Game room (billiards, ping pong, etc.)

- **Outdoor Amenities:**
 - Community garden
 - fitness trail/fitness playground
 - Sports courts
 - Multi-purpose field

2. BOUTIQUE LODGING

The boutique lodging concept will include overnight rental units and amenities for guests, which may also serve community members. Potential uses within this concept may include:

- Guest rooms
- Lobby
- Breakfast area
- Small event/meeting space
- Small fitness space
- Outdoor tennis/sport court and/or other guest amenity

Note a variation of this model could potentially include an on-site restaurant establishment; however, the market assessment indicated there may not be strong potential for this use.

3. PAROCHIAL SCHOOL

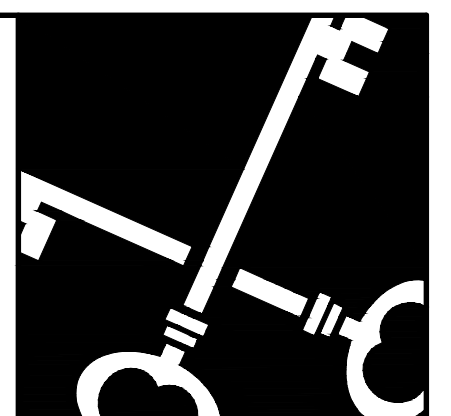
The parochial school concept will imagine an educational reuse for the former school, but may also provide opportunities for space that can be utilized by the community during non-school times.

Potential uses in this concept include:

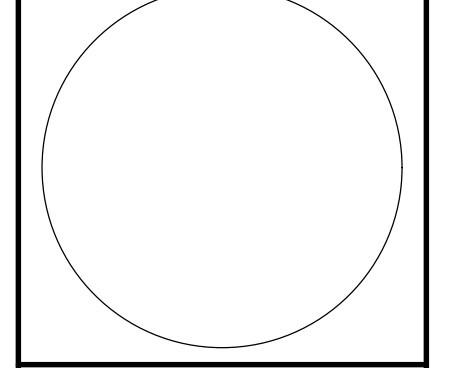
- Classrooms
- Administrative offices
- Cafeteria
- Gymnasium (potential for multi-purpose cafeteria to be utilized as gymnasium)

Attachment 4:

Conceptual Floor Plans



Crosskey Architects
 LLC
 Architecture Preservation Planning
 750 Main Street, Hartford, CT 06103
 T: (860)724-3000 F: (860)724-3013



Middle Haddam Schoolhouse
 Schoolhouse Lane, East Hampton, CT

NOT FOR CONSTRUCTION

Drawn: DG, SM
 Date: AUGUST 11, 2021
 Revisions:

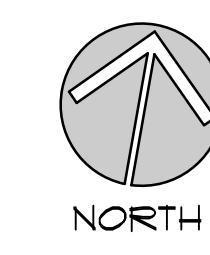
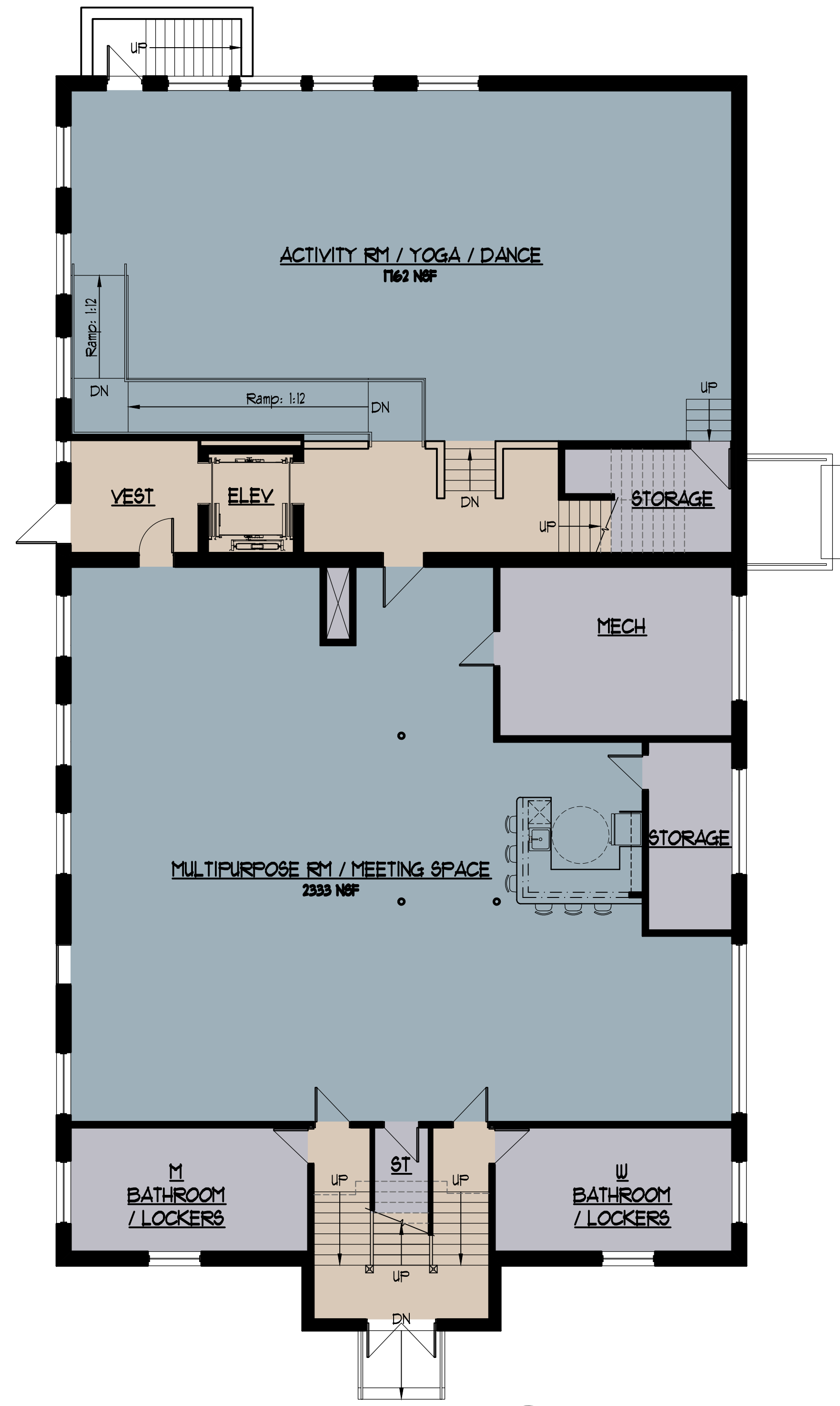
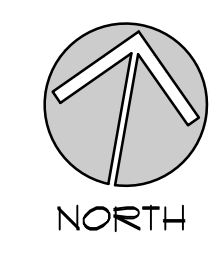
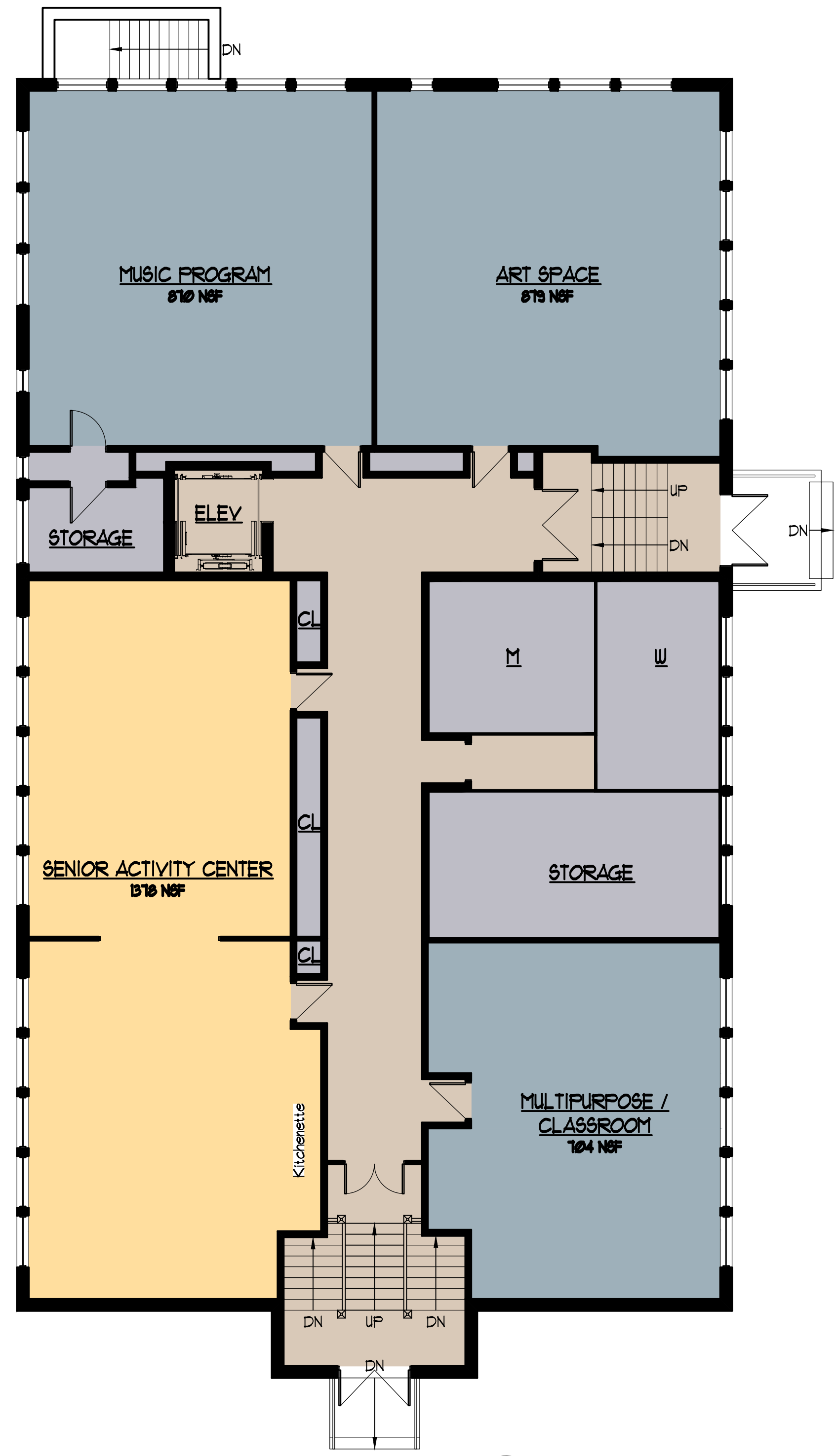
OPTION 1 -
 COMMUNITY
 RECREATIONAL
 CENTER

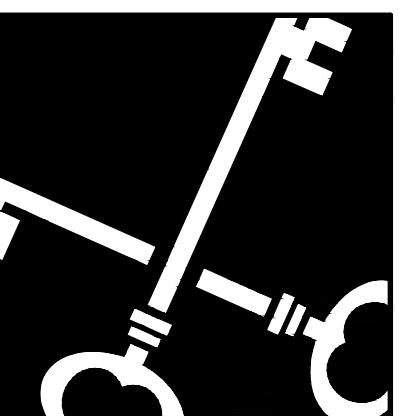
A-1

GROSS SQ FT SUMMARY

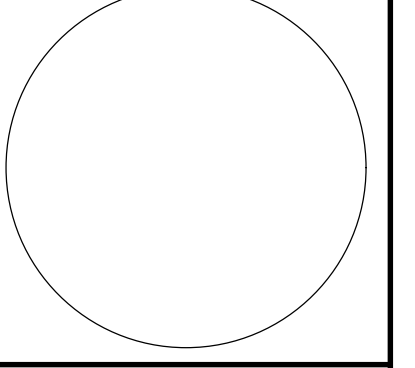
Floor	Total
Lower Level	6,373 GSF
First Floor	6,373 GSF
Total	12,746 GSF

Use	Total
Service / Storage	1,880 NSF
Common / Circulation	1,854 NSF
Senior Activity Center	1,378 NSF
Function Spaces	6,548 NSF





Crosskey Architects
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 Architecture Preservation Planning
 750 Main Street, Hartford, CT 06103
 T: (860)724-3000 F: (860)724-3013



Middle Haddam Schoolhouse
 Schoolhouse Lane, East Hampton, CT

NOT FOR CONSTRUCTION

Drawn: DG, SM
 Date: AUGUST 11, 2021
 Revisions: _____

OPTION 2 -
 BOUTIQUE HOTEL

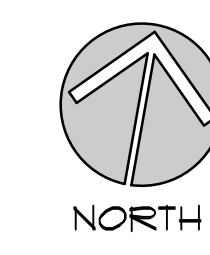
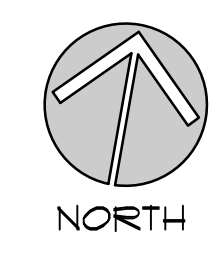
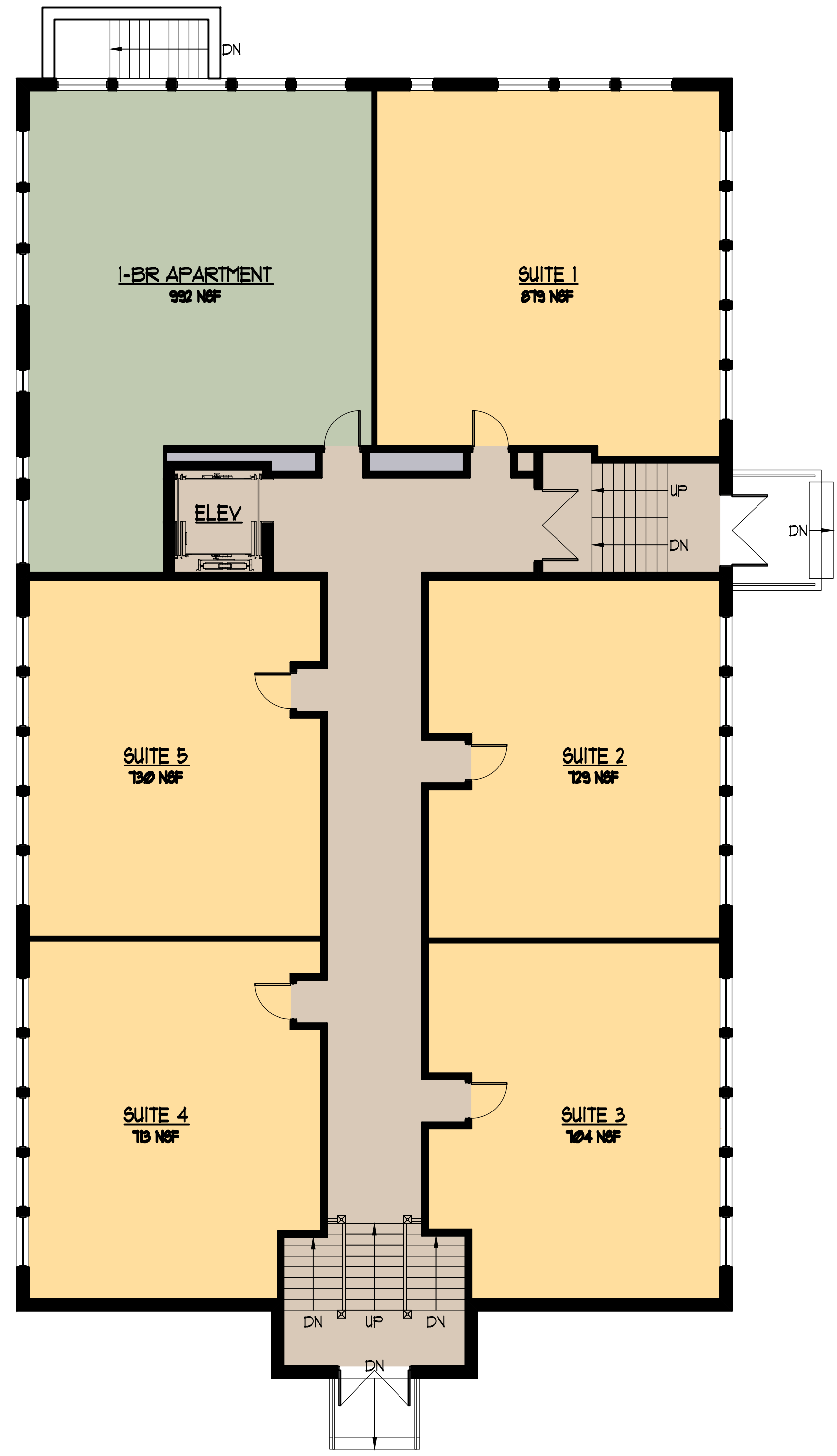
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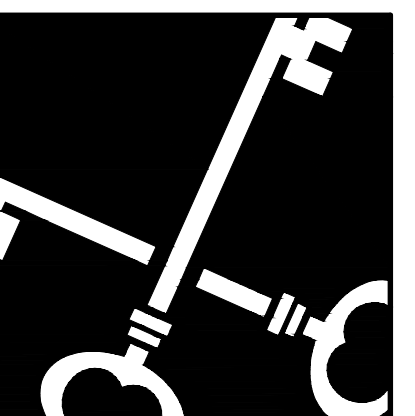
GROSS SQ FT SUMMARY

Floor	Total
Lower Level	6,373 GSF
First Floor	6,373 GSF
Total	12,746 GSF

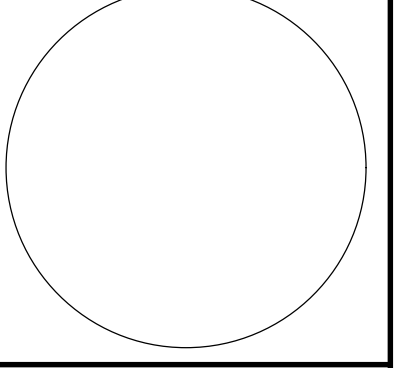
Use

Use	Total
Service / Storage	1,121 NSF
Common / Circulation	2,138 NSF
Suites	3,755 NSF
Function Spaces	3,293 NSF
Management	361 NSF
1-BR Apt (Inn Keeper)	992 NSF





