


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: July 8, 2021

SUBJECT: Agenda Information – 7/13/2021

The following is additional or summary information regarding matters on the upcoming Town Council Agenda. The numbering below follows the agenda and some routine or self-explanatory items are not discussed in this memo. As you review your packet materials, please do not hesitate to contact the appropriate staff member or me prior to the Council meeting with any questions or concerns. Often, these conversations can help staff and me be prepared for the Council meeting and be ready to facilitate a more productive and efficient meeting for everyone.

7 Resolutions/Ordinances/Policies/Proclamations

7a Resolution Approving the Natural Hazard Mitigation Plan - Council is asked to review and consider approval of the East Hampton Natural Hazard Mitigation Plan, which was produced in cooperation with the Lower Connecticut River Valley Council of Governments (RiverCOG) and is part of the regional plan. The plan identifies various types of hazards created or impacted by weather or other natural events and outlines Town vulnerabilities as well as proposed modifications that should be made. The plan, which is required by and prepared with guidance from FEMA, provides a basis for Town efforts to improve its ability to handle weather/natural events and creates eligibility for certain grants that can be used to offset costs associated with improvements. Representatives of the RiverCOG will be present to provide information on the plan and the East Hampton section. The East Hampton portion of the plan is included with this packet. The full plan and the Town-specific sections for other municipalities may be found on RiverCOG's website here: <https://www.rivercog.org/projects/natural-hazard-mitigation-plan/>.

Recommended Action: Approve the Resolution approving Natural Hazard Mitigation Plan.

7b Resolution Accepting and Authorizing Execution of a Historic Document Preservation Grant – The Council is asked to accept and approve execution of documents related to a grant in the amount of \$5,500 through the State's Historic Documents Preservation Grant Program. The funds being provided to the Town will support the purchase of additional map storage cabinets for the Town Clerk and the scanning for electronic storage and retrieval of Building and Land Use Department records.

Recommended Action: Approve the Resolution accepting and authorizing the grant.

9 New Business

9a Police Department General Order Updates regarding Use of Force and Youth Investigations –

The Council is asked to consider and approve updates to these two policies to reflect updates in State Law no longer requiring the filing of a Use of Force report when an Officer uses a firearm to destroy a sick or injured animal. The modifications to the Youth Investigations policy implements changes in state requirements related to the elimination of certain procedures regarding youth and families. The changes are briefly described in Chief Woessner's memorandum included in the meeting packet and the full policies showing the changes are included as well. Chief Woessner will present information on the changes.

Recommended Action: Approve the updated Policies.

9b Consideration of a Collective Bargaining Agreement with the NAGE group – The Council is asked to review and consider approval of the collective bargaining agreement with members of the NAGE union, which represents employees in the Department of Public Works, Library and Town Hall. The proposed agreement would be effective July 1, 2021 through June 30, 2024.

Recommended Action: Approve the Agreement.

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

Town of East Hampton
Town Council Regular Meeting
Tuesday, June 22, 2021
Town Hall Council Chambers and Zoom

MINUTES

Present: Chairman Pete Brown, Vice Chairman Dean Markham, Council Members Tim Feegel, Derek Johnson, Barbara Moore, Mark Philhower and Kevin Reich and Town Manager David Cox

Call to Order

Chairman Brown 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. Moore, seconded by Mr. Reich, to adopt the agenda as written. Voted (7-0)

Public Hearing

Neighborhood Assistance Act Application for Epoch Arts

The CT Neighborhood Assistance Act is a tax credit program designed to provide funding for municipal and tax-exempt organizations by providing a corporation business tax credit for businesses who make cash contributions to these entities.

Linda Schroth, 47 Spellman Point Road and Chairperson of the Epoch Arts Board of Directors spoke in support of the application and appreciates the Council's consideration of the application.