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NOT FOR CONSTRUCTION

Drawn: DG, SM
 Date: AUGUST 11, 2021
 Revisions:

OPTION 3 -
 PAROCHIAL
 SCHOOL

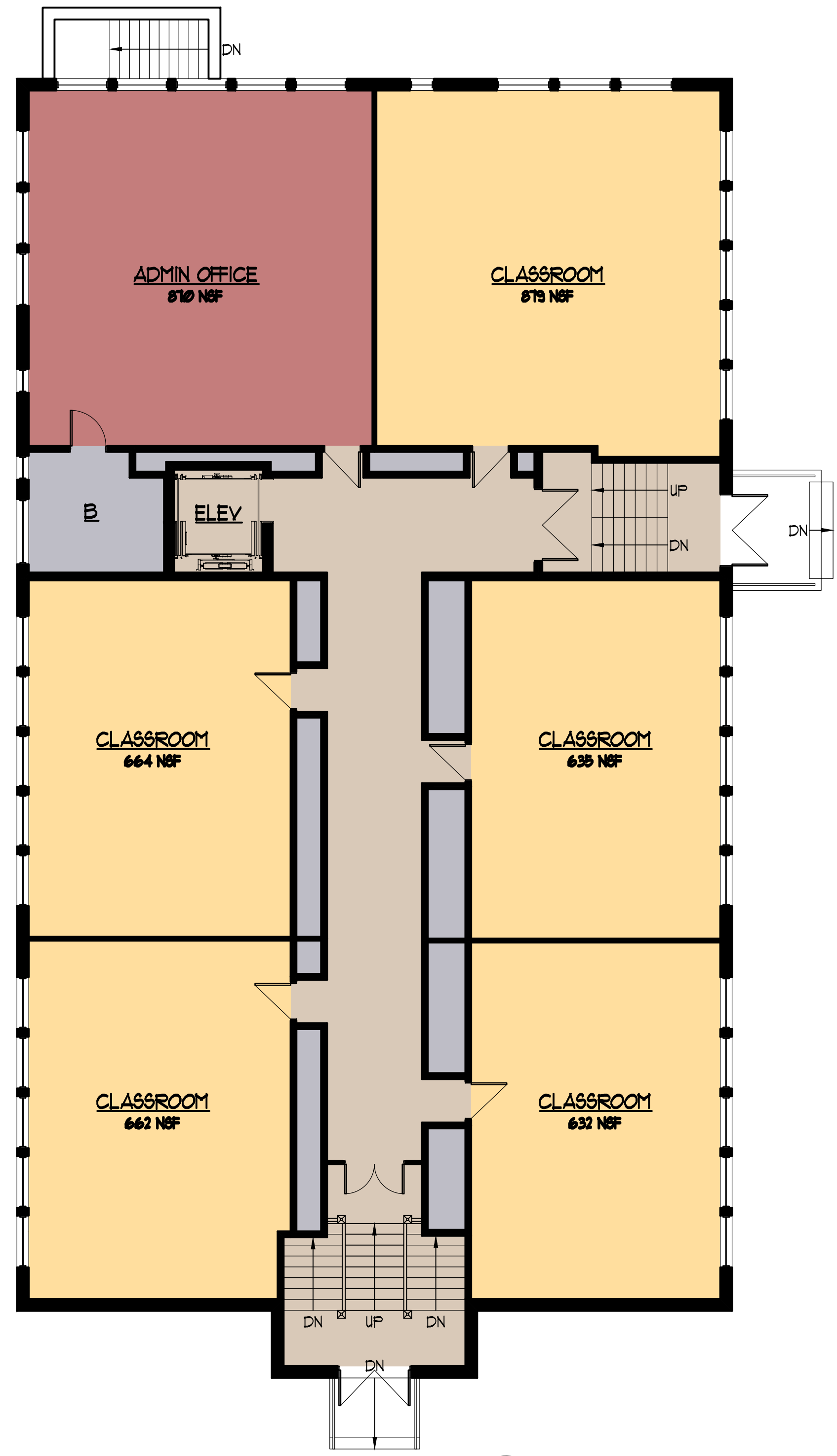
A-3

GROSS SQ FT SUMMARY

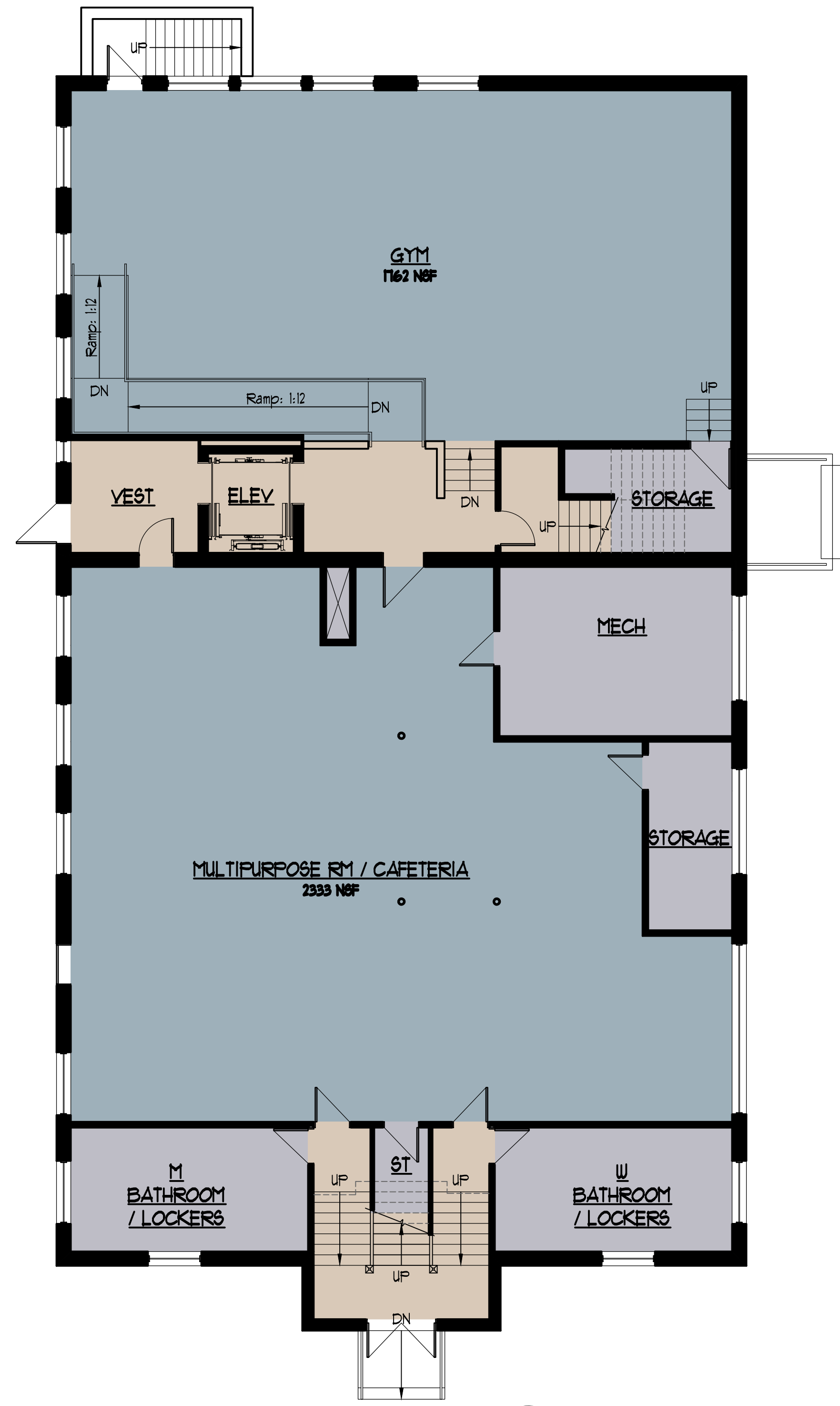
Floor	Total
Lower Level	6,373 GSF
First Floor	6,373 GSF
Total	12,746 GSF

Use Total

Service / Storage	1,143 NSF
Common / Circulation	1,805 NSF
Classrooms	3,473 NSF
Function Spaces	4,095 NSF
Administration	870 NSF



2 FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"
 NORTH



1 LOWER LEVEL PLAN
 SCALE: 1/8"=1'-0"
 NORTH

Attachment 5:

Financial Feasibility Analysis and Funding Sources

1. SUMMARY OVERVIEW

The purpose of this memo is to discuss the financial feasibility of three potential redevelopment concepts for the Middle Haddam School. The financial feasibility analysis examined the feasibility of each concept scenario based on various assumptions that were developed to account for projected revenues and costs. Costs generally included redevelopment costs and estimated ongoing operating costs, while revenues generally included expected lease and other rental revenue for each potential concept. In addition to including various assumptions on revenues and costs, estimates were also developed so that potential returns from historic tax credits were taken into account.

Overall, the analysis determined whether annual revenues would cover annual costs in each scenario, and whether the project would provide a sufficient return on investment to be attractive to a private entity. In each scenario, a “funding gap” was estimated, which represented the additional funding that would be necessary to make the project feasible. Note that this analysis does not include individual business pro-forma information (e.g., for a restaurant: annual revenue, wages and salaries, supplies, etc.).

The results of the financial feasibility analysis for each concept are summarized below:

	Recreation Center	School	Boutique Lodging
Total Development Cost	\$3,562,500	\$3,960,000	\$4,358,000
Estimated Value of Tax Credits	\$855,000	\$950,000	\$933,000
Maximum Loan	\$848,835	\$644,000	\$933,000
Funding Gap	\$790,000	\$1,200,000	\$1,070,000
Annual Cash Flow After Financing	\$59,000	\$44,000	\$64,500
Conclusion	Viable as non-profit/public endeavor	Viable as non-profit/public endeavor	Not Viable (as Private Development)

2. FINANCIAL FEASIBILITY OF CONCEPT SCENARIOS

1. COMMUNITY & RECREATION CENTER

Summary Overview

The Community and Recreation Center concept will provide a variety of community-oriented spaces intended to provide flexibility to meet a broad cross section of community needs. Potential uses to be explored as part of this concept include the following:

1. Event/Meeting/Multipurpose Space (Senior Programming, Adult Continuing Education, Music/Arts, etc.)
2. Recreation/Fitness (Fitness Classes, Recreation Equipment, Lounge, etc.)
3. Outdoor Amenities (Community Garden, Trails, Fields)

Key Assumptions

- 367 annual memberships and regular drop-in's
- 2 Staff Members:
 - Facility Supervisor (FT)
 - Front Desk/Admin (PT)
- Trainers/Instructors pay to host classes and training.

Estimated Operating Proforma

Operating Expenses	
Staffing	
Facility Supervisor (FT)	\$ 55,213
Front Desk and Admin Clerk (PT)	\$ 48,565
Fitness Instructors/Personal Trainers (PT)	\$ -
Total	\$ 103,778
Other	
Recreation Supplies (First Aid, Insurance, equipment, etc.)	\$ 21,668
Purchased Services (Phone, trash, janitorial, etc)	\$ 71,123
Total	\$ 92,791
Total Operating Expenses	\$ 196,569

Operating Revenues	
Annual Memberships	\$ 211,392
Daily Admissions	\$ 15,450
Total Membership and Admissions Revenue	\$ 226,842
Rentals	
Classroom	\$ 10,400
Meeting Space	\$ 7,800
Music Room	\$ 7,800
Art Space	\$ 7,800
Activity Space	\$ 39,000
Total Rental Revenue	\$ 72,800
Gross Revenue	\$ 299,642
Total Net	\$ 103,073

Private Developer/Investment Assessment

The following assessment evaluates whether development would be attractive as a private investment based on the potential annual return on an initial investment (equity dividend rate) and the project's overall return on investment (developer profit margin). A target threshold equity dividend rate is typically around 7% while a target threshold developer profit margin is typically around 15%.

Total Net Operating Income	\$ 103,072.84
Financing Cost	(\$44,406)
Cash Flow After Financing	\$ 58,667.33
Total Development Cost	\$ 3,562,500
Developer Equity	\$ (1,068,750)
Max Loan	\$ (848,835)
Estimated Historic Tax Credits	\$ (855,000)
Funding Gap	\$ 789,915
Equity Dividend Rate (Annual)	5.5%
Yield on Cost	2.89%
Threshold	8.50%
Developer Profit Margin	-66.0%

Financial Feasibility Analysis Summary

Estimated Hard Construction Costs	\$2,850,000
Estimated Soft Costs	\$712,500
Total Development Cost	\$3,562,500
Estimated Value of Tax Credits	(\$855,000)
Estimated Total Cost	\$2,707,500
Estimated Annual Operating Expenses	\$196,569
Estimated Annual Revenue	\$299,642
Total Net	\$103,073

Funding Gap (After Maximum Loan and Historic Tax Credits): \$790,000

Conclusion: Viable as non-profit/public endeavor

2. BOUTIQUE LODGING

Summary Overview

The boutique lodging concept will include overnight rental units and amenities for guests, which may also serve community members. Potential uses within this concept may include:

- Guest rooms
- Lobby
- Breakfast area
- Small event/meeting space
- Small fitness space

Key Assumptions

- 39% occupancy rate
- Average nightly rate of \$210

Estimated Operating Proforma

Operating Expenses	
Property Operations and Maintenance	\$ 4,473
Utilities	\$ 3,727
Management	\$ 2,982
Marketing	\$ 2,982
Rooms	\$ 37,271
Admin	\$ 7,454
Insurance	\$ 1,491
Misc	\$ 5,218
Info & Telecom	\$ 1,491
Property Taxes	\$ 28,942
Total Operating Expenses	\$ 96,030
Operating Revenue	
Number of Rooms	5.00
Occupancy	39%
Rate	\$ 210
Days Open	365.00
Occupied Rooms	710
Total Revenue	\$ 149,084
Event Revenue	\$ 60,225
Gross Revenue	\$ 209,309
Total Net	\$ 113,279

Private Developer/Investment Assessment

The following assessment evaluates whether development would be attractive as a private investment based on the potential annual return on an initial investment (equity dividend rate) and the project's overall return on investment (developer profit margin). A target threshold equity dividend rate is typically around 7% while a target threshold developer profit margin is typically around 15%.

Total Net Operating Income	\$ 113,279.17
Financing Cost	(\$48,803)
Cash Flow After Financing	\$ 64,476.60
Total Development Cost	\$ 4,358,125
Developer Equity	\$ (1,307,438)
Max Loan	\$ (932,887)
Estimated Historic Tax Credits	\$ (1,045,950)
Funding Gap	\$ 1,071,850
Equity Dividend Rate (Annual)	4.9%
Yield on Cost	2.60%
Threshold	8.50%
Developer Profit Margin	-69.4%

Summary of Financial Feasibility Analysis

Estimated Hard Construction Costs	\$3,486,500
Estimated Soft Costs	\$871,625
Total Development Cost	\$4,358,125
Estimated Value of Tax Credits	(\$1,045,950)
Estimated Total Cost	\$3,312,175
Estimated Annual Operating Expenses	\$96,030
Estimated Annual Revenue	\$209,309
Total Net	\$113,279

Funding Gap (After Maximum Loan and Historic Tax Credits): \$1,070,000

Conclusion: Viable as non-profit/public endeavor

3. PAROCHIAL SCHOOL

Summary Overview

The parochial school concept will imagine an educational reuse for the former school, but may also provide opportunities for space that can be utilized by the community during non-school times. Potential uses in this concept include:

- Classrooms
- Administrative offices
- Cafeteria
- Gymnasium (potential for multi-purpose cafeteria to be utilized as gymnasium)

Key Assumptions

- Property is Leased to School Operator
- Property Tax Payments made Annually by Property Owner
- \$10/SF Lease

Estimated Operating Proforma

Operating Expenses	
Property Operations and Maintenance	\$ 3,824
Utilities	\$ 3,187
Management	\$ 2,549
Rooms	\$ 6,373
Admin	\$ 6,373
Insurance	\$ 1,275
Misc	\$ 4,461
Info & Telecom	\$ 1,275
Property Taxes	\$ 19,972
Total Operating Expenses	\$ 49,288
Rental Revenue	\$ 127,460.00
Total Net	\$ 78,171.79

Private Developer/Investment Assessment

The following assessment evaluates whether development would be attractive as a private investment based on the potential annual return on an initial investment (equity dividend rate) and the project's overall return on investment (developer profit margin). A target threshold equity dividend rate is typically around 7% while a target threshold developer profit margin is typically around 15%.

Total Net Operating Income	\$ 78,171.79
Financing Cost	(\$33,678)
Cash Flow After Financing	\$ 44,494.07
Total Development Cost	\$ 3,959,813
Developer Equity	\$ (1,187,944)
Max Loan	\$ (643,768)
Estimated Historic Tax Credits	\$ (950,355)
Funding Gap	\$ 1,177,746
Equity Dividend Rate (Annual)	3.7%
Yield on Cost	1.97%
Threshold	8.50%
Developer Profit Margin	-76.8%

Summary of Financial Feasibility Analysis

Estimated Hard Construction Costs	\$3,167,850
Estimated Soft Costs	\$791,963
Total Development Cost	\$3,959,813
Estimated Value of Tax Credits	(\$950,355)
Estimated Total Cost	\$3,009,457
Estimated Annual Operating Expenses	\$49,288
Estimated Annual Revenue	\$127,460
Total Net	\$78,172

Funding Gap (After Maximum Loan and Historic Tax Credits): \$1,200,000

Conclusion: Viable as non-profit/public endeavor

3. AVAILABLE FUNDING SOURCES SUMMARY

Funding Source	Description
Historic Tax credits	<p>The CT Historic Rehabilitation Tax Credit Program (C.G.S., Sec. 10-416c) establishes a 25% tax credit on the Qualified Rehabilitation Expenditures associated with the rehabilitation of a Certified Historic Structure. (<i>Qualified rehabilitation expenditures</i> are hard costs associated with the rehabilitation; site improvements and non-construction costs are excluded.)</p> <p>The structure must be rehabilitated in a manner consistent with the historic character of such property and have a post-rehabilitation use of one of the following:</p> <ul style="list-style-type: none"> residential use of five units or more; mixed residential and nonresidential use; or nonresidential. <p>The credit increases to 30% if the project is located within a federally designated opportunity zone or the project includes an affordable housing component, provided at least 20% of the rental units or 10% of for-sale units qualify under C.G.S., Section 8-39a.</p> <p>The program makes \$31.7 million in tax credit reservations available each fiscal year. The per-project cap is up to \$4.5 million in tax credits.</p> <p>You may combine state tax credits with the 20% Federal Historic Preservation Tax Credits provided the project qualifies under federal law as a substantial rehabilitation of depreciable property as defined by the Internal Revenue Service.</p>
Connecticut Department of Economic and Community Development Historic Restoration Fund Grants	<p>This program is intended to offer maintenance and repair funding to non-profit 501c3 and 501c13 and municipally owned buildings listed on the State or National Register of Historic Places. Rehabilitation projects must be directly attributed to the long-term preservation of historic building fabric and character defining features. Grant awards range from \$5,000 to \$200,000. Grants will be awarded while funds are available.</p> <ul style="list-style-type: none"> • Grants must be matched on a one-to-one basis. • Grants are paid on a single-payment reimbursement basis following project completion. • Federal funds and other non-state funds can be used as a match. • Funding awards of \$25,000 or greater will require agency signatures. Signed assistance agreements may take 1-3 months to be returned. Applicants must have a fully executed assistance agreement before beginning the bidding process. • Applicants may have only have one active SHPO HRF grant at a time. Existing grants must be closed before a new application can be submitted.

<p>Crowdfunding</p>	<p>Crowdfunding is the use of small amounts of capital from a large number of individuals to finance a new business venture. Crowdfunding makes use of the easy accessibility of vast networks of people through social media and crowdfunding websites to bring investors and entrepreneurs together, with the potential to increase entrepreneurship by expanding the pool of investors beyond the traditional circle of owners, relatives, and venture capitalists.</p>
<p>Community Foundation of Middlesex County Competitive Grants</p>	<p>Competitive Grants are awarded to 501(c)(3) nonprofit organizations and 170(c)(1) governmental units (such as libraries, schools, and town social service divisions) serving Middlesex County (CT) towns. Grant proposals should address a need within identified Focus Areas and demonstrate a positive impact on the organization, project, community or persons served.</p> <p>While some variation is possible because of funds available for grant making, the Areas of Need / Impact are:</p> <ul style="list-style-type: none"> • Community Enrichment (Arts/Culture/History) • Community Health (Health/Medical/Hospital Care) • Economic Security/Economic Opportunity • Economic Development • Education (Community Wide/Schools) • Public / Social Benefit (Civic Improvement/ Social Services) • Environment/Animal Welfare and Protection • Recreation • Women and Girls • At-risk Boys & Young Men • Seniors and Veterans
<p>Public Purpose Bond</p>	<p>A public purpose bond is a specific kind of municipal bond that funds a public project. They finance public work projects that do not attract private investment or produce revenue. These bonds are generally employed to fund such projects as road construction and maintenance, libraries, swimming pools, and other municipal facilities.</p> <p>Public purpose bonds are exempt from federal income taxes and were first defined by the Tax Reform Act of 1986 which requires the categorization as either public purpose or private purpose bonds. In order to issue a public purpose bond, a municipality must be able to tax its residents, plus have the ability to exert eminent domain or police power.</p>
<p>Tax Increment Financing</p>	<p>A financing method used to catalyze economic development. It allows future property tax revenues from development project to be dedicated and utilized to support the project and related economic development.</p> <p>Property tax benefits from project used to help finance infrastructure enhancements related to / required for project development and/or project costs.</p> <p>TIF can be utilized to support public and private development costs.</p>

Attachment 6:

Regulatory Feasibility Considerations

1. ZONING REGULATIONS

The schoolhouse property is zoned R-2 – Single Family Residential. The purpose of this zone according to the Town of East Hampton’s zoning regulations is as follows:

The purpose of this zone is to provide primarily for single family residential uses in those areas of the Town which have been predominately developed with single family dwellings and to provide a transition of density between those areas which shall remain rural in nature, due to environmental and topographical concerns (R-3 and R-4) and those areas more densely settled (R-1 Zone).

USES PERMITTED AS-OF-RIGHT

The following uses are permitted in the R-2 Zone as of right:

1. Detached Single family dwellings
2. Accessory uses and buildings incidental and subordinate to a permitted residential buildings shall comply with Section 8.3.I
3. Keeping of domestic livestock in accordance with Section 8.4.C
4. Parking in accordance with Section 7.1
5. Signs in accordance with Section 7.2
6. Agricultural uses as defined in Section 8.4.C
7. Temporary Health Care Structure in accordance with Section 4.6.D and Public Act 17-155.

USES PERMITTED WITH SITE PLAN REVIEW

The following uses are permitted in the R-2 Zone following site plan review as described in Section 9.1:

1. Buildings used for the storing, processing and manufacture of site grown agricultural products and livestock as an accessory use of a farm.
2. Buildings used for the storage of farm equipment and motor vehicles, when such equipment and vehicles are used in connection with the operation of such a farm.

USES PERMITTED WITH SPECIAL PERMIT

The following are Special Permit uses, permitted in the R-2 Zone only when specifically approved by the Planning and Zoning Commission in accordance with the provisions of Section 9.2:

1. Uses providing essential community services including, but not limited to the following:
 - a. Fire or Police stations or other Municipal buildings
 - b. Public Utility buildings, structures or utility substations
 - c. Public and Parochial schools
 - d. Parks, playgrounds or public recreations areas
 - e. Libraries, churches, museums or auditoriums
 - f. Cemeteries and their extensions

g. Hospitals.

2. Roadside stands for the seasonal sale of farm produce and products grown or produced on the parcel on which they stand. Such stands shall be located no closer than fifty (50') feet from any street or lot line.
3. Commercial recreation as defined and described in Section 8.4.F
4. Veterinary Clinics in accordance with Section 8.4.N.

Commercial recreation is further described in Section 8.4.F of the Town's zoning code as:

Commercial recreation, as described in this Section, and where permitted by Articles 3 thru 6 of these Regulations shall be by Special Permit only, in accordance with Sections 9.1 and 9.2 (Site Plan Requirements and Special Permit Requirements) and in compliance with the following provisions.

1. Permitted uses³ -

- a. Outdoor athletic activities, including facilities for skating, skiing, sledding, swimming, and racquet sports.
- b. A golf course, of not less than nine (9) holes as a principal recreational use, and a par three (3) golf course or putting greens and driving range as accessory to a major recreational facility, but expressly prohibiting miniature golf, putting greens and driving ranges as a principal use.
- c. Riding academy or hunt club as a principal use and the keeping and boarding of horses for riding, instruction, and exhibition.
- d. Outdoor picnic facilities, including barbecue pits and outdoor fireplaces, and as accessory use to a major recreational facility.
- e. Social and recreational facilities for dining and dancing, including banquet, meeting, receptions, assemblies and entertainment, provided such activities are accessory to and a part of an indoor/outdoor recreational enterprise.
- f. Lodge, or inn furnishing lodgings and/or meals to transients as accessory to a recreational use, but not as a principal use, provided that no living accommodations shall include cooking facilities.
- g. Activities similar to those listed above that are commonly provided by such organizations as day camps, swimming and tennis clubs and other recreational enterprises and that are listed in the application and on the site plan may be approved by the Planning and Zoning Commission subject to such additional safeguards as the Commission may require.
- h. Rental of camp sites subject to the following: (omitted for this report)
- i. Places of worship and parochial schools

³ Note that special provisions apply per the Town's zoning code

2. ALIGNMENT WITH CONCEPTS AND DISCUSSION

COMMUNITY/RECREATION CENTER

The Community/Recreation Center Reuse concept would be a permitted use for the property, but would likely require a special use permit.

The minimum requirements for a special use permit include:

- a. A site plan in compliance with Section 9.1 and all other relevant regulations.
- b. All approvals of local agencies, as required.
- c. Application and submittal of all fees in accordance with the requirements of the Commission and as administered by the Planning, Zoning and Building Department.
- d. All materials necessary to demonstrate the following:
 1. The proposed use or development can be demonstrated to have a distinct benefit to the Town.
 2. The proposed use or development shall have no negative impacts, such as the concerns referenced in Section 9.2.A, on neighboring properties.
 3. The proposed use or development represents an appropriate use particularly suited to the property in question.
 4. The proposed use or development represents the least impact reasonable to the environment upon the site and those areas likely to be affected by such use, during or after construction and/or development.
 5. The proposed use or development is consistent with the Plan of Development as adopted by the Commission.
 6. The proposed use or development significantly and specifically advances the purposes, as applicable, of these Regulations, as described in Section 1.2.
 7. The Hours of Operation, if applicable, shall be reviewed and deemed appropriate for both the proposed use and the neighboring properties (Effective 12-01-2015).
 8. The terms "Seasonal", "Daytime Hours", and "Evening Hours" of Operation shall be specifically defined by the Commission during the Special Permit application process (Effective 12-01-2015).

A public hearing is also required.

Based on discussions with Town staff, it is expected that neighborhood resistance may be possible with traffic expected by Town staff to be the most significant issue affecting approval of a special permit.

PRIVATE/PAROCHIAL SCHOOL

A school reuse of the property will be easier from a regulatory perspective. Town staff indicate that it would likely be seen as a continuation of use and would only require site plan review by the Town.

Site plan review by the town will examine the following:

- Site sensitivity
- Architecture
- Site access and parking
- Signage and site lighting
- Utilities

Detailed plans are required to be submitted. The Commission reserves the right to hold a public hearing on the site plan.

BOUTIQUE LODGING

A boutique hotel reuse would likely be prohibited unless it were owner-occupied. In this case, it would potentially be considered a Bed and Breakfast, which would make it eligible for a Special Permit. Without an owner-occupant, the boutique hotel would be considered a "Country Inn," which is not an allowable use in a residential zone.



FUNDING SOURCES AVAILABLE FOR REHABILITATING THE MIDDLE HADDAM SCHOOL

GRANTS

For planning and engineering:

1) **Survey and Planning Grant** (SHPO) - \$20,000 non-matching (available to municipality and 501c3). For pre-construction projects such as conditions assessments, feasibility studies, architectural drawings, etc.

For "bricks and mortar" work:

1) **Historic Preservation Fund Grant** (SHPO) - \$200,000 matching (available to municipality and 501c3). This grant can be applied for successively.

2) **Small Town Economic Assistance Grant** (STEAP) - \$500,000, non-matching (Office of Policy and Management – OPM). The project would need approval from the East Hampton Town Council to qualify for STEAP funding.

3) 501c3 organizations are eligible for the **1772 Foundation Grant** (Ct. Trust) - \$10,000 matching. For projects such as painting, masonry re-pointing, security systems, etc.)

4) **Save America's Treasures Program** – National Parks Service (National Register only) – available to 501c3 or municipality - \$125,000 - \$750,000 (matching, but in-kind match is eligible).

SAT grants provide preservation and/or conservation assistance to nationally significant historic properties and collections. Grants are awarded through a competitive process and require a dollar-for-dollar, non-Federal match, which can be cash or documented in-kind. SAT funds can be used as a match for the Historic Preservation Fund (or other) grants. The historic property must be threatened or endangered, and the application must document the urgent preservation and/or conservation need.

5) **Community Foundation of Middlesex County Competitive Grants:** \$5,000 non-matching. Awarded to 501(c)(3) nonprofit organizations and 170(c)(1) governmental units (such as libraries, schools, and town social service divisions) serving Middlesex County (CT) towns. Grant proposals should address a need within identified Focus Areas and demonstrate a positive impact on the organization, project, community or persons served.

TAX CREDITS (available to a municipality, 501c3 organizations and for-profit developers. Project to be completed within 5 years from initial allocation (state) or approval (federal)).

State 25% and 30% Tax Credits (State Register and National Register)

Developers (municipalities, non-profits and for-profit) are eligible for the **State Historic Rehabilitation Tax Credit** (SHPO), which is transferrable. Tax credits are equal to 25% of the total rehab cost for the building (hard construction costs only), with a maximum credit of \$4.5M per project. The transfer of tax credits is a simple process - Eversource and other large companies desire them and will usually purchase them very close to par (95-100 cents on the dollar).

If the building will be used for affordable housing (20% of units) then the tax credits would be equal to 30% of the total rehabilitation cost for the building.

Federal 20% Tax Credit (National Register)

A 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures." The State Historic Preservation Offices and the National Park Service review the rehabilitation work to ensure that it complies with the Secretary's Standards for Rehabilitation. The Internal Revenue Service defines qualified rehabilitation expenses on which the credit may be taken. Owner-occupied residential properties do not qualify for the federal rehabilitation tax credit.

If a developer owns the Middle Haddam School building and the town leases it, then the property would be considered "income producing" and could qualify. The federal credit is not transferable and flows only to the equity partners (owners). Because of regulatory requirements, the federal tax credit generally makes the most sense for projects have qualified rehab costs of \$10 million or more.

State Historic Homes Rehabilitation Tax Credit Program (State Register and National Register) - provides a 30% tax credit of up to \$30,000 for historic restoration and rehabilitation of one to four unit historic homes.

The program is open to historic homeowners and non-profit housing corporations who meet the following criteria:

- Own a historic home that is listed on the State or National Register of Historic Places, either individually or as a contributing resource to a district.
- Own a historic home with 1 to 4 residential units.

Live in the historic home as a primary residence.
Pay taxes in the state of CT.

LOW INTEREST LOAN

The Revolving Loan Fund (Ct. Trust) is a source of bridge financing. Since grants and tax credits are not monetized until the completion of the project, a low-interest loan from RLF can help to carry the construction costs.

PRESERVATION EASEMENT (would benefit for-profit developers)

A preservation easement is a legal mechanism that guarantees that the special qualities of an historic building will not be lost in the future through neglect or insensitive alteration. The easement runs with the land and is binding on both the owner who grants it as well as on all subsequent owners, in perpetuity.

The gift of an easement is considered a charitable donation and, because preservation easements convey a public benefit by protecting the nation's historic resources, the federal government offers income tax incentives to qualified donors. If the donation is determined to reduce the value of the property, the amount of the deduction is **equal** to the value of the preservation easement. In addition, the easement may also reduce federal estate taxes that would otherwise be payable at the donor's death.

PUBLIC PURPOSE BOND

A specific municipal bond that funds a public project. They finance public work projects that do not attract private investment or produce revenue. These bonds are generally employed to fund such projects as road construction and maintenance, libraries, swimming pools, and other municipal facilities. The bonds are exempt from federal income taxes.

TAX INCREMENT FINANCING

A financing method used to catalyze economic development. It allows future property tax revenues from development projects to be dedicated and utilized to support the project and related economic development. Property tax benefits are used to help finance infrastructure enhancements related to/required for project development and/or project costs. TIF can be utilized to support public and private development costs.

Funding Contact Details

Connecticut Trust for Historic Preservation

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United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form*. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

1. Name of Property

Historic name: Middle Haddam School

Other names/site number: _____

Name of related multiple property listing:
N/A

(Enter "N/A" if property is not part of a multiple property listing)

2. Location

Street & number: 12 Schoolhouse Lane

City or town: East Hampton State: CT County: Middlesex

Not For Publication: Vicinity:

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this ___ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property ___ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

___ national ___ statewide ___ local

Applicable National Register Criteria:

___ A ___ B ___ C ___ D

<p>_____ Signature of certifying official/Title:</p> <p>_____ State or Federal agency/bureau or Tribal Government</p>	<p>_____ Date</p>
<p>In my opinion, the property ___ meets ___ does not meet the National Register criteria.</p>	
<p>_____ Signature of commenting official:</p> <p>_____ Title :</p>	<p>_____ Date</p> <p>_____ State or Federal agency/bureau or Tribal Government</p>

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4. National Park Service Certification

I hereby certify that this property is:

- entered in the National Register
- determined eligible for the National Register
- determined not eligible for the National Register
- removed from the National Register
- other (explain:) _____

Signature of the Keeper

Date of Action

5. Classification

Ownership of Property

(Check as many boxes as apply.)

- Private:
- Public – Local
- Public – State
- Public – Federal

Category of Property

(Check only **one** box.)

- Building(s)
- District
- Site
- Structure
- Object

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Number of Resources within Property

(Do not include previously listed resources in the count)

Contributing	Noncontributing	
<u>1</u>	<u> </u>	buildings
<u> </u>	<u> </u>	sites
<u> </u>	<u> </u>	structures
<u> </u>	<u> </u>	objects
<u>1</u>	<u>0</u>	Total

Number of contributing resources previously listed in the National Register 0

6. Function or Use

Historic Functions

(Enter categories from instructions.)

EDUCATION: school

Current Functions

(Enter categories from instructions.)

VACANT/NOT IN USE

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7. Description

Architectural Classification

(Enter categories from instructions.)

20th CENTURY REVIVALS/Georgian Revival

Materials: (enter categories from instructions.)

Principal exterior materials of the property: BRICK, CONCRETE: concrete and cast stone, ASPHALT

Narrative Description

(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with a **summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

Summary Paragraph

The Middle Haddam School is a simple, one-story, masonry building designed in the Georgian Revival style by the Hartford architectural firm of Haynes & Mason and completed in 1931 as the first consolidated school in the village of Middle Haddam, located within the Town of East Hampton, Connecticut. It consists of two sections with raised basements, including the nearly square, hip-roofed original block (1931) and a flat-roofed, rectangular rear (north) addition constructed in 1949. The addition is completed in a similar style to the original section and is not visible from the façade. The school has a rural setting characterized by adjacent forest, fields, and farmland. The property retains its original location, setting, and majority of its historic design and materials.