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

Approval of Minutes

A motion was made by Mr. Reich, seconded by Mr. Johnson, to approve the minutes of the Town Council Regular Meeting of June 8, 2021 as written. Voted (7-0)

Public Remarks

None

Presentations

None

Bids & Contracts

None

Resolution/ Ordinances/ Policies/ Proclamation

Resolution Authorizing a Lease-Purchase Financing to Finance Acquisition of Two Pierce Fire Tankers and Related Equipment

Mr. Cox provided an overview of the resolution and financing information. The resolution will be included with the minutes filed in the Town Clerk's Office.

A motion was made by Mr. Reich, seconded by Mr. Johnson, to approve the resolution authorizing a lease-purchase financing for the acquisition of two Pierce fire tankers and related equipment as presented. Voted (7-0)

Police Department General Orders

1) Biased Based Profiling

2) Pursuit Policy

Police Chief Dennis Woessner provided an overview of the minor updates to the two General Orders.

A motion was made by Mr. Reich, seconded by Mr. Philhower, to approve General Order 1.9 Bias Based Profiling and General Order 3.6 Pursuit Policy as presented. Voted (7-0)

Continued Business

None

New Business

Discussion & Possible Approval of Epoch Arts Neighborhood Assistance Act Project

Mr. Johnson informed the Council that he is on the Epoch Arts Board of Directors and would be recusing himself from this item on the agenda.

The CT Neighborhood Assistance Act is a tax credit program designed to provide funding for municipal and tax-exempt organizations by providing a corporation business tax credit for businesses who make cash contributions to these entities.

A public hearing was held for this item earlier in this meeting.

A motion was made by Mr. Markham, seconded by Ms. Moore, to approve the submission of paperwork for the Epoch Arts 2021 Neighborhood Assistance Act project to the State of Connecticut. Voted (6-0). Mr. Johnson recused himself from this vote.

Discussion & Possible Approval of RFQ for Water System Evaluation & Design

Mr. Cox provided an overview of the RFQ for Water System Evaluation & Design. This RFQ seeks a qualified engineering firm to assist the Town in determining a course of action, preparing preliminary designs and providing assistance with funding applications for Town water system enhancements and expansions. One correction will be made in the RFQ on page 4, paragraph 3 – 500,000 will be changed to 700,000. The RFQ process will follow a qualifications-based selection as required by the State.

A motion was made by Mr. Johnson, seconded by Ms. Moore, to approve the RFQ for Water System Evaluation and Design as amended above. Voted (7-0)

Town Manager Report

Mr. Cox provided an overview of his written report which will be included with the minutes filed in the Town Clerk's Office.

Mr. Cox also provided an update on the lake. Last week the Health department issued an advisory for the lake due to an algae bloom. It was not near the swim area and the toxicology report indicated

that it was not the type of cyanobacteria that causes severe problems. It was most likely due to the major rain and the heat. A BioBlast treatment has been started.

The paving on Route 196 should be completed in another day. They are done with the Village Center area and Summit Street should be completed on Wednesday. It only needs striping. After this area they will move over to Young Street toward Route 151.

Chip sealing in the White Birches has been delayed until after July 4th.

The bricks in the Village Center that were undermined during the heavy rainstorm have been collected and are being stored at Public Works. The Director of Public Works will review the area and work on a new project to re-set the bricks that were washed out and possibly re-set the bricks in the other areas of the Village Center. Temporarily there will be asphalt where the bricks originally were set.

Appointments

None

Tax Refunds

A motion was made by Mr. Philhower, seconded by Ms. Moore, to approve tax refunds in the amount of \$954.78. Voted (7-0)

Public Remarks

None

Communications, Correspondence & Announcement

None

Executive Session

1) Potential Purchase of Property

2) Discussion of Town Manager Performance Evaluation

A motion was made by Mr. Reich, seconded by Mr. Johnson, to enter Executive Session at 7:16pm. Voted (7-0). Mr. Cox will attend Executive Session for the first item.

Note – no action other than Adjournment will be taken following Execution Session.

Executive Session ended at 7:55pm.

Adjournment

A motion was made by Mr. Reich, seconded by Ms. Moore, to adjourn the meeting at 7:55pm. Voted (7-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk

A RESOLUTION CONCERNING THE 2021 LOWER CONNECTICUT RIVER VALLEY HAZARD MITIGATION PLAN UPDATE DATED MAY 2021

For the purpose of adopting the Regional Hazard Mitigation Plan as required by the Federal Emergency Management Agency in order to be eligible for certain Federal assistance for any natural hazards.