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Narrative Description

Setting

The Middle Haddam School is located at the center of the small residential community of Middle Haddam, a village in the southwest corner of East Hampton, Connecticut, set on the eastern bank of the Connecticut River (Figures 1 and 2). The building is part of the Middle Haddam Local Historic District, established in 1977 (Figure 3), and is therefore listed on the Connecticut State Register of Historic Places. It is also adjacent to the Middle Haddam National Register Historic District, which was listed in 1984, notable for its eighteenth through late-nineteenth century architecture and maritime associations. The school was excluded from this National Register district because it represents a different period of significance.

While located within a densely populated village, the setting of this country school is rural and bucolic. It is positioned on a sunny hill, facing south, in the center of a dry, level, 2.22-acre lot, surrounded by fields (Photograph 1). It is bordered by woodland to the west and north. The property's eastern boundary abuts a flat grassy parcel, the site of a former municipal tennis court. To the south it overlooks a historic working horse farm that contributes to the National Register Historic District, with its rolling pastures, brook, cut granite fence posts, and field stone walls (Photograph 2).

The school building is set back 90 feet from Schoolhouse Lane. A 5-foot-wide concrete walkway extends north from the road to a central entrance on the façade and continues around the west side of the building (Photograph 3). Approximately 1.5 acres of the lot were originally used as school recreational space and retain landscape features from the period of significance. These include granite ledge, maple shade trees, towering evergreens, and a sledding hill. Playground equipment is not extant.¹ A flag pole, once located in front of school to the south, is not extant.² The east side of the property, the driveway, is bordered by a fieldstone and concrete retaining wall (Photograph 4).

Exterior

The Middle Haddam School is a modest Georgian Revival-style, load-bearing masonry building, constructed of brick and concrete. It has an overall rectangular footprint that measures approximately 100 feet long by 58 feet wide; the 1931 section of the school comprises the southern 60 feet. Both sections of the building have an asphalt-clad roof, brick exterior, and concrete foundation. The 1949 addition is obscured behind the original 1931 section, when

¹ Playground equipment purchased and installed in 1949, included a six swing outfit with rubber safety seats, 16-foot slide with stainless steel bedway and metal side rails, and a merry-go-round. "Middle Haddam School Addition Given Green Light; Cost Is \$63,318." *The East Hampton News*. 12 August 1949: 1.

² Building Inspection Report (Middle Haddam School), September 16th, 1931.

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viewing the building's façade (south elevation). Throughout the building, the basement is partially above grade (and is referred to below as the ground floor).

The 1931 original school has a square shape with a pyramidal, hipped roof surmounted by a louvered wood cupola that was originally flashed with copper (Photograph 5). Decorative flat panels in pairs form the base of the cupola. The exterior walls of the building are comprised of brick laid in a Flemish bond pattern with one header brick to several stretchers. The pattern is punctuated with "flare headers" – bricks having a darker end exposed in patterned brickwork (Photograph 6). A horizontal "soldier band" of brick bisects the entire building on all elevations, demarcating the ground floor from the first floor and creating architectural interest (Photograph 7).

The façade (south elevation) features the most Georgian Revival-style detailing (Photograph 8). The front entrance is housed within a central, projecting, enclosed portico topped with a full gable pediment. The tympanum is brick and the wood entablature and raking cornices are decorated with modillions. The entablature is painted white. Brick quoining on the east and west corners of the portico add architectural interest. Blank horizontal panels are symmetrically placed on either side of the portico, for visual balance. A tall central arched opening is bordered by a brick soldier-course and stretches nearly to the entablature on the façade. The arch has a shallow recess ornamented by flat wood panels and moldings (Photograph 9). The main entrance is set into this recess and contains a 6-foot-wide double door comprised of a metal frame and a single glass pane in each panel. These doors replaced the original wood double doors with flat panels set into their base and six lights in each window above (Figure 4). This door is topped by a high arched window, with decorative interlaced muntins, which allows light into the staircase and hallway within (Photograph 10). The Georgian stylistic influence is also seen in the use of a decorative cast stone scrolled keystone projecting from the top of the arch (Photograph 11). A rectangular colonial-style glass lantern hangs from the top of the archway, which once illuminated the cut granite step and landing.

Each side (east and west) elevation has two bands of five large, 12-over-12-light, double-hung wood sash windows with projecting cast stone sills (Photographs 12 and 13). The ground floor features smaller windows, which are also double hung, and set directly under the banks of five. On the east elevation these windows are grouped as follows (from south to north): single, triple, double, double. On the façade there are two, single 8-over-8-light double-hung windows flanking the central doorway (Photograph 8). On the west elevation, the five individual basement windows are larger than on the east. They have 8-over-8 double-hung sash and are symmetrically spaced. A doorway that was originally covered by a bracketed porch (not extant)³ exists on the ground floor of the west elevation and retains its original brass door pull (Photograph 14).

The 1949 addition is attached to the north (rear) elevation of the original school building. It has similar styling as the 1931 section of the building, but is distinguishable from it by its flat roof, visible demarcation line between the buildings (Photograph 15), and fenestration. The flat roof is trimmed with lead flashing. The original north exterior wall is extant within the building and the

³ Building Inspection Report, September 16th, 1931.

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former north entrance now functions as an interior door. A brick chimney that was previously on the exterior north elevation of the original structure was also incorporated.

A secondary entrance to the school is located on the east elevation of the addition, near its junction with the original building. Georgian Revival-style detail is evident in the door frame's broken pediment, urn finial, and entablature supported by pilasters flanking a glazed, 6-foot-wide wood double door, each with a lower flat panel and 6 lights above (Photograph 16). Immediately surmounting the doorway is a 7-light transom window, with a larger 14-light rectangular transom window above, which allowed light into an interior stairwell.

Fenestration on the addition is less symmetrical than that on the original block. The east elevation features the same bands of 12-over-12 double-hung windows as the 1931 building (Photograph 17). On the north elevation window placement is freer, with one bank of three 12-over-12 double-hung windows; a single, narrow 4-over-4 double-hung window to the west of it, then a band of five 12-over-12 double-hung windows (Photograph 18). The basement story has five evenly spaced 8-over-8 double-hung windows on the north (rear) elevation to illuminate a gym/auditorium on the interior. There is also a 3-foot-wide doorway leading from a recessed stairwell to this space. The west elevation of the addition (from north to south) has a bank of three 12-over-12 double-hung windows, two narrow 4-over-4 windows not placed symmetrically, and a single 12-over-12 double-hung window (Photograph 19). Beneath, on the ground floor, are three 8-over-8 double-hung windows and a 4-over-4 window. A utilitarian door on the west elevation provides access to the ground floor.

Interior

The interior of the building contains a total of 12,672 square feet and twelve rooms. The 1931 block is divided into two levels, with the first floor above grade. The plan of the first floor consists of classrooms on both sides of an 8-foot-wide central corridor that runs the length of the building, with a total of four classrooms, each 12 feet deep by 30 feet long by 24-feet-6-inches wide (2-feet-7-inches of this space along the corridor wall of each classroom is comprised of a built-in wardrobe, air shaft and cupboard) (Figure 5). The wall separating the two classrooms on the east side of the building could be removed to create a large assembly hall (Photograph 20).

The lower level, partially below grade, is comprised of a large, 49-foot-long by 58-foot-wide room that served as the school kitchen and cafeteria, with an extant serving counter. Within this space, there is a smaller 17-foot-long by 25-foot-wide utility room that contains the original vapor-steam oil furnace, with a concrete ceiling over the heating plant and draft pipes (Figure 6).⁴ This room also features an extant workbench. The girls' and boys' lavatories, each measuring 12 feet long by 21 feet wide are located in the southwest and southeast corners of the ground floor, respectively.

Both floors of the school are accessed from an interior staircase at the southern end of the corridor, featuring a wide central ascending flight to the first floor flanked by two descending flights to the lower level. The balustrade, cased in wainscot with a square newel post, is

⁴ Building Inspection Report (Middle Haddam School), September 16, 1931.

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constructed of maple and finished with the same dark varnish stain found on the rest of the original interior woodwork that has not been painted (Photographs 21 and 22).

The first floor framing consists of 3-inch by 12-inch wood joists set 8 inches on center, with floor boards laid on the diagonal (Photograph 23). Ceiling joists are also set 8 inches apart on center (Photograph 24). Roof framing is similarly substantial (Photograph 25). Virtually all framing members are intact and in fine condition. The interior surfaces of the exterior walls are faced with structural terra cotta blocks that have been overlaid with plaster (Photograph 26). Interior walls are comprised of wood studs and wire lath, also overlaid with plaster. The ceilings are similarly constructed of joists and wire lath that have been plastered. The paint color on the walls is cream to reflect light, per the recommendations of inspectors in September of 1931, with ceilings a shade lighter.⁵ Contrasting trim is painted a seafoam green.

The bank of five windows in each of the four classrooms is flush with the ceiling, with 10" of space between each window (Photograph 27). Some windows retain opaque mid-window shades that roll up or down (Photograph 28). The ratio of glazing to floor area for each classroom is 21 percent. The windows and an airshaft provide ventilation. The classroom doorways are topped with large, hinged 9-pane transom windows that open into the central corridor as casements, providing light and ventilation to the hallway (Photograph 29). Electric lights hung in each classroom and in the stairwell; with some original light fixtures remain in the building (Photograph 30).

Blackboards are placed 26, 28, 32, and 36 inches from the floor in each respective classroom. They range between 102 to 140 square feet in area and are surrounded by flat wood moldings (Photograph 31). The slate writing surfaces are no longer extant, but some retain their original wooden molded chalk trays (Photograph 32). Original built-ins in the classrooms consist of glass-fronted book shelves with drawers and storage cabinets beneath (Photograph 33), and open coat cupboards framed with flat wood moldings (Photograph 34). The coat cupboards measure 2-feet, 7-inches deep. Solid maple strip flooring is used throughout the original block.

The layout of the 1949 addition is similar to the earlier portion of the building on the first floor with a continuation of the central hallway, leading through a cased opening with 14-light transom above (Photograph 35), to two classrooms to the east and west (each 31-feet-6-inches by 29 feet) (Figure 7). Transoms above the classroom doors consist of 6-light hopper wood sash (Photograph 36). A small water closet is incorporated into each of the new classrooms, which served the Kindergarten. A double run staircase extends from the east entrance to the first floor. At the top of the stairway is a 6-foot-wide glazed double door comprised of a pair of 3-foot wood doors with flat base panels and six lights each, topped with a 14-light transom window (Photograph 37). Across the hall to the west is a former teacher's room with lavatory (Photograph 38). The staircase descends into the gymnasium/auditorium (measuring 58-feet by 30 feet) (Photograph 39, Figure 8), which is excavated 3 feet deeper than the ground floor of the original 1931 block, to permit a higher gymnasium ceiling for ball sports. The wood stage to the east is not extant, but a basketball hoop and some light fixtures remain (Photograph 40).

⁵ Ibid.

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The 1949 addition is constructed of steel I-beams, reinforced concrete joists and concrete decking. Cinderblock faces the interior of the exterior brick walls. Interior finishes include carpeting that covers the concrete floors, where extant, and dropped acoustical tile ceilings.

Integrity

The Middle Haddam School remains on its original site within its historic rural setting. It has been abandoned since 1980 and was abated of hazardous materials in 1981, but retains the majority of its historic design and materials. The massing and simple classical design of the exterior are original. The structural members of the building are intact, with no settlement or cracking visible. On the interior, some deterioration has occurred to the plasterwork, window sash, and flooring, but damage is not structural in nature. Most historic features remain, with the exception of stair treads on the south staircase. Copper gutters, flashing, brass hardware and other metal has been removed from both the exterior and interior, and graffiti artists have defaced some of the interior surfaces. All significant character-defining exterior and interior features remain in situ – including, notably, the delicate arched window over the entryway on the façade. The building retains its feeling and association as an early twentieth century rural consolidated school.

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8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A. Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B. Property is associated with the lives of persons significant in our past.
- C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D. Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "x" in all the boxes that apply.)

- A. Owned by a religious institution or used for religious purposes
- B. Removed from its original location
- C. A birthplace or grave
- D. A cemetery
- E. A reconstructed building, object, or structure
- F. A commemorative property
- G. Less than 50 years old or achieving significance within the past 50 years

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Areas of Significance

(Enter categories from instructions.)

EDUCATION
ARCHITECTURE

Period of Significance

1931-1953

Significant Dates

1931 – Completion of original school building

1949 – Construction of addition

Significant Person

(Complete only if Criterion B is marked above.)

N/A

Cultural Affiliation

N/A

Architect/Builder

Haynes & Mason (Architect 1931)

Sellew, Thomas H. (Builder 1931)

Lamb, Guy Francis (Architect 1949)

Mazzotta, Carmelo (Builder 1949)

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Statement of Significance Summary Paragraph (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

The Middle Haddam School building is significant at the local level under Criteria A and C in the categories of Education and Architecture. It derives its primary significance under Criterion A for its association with the national movement of rural schools from one-room schoolhouses to consolidated schools in the first part of the twentieth century. The development of motorized school buses in the 1920's made transporting students longer distances possible, and one-room schools were soon consolidated in most portions of the United States into multiple classroom schools where classes could be held separately for various grade levels, thereby obviating the need for one-room schoolhouses, which were difficult and costly to staff and maintain. The building meets Criterion C as a notable local example of the rural consolidated school property type by embodying the specifications set forth for an ideal "healthful" consolidated school, associated with the new philosophy of learning that focused on segregating age groups and academic ability, character education, physical fitness and extracurricular activities.

The period of significance extends from 1931, when the building was constructed, through 1953 when overcrowding due to post-World War II population growth, and a corresponding district-wide re-organization, resulted in the construction of Memorial School in the Town of East Hampton. The latter school did not conform architecturally to the consolidated model and was purpose-built for select lower grades. From this point, Middle Haddam School began to lose students to the more centrally located Memorial School. Decreased enrollment, coupled with changed educational philosophies resulted in the Middle Haddam serving fewer and fewer grades until 1980 when it operated for Kindergarten alone, closing that same year.

Narrative Statement of Significance (Provide at least **one** paragraph for each area of significance.)

HISTORY AND SIGNIFICANCE

Criterion A: Education

The National School Consolidation Movement

The Middle Haddam School is significant under Criterion A for its association with the national movement in rural areas to consolidated schools from one-room schoolhouses in the 1920's and 30's. Historian Andrew Gulliford observed that for almost 250 years the country school was the backbone of American education. As late as 1913, one-half of the school children in the United States were enrolled in the country's 212,000 one-room schools" (Gulliford 1984: 35). By 1931, the number of active one-room schoolhouses had been reduced to 143,391; by 1958 there were but 25,341, and by the mid-1960's they were virtually eliminated (Hardaway 1994: 74).

Part of the impetus for school consolidation came from the federal government. In 1908, President Theodore Roosevelt formed the National Commission on Country Life to find

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solutions for rural problems, including “the rural school problem.” A definitive report was released in 1909 that detailed deficiencies in the condition of country schools, asserted that they were “in a state of arrested development,” and implored: “The school must be fundamentally redirected, until it becomes a new kind of institution” (Monahan 1914: 53). This report spurred nationwide interest in rural education reform during the first half of the twentieth century, and a commitment to achieving a certain modernity, an emphasis that waned in the second half of that century when modernity was believed to have been more or less achieved (Biddle 2016: 298-325).

Early education reformers largely concurred that a myriad of “rural school problems” would be resolved by consolidating country schools into centralized institutions, overseen by a qualified administration.⁶ School consolidation would be cost effective in that multiple smaller district schools were more expensive to maintain and staff than a single graded consolidated school. A centralized school also resolved the “scattering of effort resulting from many teachers endeavoring to do for many small classes what a few teachers can do for a few larger classes” (Fought 1917: 304). On a practical level, the “motorized carriage,” or school bus, and paving of roads in the 1920’s, facilitated consolidation by allowing students to travel longer distances in shorter amounts of time, thereby decreasing the need for multiple one-room schools built in demarcated districts throughout a town.

A common argument made in favor of consolidation is that the school type was more efficient in securing educational results (Bobbitt 1911). This was attributed to the greater variety of learning opportunities that could be offered in a larger school facility, such as manual training, domestic science, elementary agriculture, nature-study, drawing and music. Further, the consolidated schools were shown to offer a better stepping-stone to high school. The school type also emphasized a social education that comes from belonging to a larger school community and participating in assemblies, newsletters, clubs and student government. Other desirable results from a consolidated school education, noted by Bobbitt (1911), include: (1) a greater number of pupils held through the eighth grade; (2) a greater number directed into the rural high school; (3) improved health conditions to pupils, due to more sanitary buildings and equipment and better opportunities for efficient medical inspection.

It was generally agreed upon by education reformers that new consolidated school buildings should be hygienic, fire safe, with modern equipment, segregated by age and ability, with graded courses of study (Fought 1917:16). Teaching should be visual, direct, applicable, and particular care should be taken in areas of health, sanitation and morality (Monahan, 1914). Essentially, the post-World War I school became a training ground for citizenship – with a focus on teaching civic ideals and duties, physical fitness, life skills and economics. Art, music and extra-curricular activities were encouraged in the pursuit of a well-rounded student.

⁶ This was facilitated by the Connecticut Act of 1903, which provided that: Larger towns may elect a superintendent of schools; two or more towns may unite to form a supervision district; the superintendent must have had at least five years’ successful experience as a teacher or superintendent, or hold a certificate of approval from the state board of education.

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The Town of East Hampton was an early proponent of this national trajectory, incorporating the new educational philosophy and establishing its first consolidated school, Center School, in September 1913 to teach grades one through eight.⁷ The Village of Middle Haddam followed suit with the second (and last) consolidated school in 1931, which also taught grades one through eight, and completed the process of consolidation for the town of East Hampton in that all of its school districts had been assimilated (Figure 9).

The Local School Consolidation Movement

A commitment to education was part of the culture of Middle Haddam since its founding as an ecclesiastical society in 1739. The society made early arrangement for the support of schools, and a committee was appointed from year to year to take charge of educational matters.⁸ Middle Haddam had three school districts throughout the eighteenth and nineteenth centuries - Northwest School located at “the landing” in the Northwest District, Center School located at the north end of Hog Hill in the Middle District, and Pine Brook School located at the top of what is now Hurd Park Road in the Pine Brook District. The Northwest School (62 Middle Haddam Road) was the largest, most solidly built, and serviced the most students (Figure 10).

Funding the schools was a challenge for the community and each year the committee convened to ask the question: “Shall there be a school?” The buildings needed to be maintained, the teacher needed to be boarded and paid, wood needed to be provided for fuel. Sometimes funds ran out during the school term, as they did for Middle Haddam in 1897, and in May of that year it was voted by the board of selectmen to appropriate \$91 to the Northwest District for the completion of the thirty-six weeks of school required by law.⁹ The proliferation of the automobile in the early twentieth century made combining schools a viable and economically sensible option for the Town. Thus, in an attempt to curtail unnecessary expense, it was decided in early 1922 that Middle Haddam students would be bussed to Center School in East Hampton, the town’s only consolidated school at that time.¹⁰

The Northwest School was officially closed by a close vote of the school board, which was evidently an unpopular decision. It was reported on October 20, 1922 that Middle Haddam parents and taxpayers would not allow their children to attend the East Hampton school that fall because they claimed the distance was too great and no shelter was provided in which the children could wait for the school bus, which would transport them the roughly 3 miles to East Hampton.

The pressure put on the town officials was eventually effective and in 1930 construction of a new consolidated school in Middle Haddam, at a cost not to exceed \$30,000, was voted upon at a special town meeting (June 11th, 1930).¹¹ The building would take the place of the three schools

⁷ The consolidated Center Grammar School took the place of North Center, Clark Hill, Tartia, Flanders and Chestnut Hill Schools (“East Hampton.” *The Hartford Courant*. 8 September 1913: 15).

⁸ In 1741 the town voted to divide into 3 school districts, the Eastern part including the present Middle Haddam and East Hampton, and the Northern part toward Glastonbury (Beers 1874:508).

⁹ “East Hampton.” *The Hartford Courant*. 7 May 1897: 10.

¹⁰ “Three Miles to School Too Far for Pupils.” *The Hartford Courant*, 19 October 1922: 2.

¹¹ “Middle Haddam to Have New \$30,000 School.” *The Hartford Courant*, 12 June 1930: 17.

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outlined above. Land for the building was sold to the town by Judge N.B.A Carrier for the nominal sum of \$1. Judge Carrier, E.J. Rich, Mrs. Ethel Butler, Merton Weir and A.F. Collins were named a committee to choose an architect and oversee plans.

The committee chose the architectural firm of Haynes & Mason, of Hartford, Connecticut, to design the new consolidated Middle Haddam School building. S. Wesley Haynes had partnered with Harold E. Mason in 1921 to form Haynes & Mason, with an office at 410 Asylum Street listed in the Hartford City Directory for 1930, the year construction of the Middle Haddam School began. Haynes & Mason primarily designed public buildings (especially schools) in the Colonial Revival style across New England, several of which have been listed on the National Register of Historic Places.¹²

The contractor was Thomas H. Sellew, a civil engineer and builder from East Hampton, Connecticut, who was associated with Towner & Sellew of Middletown, Connecticut. Towner & Sellew designed and constructed Middletown, Connecticut's, Eckersley Hall School, completed in 1929, which is remarkably similar to Middle Haddam School in its massing, style, and materials used, and is listed on the State Register of Historic Places (Figure 11). The firm also designed Middletown, Connecticut's, Woodrow Wilson High School (1930-1), which is listed on the National Register of Historic Places.

The Middle Haddam School project was overseen locally by Mrs. Casper Barton, Chairman and Chas. E. Rorkelson, Secretary, of the Board of Education. The Supervisor was Superintendent, Mr. Edwin I. Arthur.

Following the national trend for an education that emphasized civics and character development, East Hampton endeavored to create a modern, sanitary, and spacious learning environment in its new consolidated school. The Annual Report for the Town of East Hampton (1930) reported: "A building project now under headway in Middle Haddam will make it possible to close certain one-room schools. The new building, highly fire resisting, will have four standard class rooms, a play room for both boys and girls, and a field of adequate size for group games and supervised outdoor activities."¹³ Students were placed in age and ability-segregated classrooms based on intelligence and achievement tests that had been used to place soldiers in World War I. Character education was also stressed in the school system with the teaching of "manners and morals," and a "civic education" was prescribed that would "provide a general education along physical, social and economic lines."¹⁴ Extracurricular activities were encouraged – such as Student Government, Glee Club, Drawing, Dramatics, Journalism, Dancing, Orchestra, and Athletics.¹⁵

¹² Teaticket School, Falmouth, Massachusetts, listed individually on 7 November 2017; Groton High School, Groton, Massachusetts, listed individually on 19 January 2010; and Shepardson School, Middlebury, Connecticut, listed as a contributing resource to a National Register District on 9 May 1985.

¹³ "Annual Reports of the Town of East Hampton for the Year Ending August 31, 1930." Portland, CT: Middlesex County Printery, 1930.

¹⁴ "33 Subjects Planned For New School: Five General Courses Of Study Are Arranged." *The East Hampton News*. 26 May 1939: 1.

¹⁵ "Annual Reports of the Town of East Hampton for the Year Ending September 1, 1931." Portland, CT: Middlesex County Printery, 1931.

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In addition, all students were given a well-rounded course in physical education and safety education.

Like the one-room schoolhouse that came before it, the rural consolidated school continued to serve multiple functions at the center of community life, as a meeting place for local residents, a venue for activities and performances, and a symbol of civic pride. Country schools, such as Middle Haddam, were a venue for literaries and debates, the site of political events, and served as polling places, concert and dance halls. The country school stood for progress, for as Gulliford states, “A community with a school was a community with a future” (Gulliford 1984: 160). Rural people knew that their school in many ways defined their cultural identity. The school housed the activities that joined people into a community, and the identity of rural communities became inextricably linked with their schools.

The success of school consolidation and the new educational philosophy, coupled with the post-World War II “baby boom,” created an urgent need for more classroom space by the mid-1940’s. A temporary classroom was created in the cafeteria of the Middle Haddam School to accommodate the burgeoning population of students. In response to this need, in August of 1949 the town voted to allocate \$63,318 to hire architect Guy Francis Lamb of Middletown, Connecticut, and the Carmelo Mazzotta Construction Company of Middletown, Connecticut, to design and build a much-needed addition to Middle Haddam School to the north. This addition included two large classrooms and a gymnasium/auditorium, which was used often for community events, meetings and performances, continuing to fulfill the mission of the consolidated school as a center for learning and the community.

The additional space created at Middle Haddam School, however, did not remedy the problem of overcrowding. Enrollment continued to increase and in 1951 it was reported that the largest number of pupils in the history of the town was registered.¹⁶ “East Hampton’s elementary schools are so crowded that classes are being taught in the gymnasium and utility room of the Middle Haddam School . . .”¹⁷ As a result, a twelve room school was constructed at Smith Street in East Hampton, partially completed in December, 1952, and fully operational by September, 1953. In contrast to the Middle Haddam School, with its Georgian Revival elements and design characteristics signifying a post-World War I rural consolidated school, the new school building followed the mid-century educational trend of the time – to create a single floor, well-lit, functional modern space, with little to no adornment or specific architectural style. Memorial School would be used for elementary grades and would relieve the pressure for space felt by Middle Haddam and Center School.

The construction of Memorial School, completed in 1953, marks the end of Middle Haddam School’s period of significance in that all eight grades were no longer consolidated at East Hampton’s two grammar schools. The new purpose-built elementary school provided an alternative for the lower grades, in a modern state-of-the-art building, closer to the nexus of the town’s population. By 1955 enrollments began to decrease at the Middle Haddam School, when parents were given permission to register pupils at either the Memorial School or the Middle

¹⁶ “School Enrollment Wednesday Biggest in Town’s History,” *The East Hampton News*, 6 September 1951: 1.

¹⁷ Ibid.

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Haddam School, “whichever is more convenient.”¹⁸ Evidently Memorial School was a popular choice for parents and that year Memorial’s student body increased by nineteen and Middle Haddam’s decreased by thirty.¹⁹ In 1963 the Middle Haddam School accommodated grades one through four exclusively. Between 1971 and 1984, the national school enrollment decreased each year, reflecting the decline in the size of school-age population over that period. As such, in 1975 Middle Haddam School was reduced to serving Kindergarten through Second Grade. In 1980 it taught only Pre-Kindergarten and Kindergarten, before it was closed by the Board of Education that same year.

Criterion C: Architecture

The Middle Haddam School meets Criterion C as a local representation of the rural consolidated school – a building type that is now rare in Connecticut and was specifically designed to accommodate an educational philosophy that focused on segregating age groups and academic ability, character education, physical fitness and extracurricular activities. Beginning in the 1910’s, architects and educators realized that the needs and functions of the consolidated school were unique, and as such the consolidated school required “its own architecture and adaptations” to the modern school plan to make it work for district students and the surrounding community. As one national educator explained, the consolidated school “should be neither a city school set down in the country or village trading center nor a building of the traditional type” (Rapeer 1919, 36).

During the boom period of school construction beginning after World War I, architects reconsidered the application of familiar architectural styles in modern school designs. As school architect James O. Betelle wrote in 1919: “Careful consideration should be given the style, so as to properly influence future buildings of the town and to make the school a model of good taste, not only in its educational program, but in the building as well.”²⁰ Betelle stressed that the application of an architectural style to a school building should not increase the cost or the amount of “useless ornament.” On the contrary, “all of the different styles have a distinctive general outline in the mass of the building – the size, shape and spacing of window and door openings, etc. so that a building may be extremely simple, yet be a good expression of a definite architectural style.”²¹

The style chosen for almost all masonry consolidated schools of the period in New England was Classical Revival (also known as Neocolonial, Georgian Revival or Neo-Georgian) – a nationalistic design movement popular across the United States from about 1900 to 1950. The new school building needed to make a statement, to be as modern as the school’s educational program. The Georgian Revival represented the very latest institutional style in 1930, when Middle Haddam School was constructed. More importantly, it was a style that embodied

¹⁸ “Registration Set March 30, 31 For Entering Pupils”, *Hartford Courant*, 16 March 1955: 38.

¹⁹ “Counted at 1,095,” *The Hartford Courant*, 8 September 1955: 41.

²⁰ Betelle, James. “Architectural Styles as Applied to School Buildings,” *The American School Board Journal*, April 1919: 52.

²¹ *Ibid.*

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American traditional values, a most appropriate forum for the educational philosophy being espoused.

Georgian Revival-style buildings of the early twentieth century, such as the Middle Haddam School, expanded on the original eighteenth-century Georgian-style precepts by incorporating Federal, Classical and Colonial design elements. Defining characteristics include two-story brick massing, a hipped roof, large block modillions, a symmetrical façade with an accented doorway often with a pediment, the use of quoins, and evenly spaced windows, trimmed in white. Inside the building the commitment to symmetry and order was maintained. Georgian Revival buildings were well built with an eye to the quality of materials used, and craftsmanship.

Within the limits of budget Haynes & Mason designed a building that possessed many of the architectural elements characteristic of the period's scholastic architecture, including a prominent entrance with Georgian and Classical detailing. To mitigate costs, less expensive materials were utilized to good effect: cast concrete was substituted for carved limestone window sills and standard red brick was chosen over textured or colored brick. Raising the foundation was also cost-effective. It provided another level under the building, but it also served to make the building appear larger and more impressive.

Much of the significance of the Middle Haddam School lies in its well-integrated, formally balanced classical design, the standard for institutional architecture in the early twentieth century. The challenge was to differentiate the façade from the less important elevations and yet fully preserve the style of the entire building. All of the elevations are embellished to some degree with the elements that give the building its Georgian appearance, but as one moves around the building some diminishment of the detailing takes place. That approach is most evident in the simplified subsidiary entrances and the plain cornice on the east, north and west elevations.

Haynes & Mason created a school for the Town of East Hampton that not only met the requirements of its modern educational program, but was also a monument to civic pride. In 1930 the construction of this imposing building represented a major commitment on the part of East Hampton's citizens to the value of education and progress, especially during the midst of the Great Depression.

Great emphasis was placed on the modernization of school buildings to facilitate the new philosophy of learning. Consolidation permitted the construction of newer well-lit facilities, with modern lavatories, and centrally heated buildings. Rural school architecture began to be standardized and desideratum were written regarding aspect and lighting, surroundings, arrangement, construction, ventilation, heating, sanitation, acoustics, attractiveness, and economy in building.

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In addition to a defined style of architecture, the modern Georgian Revival-style school building possessed the following characteristics specified by Professor Harold Waldstein Fought in The American Rural School, Its Characteristics, Its Future and Its Problems, 1917, as essential for a modern consolidated school, and widely corroborated by architects and designers of the period:²²

- 1) Choice of site –
 - a. The ideal site would be a location high enough to command a good view.²³
 - b. It should be well sheltered by trees as a background to the north and west.
 - c. There should be a combination of evergreens and shade trees.
 - d. It should be porous and dry, with excellent drainage.
 - e. It should have an inexhaustible supply of pure water.
 - f. The schoolhouse should be set back approximately one hundred feet from the front entrance to the grounds.
 - g. The playground, especially if it contains a baseball diamond, must be entirely level.
 - h. Ideally three separate playgrounds would be provided – for older boys, older girls and smaller children, respectively.
- 2) Walks and drives –
 - a. The drive should run to the side entrance of the building and not less than six feet wide.
 - b. The main walk leading to the front entrance should be five feet wide
- 3) Arrangement of interior floor space –
 - a. The classroom interior must provide at least 15 square feet of floor space for each pupil and should not exceed 32 feet in depth by 26 feet in breadth.
 - b. Cloakrooms should be provided in each classroom.
 - c. The halls must be wide to provide against crowding.
 - d. Ceilings should be 12-14 feet high. The classroom ceiling should be high enough to allow each pupil 250 cubic feet of air space.
 - e. Narrow board maple flooring should be used for its durability.
- 4) Basements -
 - a. A high basement should extend under the entire building, have ample glazing, be light and dry, and be cemented throughout, both floors and walls.
 - b. If heating by furnace, a portion of the basement space must be walled up for furnace and fuel room. A part of the remaining space should be fitted with a workbench for shop purposes.
- 5) Ventilation -
 - a. Large banks of windows and hinged transom windows above doors should be utilized for ventilation, along with ventilator shafts, or a fan system.

²² See Betelle, James, O. "The Trend in School Building Design." "Architecture" (Volume LXV, No. 5) New York: Charles Scribner's Sons, May, 1932.

²³ T.M. Clark (1880) noted in Rural School Architecture that the longest axis should be due east.

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- 6) Lighting –
 - a. Windows should be set high enough to be above the level of the eyes of the largest pupils when seated.
 - b. The frames should reach to within a few inches of the ceiling and be square.
 - c. The total amount of glass surface should be about one fifth of the floor space of the room.
 - d. The classroom should be arranged so that the light will come from the left and over the pupil's shoulder.
 - e. Opaque shades should be placed at the middle of the window so as to roll up and down.

- 7) Blackboards –
 - a. Blackboards should occupy all available wall space except on the window side. Slate is the most satisfactory writing surface.
 - b. They should be 30 inches from the floor and about four feet high.

- 8) Walls –
 - a. Walls should be plastered and tinted. The ceilings should be tinted a lighter color than the walls.
 - b. The woodwork should be plain and free from dust catching ornaments and finished in the natural grain, or a paint harmonizing with the wall tint.
 - c. Book shelves should have glass doors and may be built into the wall; or be moveable if added after the construction of the building.

The Middle Haddam School project conformed to the specified ideals in its design, making it a model example of an early rural consolidated school, by creating a safe, hygienic, healthy, and well-ventilated space, conducive to providing a well-rounded mental and physical education.

The Georgian Revival-style building is well-constructed of quality materials in a balanced symmetrical design, punctuated by bold decorative details. It occupies a dry sunny spot, situated with the longer axis due east, set back nearly 100 feet from the road, with a deep prolific well providing healthful drinking water, and a level playground and fields, including a baseball diamond (no longer extant), for physical pursuits. The wide drive runs to the east side entrance of the building, and the walkway to the main entrance spans five feet.

The wide center hallway, along with commodious staircases with low risers, provide an uncrowded safe passage on the interior. The spacious classrooms with interior coat cupboards, conform in scale to Fought's 1914 directives. The lofty rooms, with high ceilings, take advantage of natural light through tall banks of closely-set double-hung windows. Hinged transom windows above the doors in each classroom allow cross ventilation, along with the use of airshafts built into the interior wall space. The plastered tinted walls and ceilings are light reflective with their creamy hue. Close-grain, narrow board, maple flooring is used for its practicality and durability, and its polished linseed-oil finish (not extant) would have also reflected light.

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With a commitment to visual learning, blackboards are large and plentiful – set above the ground at heights reflecting the grades they served. Their trim and other woodwork is plain and either finished in its natural grain or painted to harmonize with the wall color. Cabinets are built into each classroom, with glass doors protecting their bookshelves, as specified.

Staircases are wide enough for safety and set outside the main building block, for fire prevention. The high basement that stretches beneath the 1931 block of the Middle Haddam School building is fire-proofed in its construction and well-illuminated through its generous windows and glazed walls. Modern sanitation was emphasized with the inclusion of boys' and girls' lavatories, and a modern heating system was installed in a fireproof boiler room.

Haynes & Mason designed consolidated school buildings in accordance with generally accepted directives set out by early school reformers and architects. For example, the Teaticket School was a consolidated school designed by Haynes & Mason and completed in 1928, replacing the last one-room school in Falmouth, Massachusetts. Teaticket resembles Middle Haddam School in several aspects, demonstrating design characteristics representative of Haynes & Mason's characteristic approach to consolidated school buildings. While Middle Haddam is smaller in scale, both schools, designed in a Classical Revival style, feature the same key stylistic elements, including a prominent pedimented portico centered on the south-facing façade, a cupola centered on the roof, a wooden modillioned cornice, the use of quoins, and cast stone features. The Teaticket School also resembles Middle Haddam in its layout: "This new elementary school contains six class rooms on the main floor; and on the ground floor a kitchen, lunch room, and facilities for household arts, as well as a manual training shop and rooms for basketry and weaving" (Falmouth School Department Report 1928: 5). As with Middle Haddam School, banks of large windows meet the light and ventilation requirements set out for a consolidated school, and a moveable wall placed between two classrooms to allow for an assembly hall meets the criteria for creating community space, just as it did in Middle Haddam. The spacious school grounds, which included a long front (south) yard and side playing fields also met the aims of the consolidation school model.

The Groton High School in Groton, Massachusetts, designed by Haynes & Mason in 1928 possesses stylistic elements similar to Middle Haddam School, including the use of soldier bricks, cast stone, wide hallways, and narrow maple flooring. Large classrooms filled with abundant natural light from the banks of large windows are a highlight of the building and a predominant characteristic of Haynes & Mason's scholastic architecture. The eight-light transom windows above the first-story classroom doors were an important source of cross ventilation, as they were at Middle Haddam School. The windowless end walls of the classrooms are covered on the interior with blackboards, per the specifications for a consolidated school. Between the classrooms and projecting into the façade pavilion is the main stairwell. To either side of the stairwell are the boys' and girls' lavatories, just as they are located in the Middle Haddam School. Wide stairs and corridors, which made quick evacuation of the building possible, were considered important fire safety features of both schools. A teacher's room was incorporated, as it was at Middle Haddam, along with a well-equipped cafeteria in the basement level.

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The period of school consolidation during the first half of the twentieth century produced standardized designs that reflected modern educational theories, while also responding to the needs of rapidly growing populations. Mass, proportion, correct window placement to admit maximum amounts of natural light and air, and quality construction, were considered key elements of good design. Technical issues like heating, ventilation, sanitation and fire safety were topics of special concern. Judicious use of architectural detail was recommended, reflecting the belief that beautiful surroundings made an important contribution to the learning process, as well as civic pride. The Middle Haddam School embodies the specifications set forth for an ideal “healthful” consolidated school, associated with the new philosophy of learning that focused on character education and citizenship.

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Cunningham Jan, Middle Haddam Historic District, National Register Nomination Number-84001112 NRIS, National Park Service, 1983. Online at <http://pdfhost.focus.nps.gov/docs/NRHP/Text/84001112.pdf>.

Middle Haddam School
Name of Property

Middlesex County, CT
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Forbes, Anne. Groton High School. National Register Nomination Number- 10000057 NRIS, National Park Service, 1985. Online at <http://mhc-macris.net/Details.aspx?MhcId=GRO.147>.

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Jenkins, Candace., Teaticket School. National Register Nomination Number- 02000082 NRIS, National Park Service, 1985. Online at <http://mhc-macris.net/Details.aspx?MhcId=FAL.1034>

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Ransom, David F., Middlebury Center Historic District, National Register Nomination Number- 85001019 NRIS, National Park Service, 1985. Online at <https://npgallery.nps.gov/pdfhost/docs/NRHP/Text/85001019.pdf>.

Schiller, Eugene A. *Developer’s Kit: Former Middle Haddam School*. Town of East Hampton, Connecticut. September, 1981.

“School Building Inspection Reports.” Connecticut State Archives, Connecticut State Library. Education, Department of, 1845-1997 (RG 010) Box 8. School Building Inspection Reports. Folder – East Hampton: Middle Haddam School (September 16, 1931).

“School Building Inspection Reports.” Connecticut State Archives, Connecticut State Library. Education, Department of, 1845-1997 (RG 010) Box 8. School Building Inspection Reports. Folder – East Hampton: Center School (April 20, 1927).

Middle Haddam School
Name of Property

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Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey # _____
- recorded by Historic American Engineering Record # _____
- recorded by Historic American Landscape Survey # _____

Primary location of additional data:

- State Historic Preservation Office
 - Other State agency
 - Federal agency
 - Local government
 - University
 - Other
- Name of repository: _____

Historic Resources Survey Number (if assigned): _____

10. Geographical Data

Acreage of Property 2.22

Use either the UTM system or latitude/longitude coordinates

Latitude/Longitude Coordinates

Datum if other than WGS84: _____

(enter coordinates to 6 decimal places)

1. Latitude: 41.552932 Longitude: -72.547897
2. Latitude: Longitude:
3. Latitude: Longitude:
4. Latitude: Longitude:

Middle Haddam School
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Or

UTM References

Datum (indicated on USGS map):

NAD 1927 or NAD 1983

- | | | |
|----------|-----------|-----------|
| 1. Zone: | Easting: | Northing: |
| 2. Zone: | Easting: | Northing: |
| 3. Zone: | Easting: | Northing: |
| 4. Zone: | Easting : | Northing: |

Verbal Boundary Description (Describe the boundaries of the property.)

The boundary of the property corresponds to the parcel identified as Lot 20, Block 12, on Tax Map 02C in book 433/909 on file with the Town of East Hampton, Connecticut, Assessor's Office.

Boundary Justification (Explain why the boundaries were selected.)

This boundary encompasses the full extent of the historic resource identified in this nomination. It is consistent with the historic parcel boundary in 1930, when the school was constructed.

11. Form Prepared By

name/title: Dr. Margaret McCutcheon Faber, Member
organization: Middle Haddam Association
street & number: 45 Schoolhouse Lane (Post Office box 326)
city or town: Middle Haddam state: CT zip code: 06456
e-mail msmfaber@gmail.com
telephone: 860-301-5856
date: August 9, 2018

Middle Haddam School
Name of Property

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Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.
- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.
- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

Middle Haddam School
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Photographs

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

Photo Log

Name of Property: Middle Haddam School

City or Vicinity: Village of Middle Haddam (Town of East Hampton)

County: Middlesex State: Connecticut

Photographer: Margaret McCutcheon Faber

Date: Photographed: October 2016 and July 2017

Description of Photograph(s) and number, include description of view indicating direction of camera:

Photo 1 of 40. Middle Haddam School in its setting showing field and forest, camera facing northwest.

Photo 2 of 40. View from Middle Haddam School to the south showing neighboring horse farm, camera facing south.

Photo 3 of 40. Cement walkway from south entry to Schoolhouse Lane, camera facing south.

Photo 4 of 40. Driveway and retaining wall, camera facing southeast.

Photo 5 of 40. Cupola on original 1931 block, camera facing southeast.

Photo 6 of 40. Brick "flare headers" on exterior wall of east elevation, camera facing west.

Photo 7 of 40. Brick "soldier band" bisecting building as seen on exterior wall of east elevation, camera facing west.

Photo 8 of 40. South elevation (façade), camera facing north.

Photo 9 of 40. Recessed arch of south entry, camera facing northwest.

Photo 10 of 40. Arched window of south entry from interior, camera facing south.

Middle Haddam School
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Photo 11 of 40. Decorative cast stone “keystone” adorning south entry and lantern, camera facing north.

Photo 12 of 40. East elevation of original 1931 block, camera facing west.

Photo 13 of 40. West elevation of original 1931 block, camera facing east.

Photo 14 of 40. Original brass hardware on west door of 1931 block, camera facing east.

Photo 15 of 40. Line of demarcation between original 1931 block and 1949 addition, camera facing east.

Photo 16 of 40. East entry to 1949 addition, camera facing west.

Photo 17 of 40. East elevation of 1949 addition and original 1931 block, camera facing west.

Photo 18 of 40. North elevation of 1949 addition, camera facing southeast.

Photo 19 of 40. West elevation of 1949 addition with 1931 block, camera facing east.

Photo 20 of 40. Removable wall between 1931 southwest and northwest classrooms, camera facing north.

Photo 21 of 40. Interior south staircase in 1931 original block, camera facing southwest.

Photo 22 of 40. Detail of south staircase’s newel post, camera facing southwest.

Photo 23 of 40. First floor framing as seen from ground floor/basement level, camera facing west.

Photo 24 of 40. Ceiling framing as seen from first floor, camera facing north.

Photo 25 of 40. Roof framing in 1931 block as seen from attic space, camera facing southwest.

Photo 26 of 40. Brick wall blocks that original served as “lath” for plaster for interior walls in 1931 block.

Photo 27 of 40. Bank of interior windows in 1931 original block, camera facing west.

Photo 28 of 40. Mid-window shade in southwest classroom of 1931 original block, camera facing west.

Photo 29 of 40. Transom window over classroom doorway in 1931 original block, camera facing east.

Photo 30 of 40. Original light fixture in classroom, camera facing south.

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Photo 31 of 40. Remains of blackboard in 1931 original block, camera facing north.

Photo 32 of 40. Molded wooden chalk tray under blackboard in 1931 southwest classroom, camera facing west.

Photo 33 of 40. Storage cupboard with glazed doors in a classroom of the original 1931 block, camera facing east.

Photo 34 of 40. Coat cupboard in classroom of the original 1931 block, camera facing east.

Photo 35 of 40. Doorway from 1949 addition into original 1931 corridor, with transom, camera facing south.

Photo 36 of 40. Transom over classroom doorway in 1949 addition, camera facing southeast.

Photo 37 of 40. Interior doorway leading from 1949 addition's main entry on east elevation to classrooms and main corridor, camera facing east.

Photo 38 of 40. Former teacher's room in 1949 addition, camera facing west.

Photo 39 of 40. Stairway from 1949 addition to basement/ground level, camera facing west.

Photo 40 of 40. Former gymnasium, camera facing west.

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 460 et seq.).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 100 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Office of Planning and Performance Management, U.S. Dept. of the Interior, 1849 C. Street, NW, Washington, DC.

Middle Haddam School
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GRAPHICS

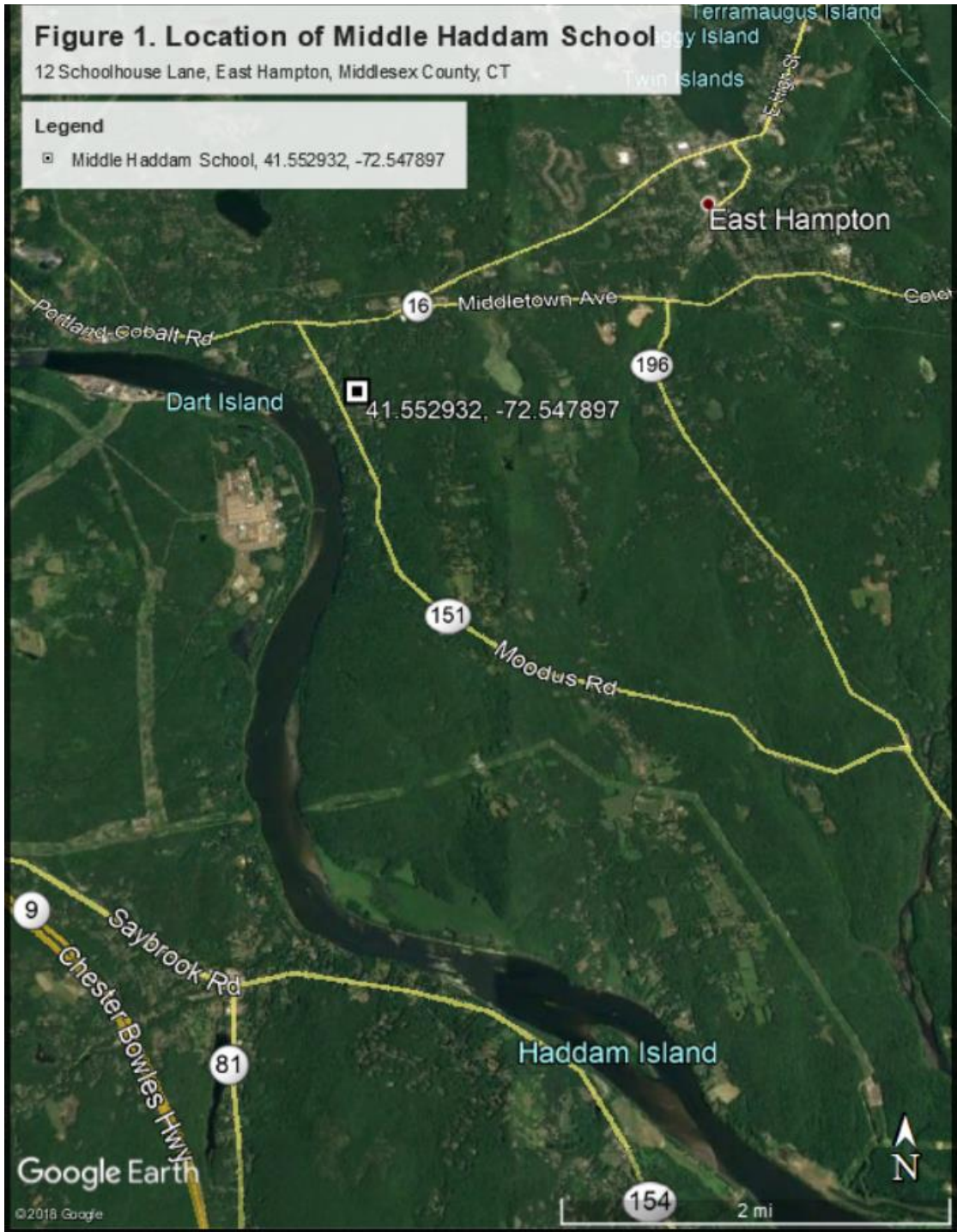


FIGURE 1: Location Map (Source: Google Earth).

Middle Haddam School
Name of Property

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Middle Haddam School

8/15/2019 3:57:17 PM

Scale: 1"=125'

Scale is approximate



FIGURE 2: Site Plan - 12 Schoolhouse Lane, Boundary of nominated property shown in red.

Source: Town of East Hampton, GIS Assessment Maps, East Hampton Assessor:
Online at [http://www.easthamptonct.gov/Pages/EastHamptonCT Assessor/Index](http://www.easthamptonct.gov/Pages/EastHamptonCT_Assessor/Index)

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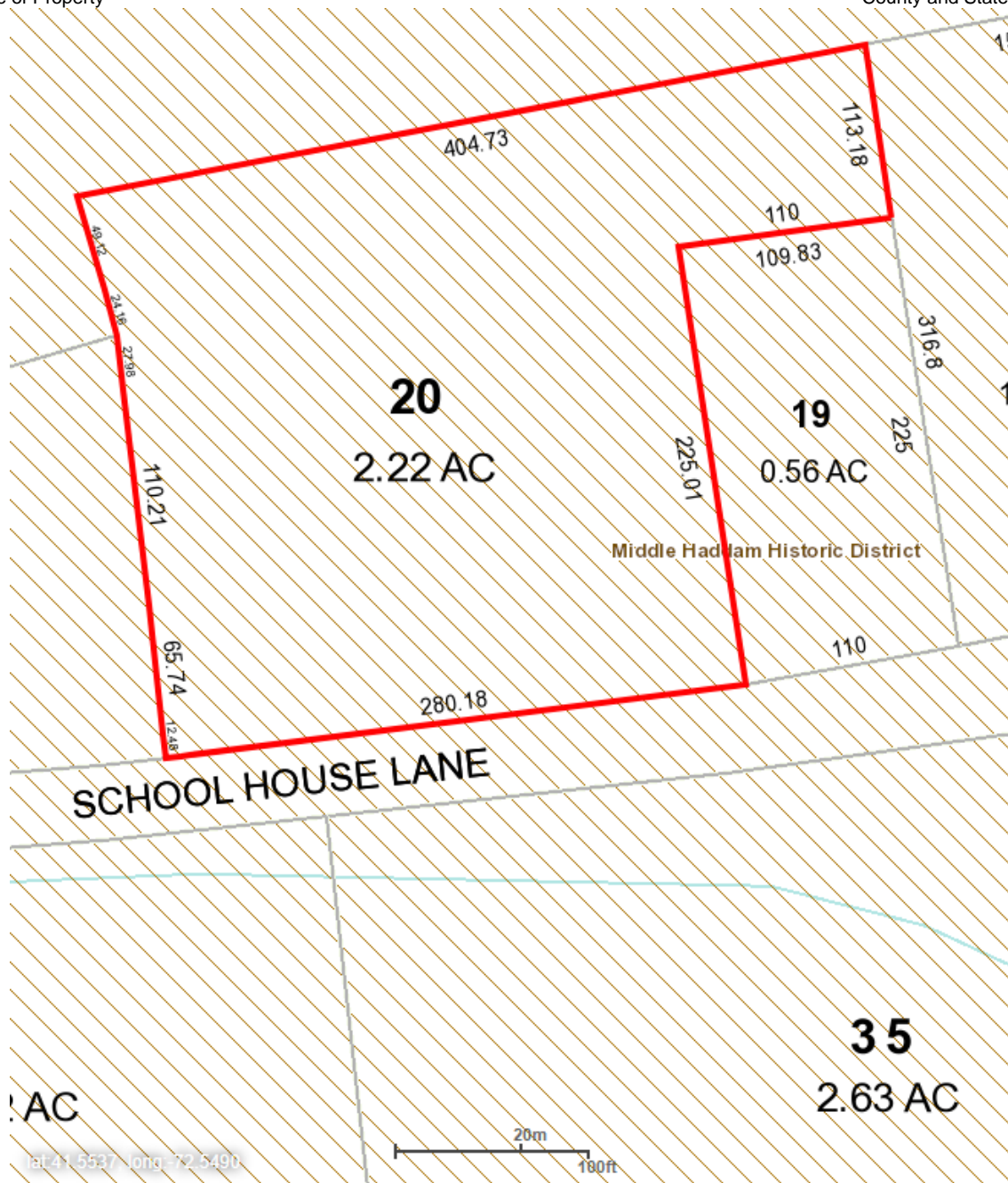


FIGURE 3: Property Map - 12 Schoolhouse Lane : Showing Inclusion in Middle Haddam Historic District



Source: Town of East Hampton, GIS Assessment Maps, East Hampton Assessor:
Online at [http://www.easthamptonct.gov/Pages/EastHamptonCT Assessor/Index](http://www.easthamptonct.gov/Pages/EastHamptonCT_Assessor/Index)

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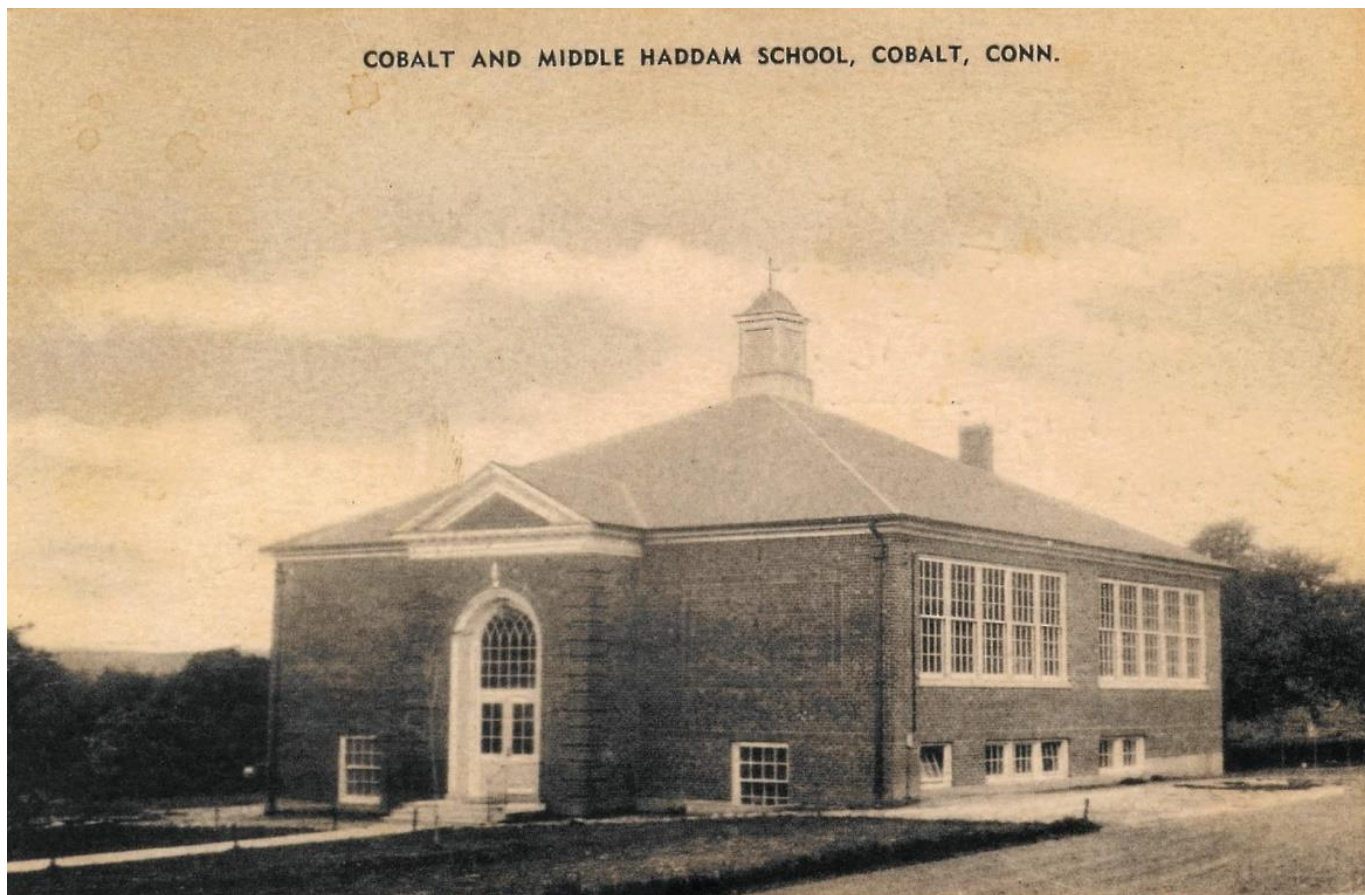


FIGURE 4: Middle Haddam School - south and east elevations of original 1931 block - from 1934 Postcard (mis-labeled Cobalt, Connecticut), photographer unknown, published by the Cobalt General Store, camera facing northwest

Middle Haddam School
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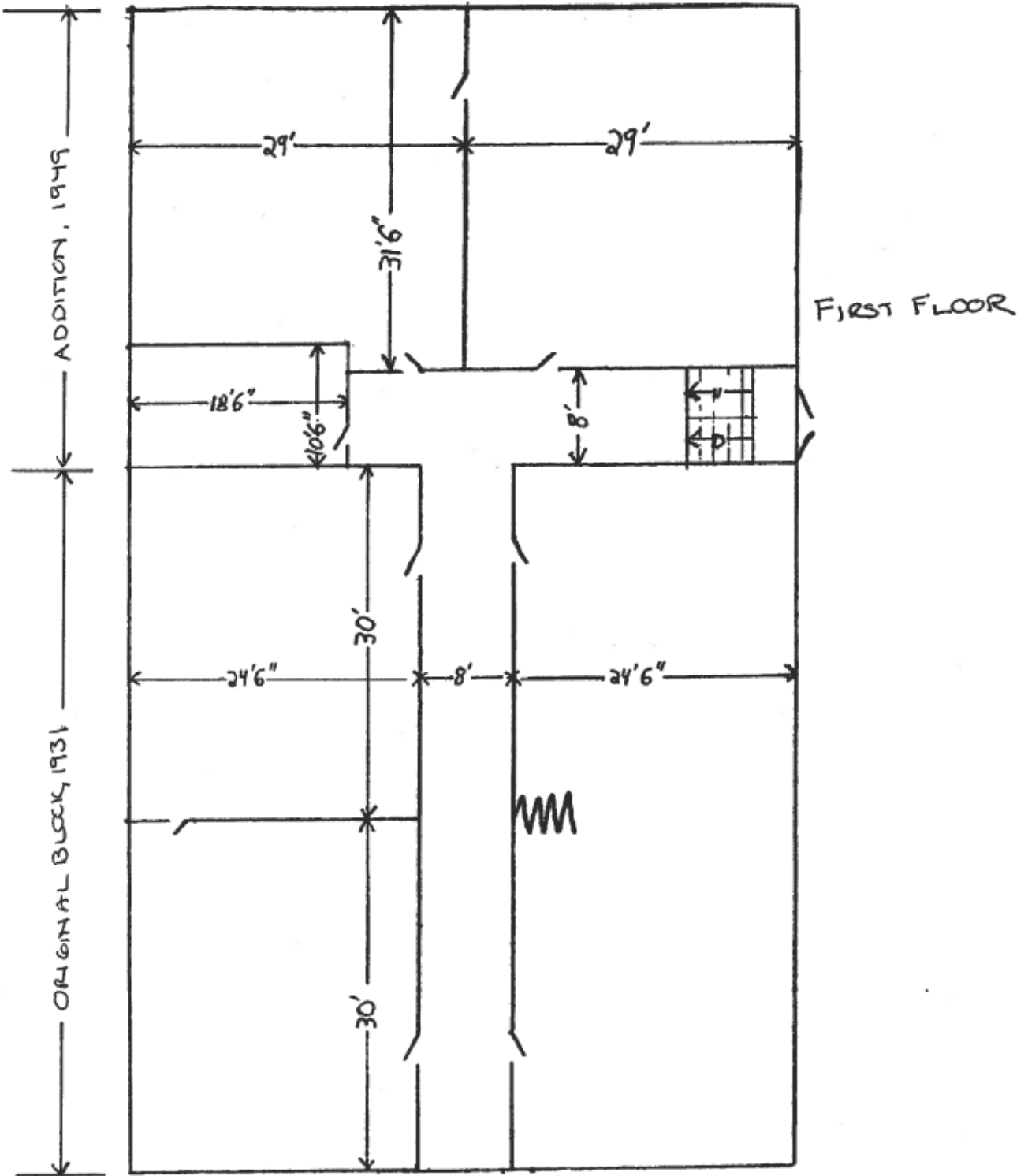


FIGURE 5: Floor Plan - 12 Schoolhouse Lane: First Floor

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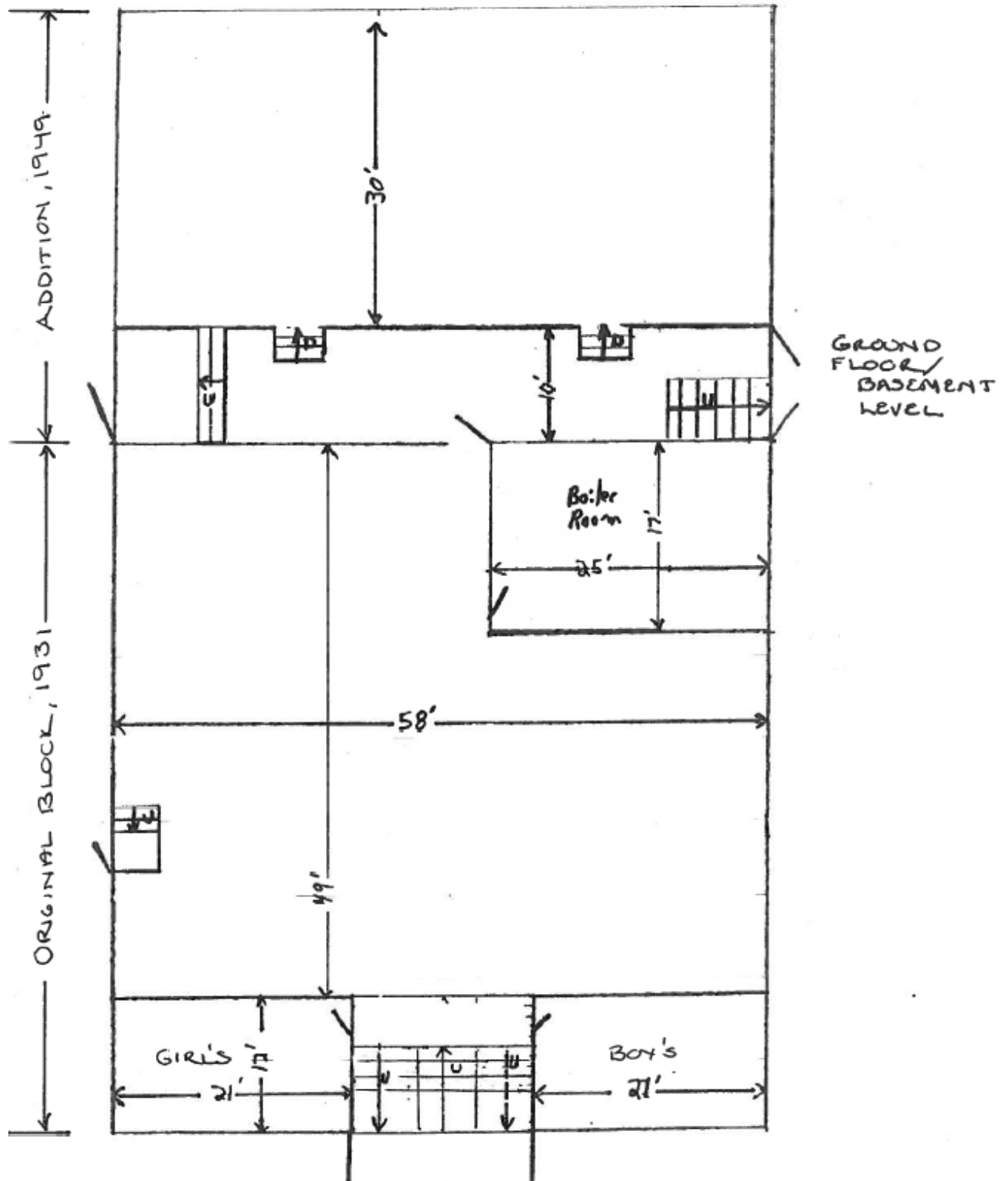
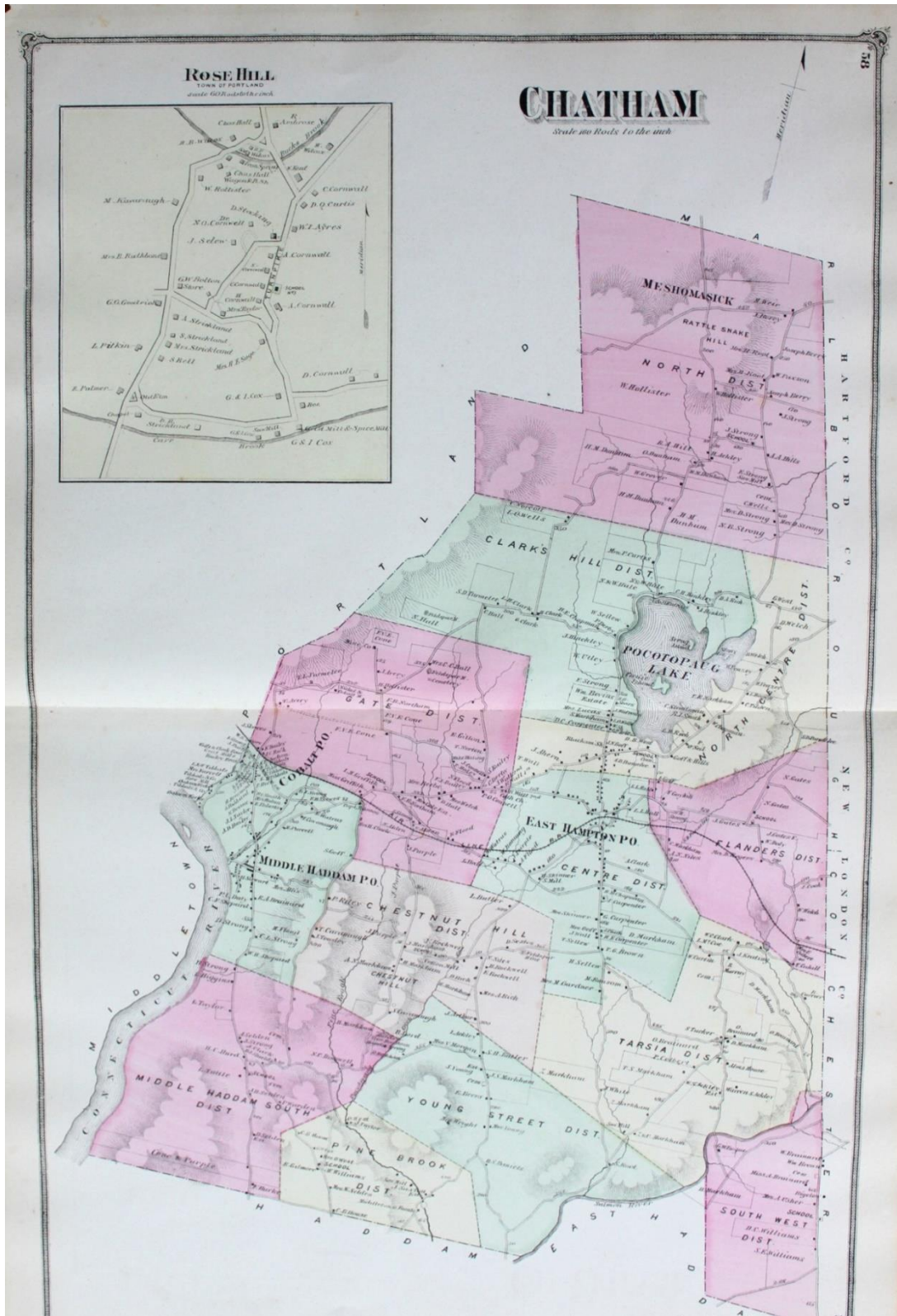


FIGURE 6: Floor Plan - 12 Schoolhouse Lane: Ground Floor

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Middle Haddam School
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FIGURE 7 - Map showing East Hampton's School Districts, F.W. Beers (1874) Atlas of Middlesex County



**FIGURE 8 - Northwest School (62 Middle Haddam Road) c.1840,
camera facing southeast**

Middle Haddam School
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FIGURE 9 - Eckersley Hall School (61 Durant Terrace, Middletown, CT) c.1929, camera facing north.



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

September 12, 2023

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 thirty-one (31) refunds totaling \$2,919.49.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

0.	30.84	100.00	81.63	116.70	5.80	19.65	239.07	24.31	20.18	54.76	14.87	14.83	64.24	16.23	424.95	220.00	35.92	17.17	95.11	183.07	20.18	110.85	13.14	149.28	243.77	6.19	23.37	78.16	103.93	215.76	175.53	2,919.49
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BOARD AND COMMISSION SUMMARY AUGUST 2023

Arts & Culture Commission

The Arts & Culture Commission met on August 17. The members reviewed the Garden Tour/Plein Air Event from June with suggestions for next year's event. Items for the budget were reviewed. An Art Show is scheduled for October 14 on the lawn of the Congregational Church. Members discussed where they will hang a new art purchase and discussed upcoming events.

Board of Finance

No meeting

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency met on August 28. There was brief discussion of the agency's budget. The members discussed drafting the RFQ for the EPA grant. Ms. Yenknor will review the draft first and send it to Ms. Minor to review and make any revisions if needed. Mr. Baldassario will read through the draft to see if there are any spelling, grammatical, and other mistakes before completing the revisions. The final draft will be sent to the Town Manager to be posted on the state website. The timeline of the RFQ was discussed and finalized by the members. There was brief discussion of the DECD grant.

Clean Energy Task Force

The Clean Energy Task Force met on August 1. There was brief discussion about the task force membership. The members discussed future clean energy opportunities for residents in town and the upcoming fall energy fair. John Greeno attended the meeting to talk with the members and help generate ideas for future projects, initiatives, and programs in town.

Commission on Aging

The Commission on Aging met on August 10. Ms. Ewing reported on the programs at the Senior Center including a visit from State Representative Irene Haines. Members discussed the launch of the East Hampton Community Cares program. Membership on the Housing, Transportation and Health & Wellness Sub-Committees was discussed.

Conservation-Lake Commission

The Conservation-Lake Commission met on August 10. There was a brief update for the communication and liaison report and the Lake Smart Program. Two residential properties were evaluated and passed for being Lake Smart. The Town Manager gave a brief update on the watershed projects and federal funding. The members discussed the algae levels in the lake. There was also discussion of testing the samples provided by Glenn Wattlely of AquaFlex LLC from the presentation from the previous month's meeting. Mr. Yenknor tied a sample to the end of his dock for a week and sent a piece out to be tested. The results showed that some phosphorous was absorbed by the product. The members discussed areas around the lake to test the sample products. It was decided to test the product samples in Hales Brook, Christopher Brook, the streams leading into the lake, and where storm drains lead to the lake. The members then formed a sub-committee consisting of Mr. Solomon, Mr. Hartling, Ms. Lobo, and John Tucci to test the samples. The members discussed having the new limnologist attend the September meeting to work out a plan for starting their testing of the lake.

Design Review Board

No meeting

Economic Development Commission

No meeting

Ethics Commission

No meeting

Fire Commission

The Fire Commission met on August 14. The members nominated and voted on Mr. Hurne as the new Chairman and Mr. Germain as the new secretary. The Fire Marshal and Fire Chief both gave their reports to the members. The members discussed updates for the dry hydrants, the Walnut Ave water source problem, the New Firehouse Search Committee, and the stipend ordinance change. The members discussed the Town Council meeting on September 12th for the proclamation honoring the Department's 100th anniversary, the safety concern sent to the Town Manager about the Air Line Trail, and the fire fighters' awards program. The membership is concerned with the safety of the pedestrians and cyclists that are exiting from the Air Line Trail onto the Fire Department property as a shortcut into the Village Center. The members suggested getting permission from the State to install a split rail fence to block the outlet from the trail. This could help to keep the pedestrians and cyclists safe. The members also discussed having the fire department's awards program enroll with Webster Bank for their 401k's and benefits. It was suggested to have a representative from Webster Bank attend a future meeting to hold a presentation to better explain the advantages and benefits of joining Webster.

Inland Wetlands Watercourses Agency

The Inland Wetlands Watercourses Agency met on August 30.

Continued Applications:

- A. Application IW-23-016: Matthew Pegolo, 292 West High St., Construct a single-family home within Upland Review Area. Map 06/ Block 6/ Lot 3B Vice-Chairman Kavalkovich made a motion to approve the application using the standard short form permit as presented for the following reasons: minimal impact design, no direct wetland impact and little impact to the Upland Review Area. Mr. Wall seconded the motion. Vote: 6-0
- B. Application IW-23-017: Flanders Road Estates, LLC, Flanders Road, Fifteen (15) Lot Subdivision with 46,400 square feet of disturbance in the Upland Review Area, (Home Acres Estates), Map 26/ Block 87/ Lot 6 Vice-Chairman Kavalkovich made a motion to approve the application using the standard short form permit with the following conditions: include a rain garden to mitigate water runoff on lot 8 between the proposed house and barn, the design of which is to be reviewed and approved by Town Staff; include in the plans a conservation easement including 100' buffer surrounding the flagged wetlands number 1-32 with a deviation to allow for the current design of basin SWM2; and all conservation easements are to be clearly marked with placards designed and spaced as designated by Town Staff. For the following reasons: best management practices for stormwater runoff quality are included in the design, hydrology is maintained to keep water quality going to the wetlands for any given storm about the same before construction, and adequate conservation easements are in place to protect the wetlands beyond the 100' buffer. Mr. Wall seconded the motion. Vote: 5-0-1 (Mr. Hill)

Old Business

- A. Annual Review of Bylaws: Chairman Wilson made a motion to approve revised Bylaws effective August 30, 2023. The motion was seconded by Vice-Chairman Kavalkovich Vote: 6-0

Joint Facilities

No meeting

Library Advisory Board

No meeting

Middle Haddam Historic District Commission

The Middle Haddam Historic Commission met on August 24. The members reviewed and discussed five public hearings. Two applications were approved as submitted and the other three were tabled for a special meeting. The tabled applications include an application for replacing garage siding with composite clapboard siding that would match in color with the house. The members wanted to give the applicant time to investigate other materials and options in place of the composite siding. The second tabled application was for mitigating the visual impact of the visible portions of the side yard stockade fence. The applicant was unable to attend the meeting to answer questions. The third application that was tabled was for the installation of a 24' above ground pool with a deck. The pool and deck were installed without the approval of the commission members. A decision was reached where the application would be tabled to give the applicant time to develop a specific plan on how to better shade or cover the deck from view. The applicant has until the next monthly meeting to get a plan ready for the members to review. The members congratulated and welcomed Mr. Pach as a regular member. There was some discussion about the home renovation at 58 Middle Haddam Road. The new windows and door that were installed do not fit with the style and time period the house was built. The members discussed drafting a letter of complaint to officially send to the town.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board met on August 1. Members discussed the Air Line Trail Sub-Committee work and the plans to wrap up summer programming and the plan for fall programming. The members discussed a bench application from Friends of the Lake. The application was approved pending a suitable location for the bench.

Planning & Zoning Commission

The Planning & Zoning Commission met on August 2.

Public Hearings

- A. PZC-23-012: Michael Bakaj, 37 South Main Street, a 22-lot (33 units) HOD subdivision in existing HOD Zone, Map 20 Block 51/ Lot 27 Rowland Rux arrived at 7:05pm. Michael Kowalczyk was unseated. Ray Zatorski made a motion to continue the Public Hearing to the regular meeting of September 6, 2023 at the applicant's request. Rowland Rux seconded the motion. Vote: 7-0 Ray Zatorski made a motion to continue the application to the regular meeting of September 6, 2023. Mattie Walton seconded the motion. Vote: 7-0
- B. Text Amendment Regarding Required Setbacks on Non-Conforming Lots in the R-1 Zone: Section 8.2 of the East Hampton Zoning Regulations Ray Zatorski made a motion to continue the Public Hearing to the next regular meeting of September 6, 2023. Jim Sennett seconded the motion. Vote: 7-0 Ray Zatorski made a motion to continue the application to the next regular meeting of September 6, 2023. Jim Sennett seconded the motion. Vote: 7-0

New Business

- A. PZC-23-014: Flanders Road Estates LLC, Flanders Road, Fifteen (15) Lot subdivision, (Home Acres Estates), Map 26/ Block 87/ Lot 6. Ray Zatorski made a motion to set a public hearing for the application for the regular meeting of October 4, 2023. Jim Sennett seconded the motion. Vote: 7-0

Water Pollution Control Authority

The East Hampton WPCA met on August 1st. The greensand filter and bladder tank project at the Royal Oaks water station has been completed. CLA Engineering accepted the work on the Pine Trail force main as satisfactory and complete. Work has begun on the Bay/Princess force main. The Board

approved a Public Hearing date of September 5th at 6:30pm to present the 2023/24 Sewer Use Rates. Vote 5-0. Proposing an increase in sewer user rates from \$520.00 to \$560.00 /EDU and the additional grinder pump rate for applicable properties from \$300.00 to \$350.00/EDU. In addition, the proposal includes a connection fee increase from \$2,500 to \$3,500. Kerry Comisky submitted her resignation from the WPCA Board.

Zoning Board of Appeals

The Zoning Board of Appeals met on August 14.

Public Hearings

- A. ZBA-23-006: Bethanne Salva, 12 Brook Trail, Reduce side setbacks from 15' to 8.5' and 15' to 7.0' to construct deck with stairs. Map 10A/ Block 79/ Lot 7. Brian Spack made a motion to approve the application as presented because the variance will allow a reasonable use of the property where it would otherwise not be allowed. Kevin Reed seconded the motion. Vote: 4-0



93 West Main Street • Clinton, CT 06413 • (800) 286-5700

August 31, 2023

Jeffrey R. Gaudiosi, Esq.
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square
New Britain, CT 06051

Dear Mr. Gaudiosi:

Connecticut Water Company is proud to provide water service to 60 Connecticut communities, serving over 107,000 customers in the state. As 200+ local employees, we are committed to providing clean, reliable drinking water and to serving of all our stakeholders: customers, communities, employees, investors and the environment. We know that our impact goes well beyond the tap, and that we're responsible to all of our stakeholders, not just our investors.

From 2020 through January 2024, Connecticut Water will have completed more than \$220 million in projects to protect water quality, address emerging contaminants and meet newly-proposed drinking water regulations. We've made investments to reduce greenhouse gas emissions, lower energy use and conserve water resources. We've invested in our water professionals, whose training and certifications benefit our communities every day. And, we've continued responsible and prudent replacement of our 1,800+ miles of water main to increase reliability, quality, and availability of water for public consumption and fire protection. We're also not immune to the inflationary pressures of the current economy—in particular, rising prices in energy and chemicals—have had a direct impact on the cost of providing service to our customers and communities.

To that end, and pursuant to Regulations of Connecticut State Agencies §16-1-22(b), I am writing to provide notice of Connecticut Water's intent to file a general rate case application with the Connecticut Public Utilities Regulatory Authority to amend its rate schedules within the next 60 days.

Connecticut Water will seek to increase annual revenues above current levels by approximately \$21 million, or 18%¹. As proposed, the new rates would only raise the cost of a gallon of water from 1.5 cents to 1.8 cents. We will also seek to expand our Water Rate Assistance Program and Water Conservation Rate, both the first in Connecticut when implemented in 2021.

The test year will be the 12-month period ending December 31, 2022 for rates to become effective July 1, 2024. The percentage increase may vary in some operating divisions, or by customer type, as the Company continues toward rate equalization consistent with the findings of the Company's last rate proceeding.

Continued prudent and efficient investment in our communities' water systems is our collective responsibility and obligation. We are committed to that prudence and efficiency in order to manage costs, and to represent the true value of the drinking water service we provide.

I look forward to sharing Connecticut Water's story with you and demonstrating our ongoing commitment to customers, communities, employees, investors and the environment through the rate proceeding process.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Patla".

Craig J. Patla, P.E.
President, Connecticut Water

¹ In the event that the Water Infrastructure and Conservation Adjustment application pending before PURA in Docket 20-12-30 WI06 is not approved as of the date the general rate application is filed, the request increase would be just over \$22 million or 19%.



Connecticut Water Company

A Different Kind of Utility

Our Mission: Trusted, passionate and socially responsible professionals delivering life-sustaining, high-quality water and exceptional service while protecting the environment, enhancing our communities and providing a fair return to investors.

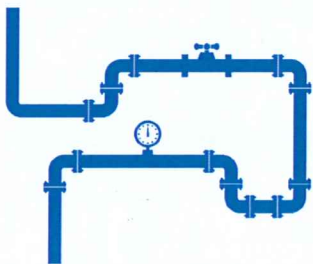


Headquartered in Clinton with water systems located in 60 Connecticut communities

Local management team and independent Connecticut Water Board of Directors



Over 200 water professionals who live and work in Connecticut including Department of Public Health licensed water operators



Responsibly investing \$60 million each year in our infrastructure for current and future generations



Committed to meeting all state and federal safe drinking water standards



Results of independent third-party survey by Great Blue Research, based in Glastonbury, CT

Consistent achievement of world-class customer service levels of 85% or more



Connecticut Water is committed to preserving our environment for current and future generations.

Protection of
**OPEN SPACE
AND WATERSHED
LANDS**

**WATER
CONSERVATION**
education and
programs

**INFRASTRUCTURE
INVESTMENTS** to
reduce systems
water loss

**SUSTAINABLE
DESIGN** of
buildings and
facilities



120 acres of watershed land purchased in 2020



pollinator planting program in place company-wide



discounted rain barrels available for customers to promote conservation



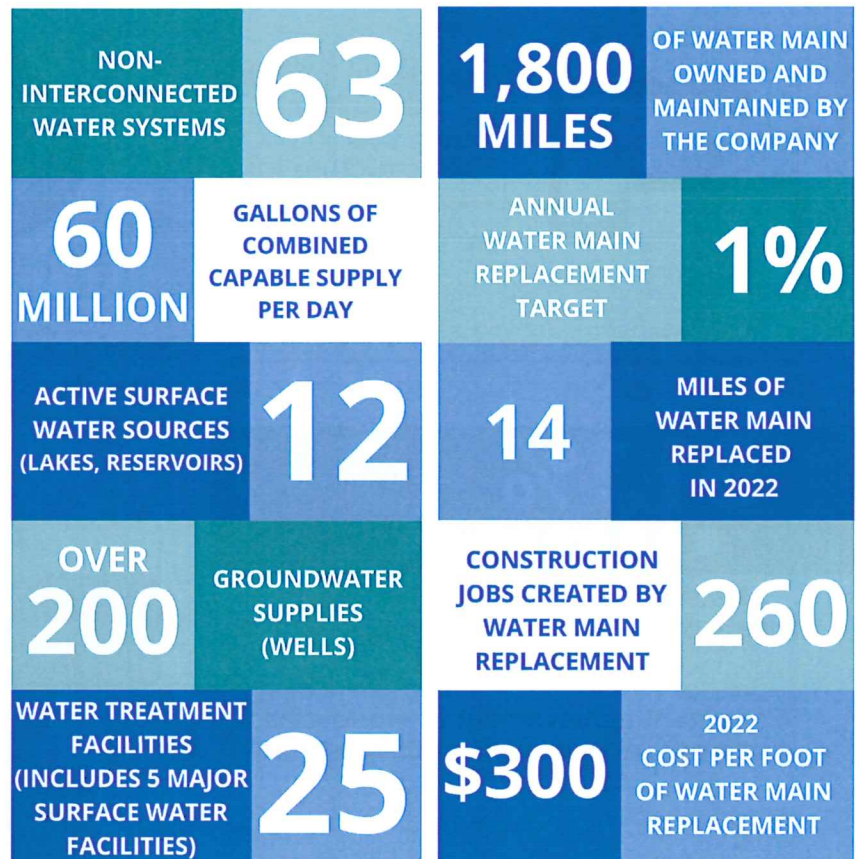
investing in solar power for clean energy and stabilized costs

RESPONSIBLE AND PRUDENT INVESTMENT IN OUR WATER SYSTEMS

Active investment in our infrastructure is **critical** to our ability to provide high-quality, reliable drinking water to current and future generations.

Postponing investments can increase risk of failure, decrease water quality, and place undue costs burdens on customers and communities, with reactive investment and repair costs higher than proactive replacement.

We are **responsible** for **ensuring decades of reliable water service**. Backed in part by the shareholders of SJW Group, Connecticut Water's national strength allows us to maintain the infrastructure needed to fulfill that responsibility.



Managing costs, while investing in **high quality, reliable water service.**

24
Hours A Day of
clean, reliable water
For About
1¢
Per Gallon

An average residential customer gets the water to meet their daily needs **for about \$2 per day.**

The rates we charge for service are approved by the Connecticut Public Utilities Regulatory Authority (PURA) after the company demonstrates our costs and what should be approved in customers' rates. Rate schedules are available at ctwater.com/rates.

Basic Service Charge This daily rate covers the cost associated with basic operation, billing and customer service.	+	Water Usage Water usage is based on the number of gallons used, multiplied by the approved rate.	+	PURA-Approved Surcharges, Fees or Credits ie: Water Infrastructure and Conservation Adjustment, Water Revenue Adjustment
---	---	--	---	--

Connecticut Water's **Water Rate Assistance Program (WRAP)** is the first program of its kind offered by a water utility in Connecticut.

Through WRAP, income-eligible customers receive a 15% reduction on their water bill.

WRAP complements our existing **H₂O Help-2-Our Customers** assistance program as well as our partnership with **Operation Fuel** and our participation in Connecticut's **Low Income Household Water Assistance Program (LIHWAP)**.

578 CUSTOMERS
enrolled in WRAP in 2022

\$180,833
LIHWAP funds benefitting **383** customers in 2022

171 CUSTOMERS
benefitted from 2022 H₂O Program

\$45,121
in customer assistance through H₂O Program in 2022

\$42,226
2022 water bill savings for WRAP customers

79 CUSTOMERS
helped through Operation Fuel in 2022

**Proudly Serving
60 Connecticut
Communities:**

Ashford
Avon
Beacon Falls
Bethany
Bolton
Brooklyn
Burlington
Canton
Chester
Clinton
Colchester
Columbia
Coventry
Deep River
Durham
East Granby
East Haddam
East Hampton
East Windsor
Ellington
Enfield
Essex
Farmington
Griswold
Guilford
Haddam
Hebron
Killingly
Killingworth
Lebanon
Madison
Manchester
Mansfield
Marlborough
Middlebury
Naugatuck
Old Lyme
Old Saybrook
Oxford
Plainfield
Plymouth
Portland
Prospect
Somers
Simsbury
South Windsor
Southbury
Stafford
Stonington
Suffield
Thomaston
Thompson
Tolland
Vernon
Voluntown
Waterbury
Westbrook
Willington
Windsor Locks
Woodstock

Working to be a **force for good** in the communities we **serve**.



6,500+ acres of open space, with hiking trails and a recreation program free to the public



Water Drop Watchers education program for 2,700+ Connecticut third graders

Connecticut's first and only utility to be named a Heart Safe Workplace



Annual employee-funded donation drives for organizations statewide

Free water for the community during emergencies or natural disasters



Connecticut Top Workplace, and CT Construction Industry Association Safe Workplace (19 years)



Over **\$10 Million** Local Property Taxes Paid in 2022



Active **Supplier Diversity Program** to increase % of spend with diverse vendors



\$120,000+ community donations, firefighter and school grants; **paid by shareholders**