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, at 42 U.S.C. § 5165, and 44 CFR Part 201.6 of the Federal Disaster Mitigation Act of 2000, require the municipalities to adopt a mitigation plan in order to be eligible for grants to implement certain mitigation projects; and

WHEREAS the Lower Connecticut River Valley Council of Governments (RiverCOG) municipalities have experienced past flooding and other natural hazard events that pose risks to public health and safety, may cause serious property damage, and a plan is needed to address the results of these events: and

WHEREAS the planning process fostered by the Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, and set forth by the Federal Emergency Management Agency, offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future impacts of such hazards; and

WHEREAS the State of Connecticut has provided federal Hazard Mitigation Assistance program funds to support development of the mitigation plan; and

WHEREAS a Hazard Mitigation Plan (the “Plan”) has been updated by the Hazard Mitigation Planning Committee and staff from RiverCOG and 15 of its municipal members, including the Town of East Hampton; and

WHEREAS the Hazard Mitigation Plan recommends several mitigation actions that will help minimize and reduce safety threats and damage to private and public property; and

WHEREAS a public meeting was held on July 13, 2021, to present the Plan and proposed mitigation actions and to solicit questions and comments.

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of East Hampton, Connecticut, that the Hazard Mitigation Plan, including Volume I and the annex for our municipality, is hereby adopted.

BE IT FURTHER RESOLVED that the municipal offices identified in the Plan are hereby directed to pursue implementation of the recommended priority actions that are assigned to their agencies.

BE IT FURTHER RESOLVED that any action proposed in the Plan shall be subject to and contingent upon budget approval, if funding is required, and this resolution may not be interpreted so as to mandate any such appropriations.

BE IT FURTHER RESOLVED that the Department of Public Works is designated to coordinate with other offices and entities and shall periodically report on the activities, accomplishments, and progress, and shall prepare a progress report as required by the Federal Emergency Management Agency.

Adopted this 13th day of July, 2021.

APPROVED:
TOWN COUNCIL

ATTEST

James Brown, Chairperson

Kelly Bilodeau, Town Clerk



LOWER CONNECTICUT RIVER VALLEY COUNCIL OF GOVERNMENTS
HAZARD MITIGATION PLAN 2020 UPDATE

TOWN OF EAST HAMPTON MUNICIPAL ANNEX

TOWN OF EAST HAMPTON ANNEX

UPDATED FOR THE 2020 HAZARD MITIGATION PLAN

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1.0 Point of Contact

1.1 Town of East Hampton

Matthew Walsh, Public Works Director

One Public Works Drive

East Hampton, CT 06424

T: 860-267-4747

E:

1.1.1 East Hampton Local Planning Team

The following representatives listed in Table 1-1 participated in meetings and provided input, data, and council toward the development of Volume 1 and this East Hampton, Connecticut Annex.

Table 1-1. East Hampton Planning Team

Name	Title
Dennis Woessner	Police Chief
Jeremy DeCarli	Planning and Zoning
Matt Walsh*	Director of Public Works
Richard Klotzbier	Fire Marshal/EMD
Russell Melmed	Director of Health

**Local Coordinator*

1.2 Lower Connecticut River Valley Council of Governments

Margot Burns – Environmental Planner

RiverCOG

145 Dennison Rd.

Essex, CT 06426

T: (860) 581-8554 x 702

E: mburns@rivercog.org

2.0 Jurisdiction Profile

2.1 Town of East Hampton Profile

Originally incorporated as Chatham in 1767, the town included a portion of what is now Portland, which split off in 1841. An act of the Connecticut General Assembly changed the name to East Hampton in 1915.

The Town of East Hampton is located on the eastern bank of the Connecticut River in central Connecticut, approximately 20 miles southeast of Hartford and 12 miles east of downtown Middletown. East Hampton is in Middlesex County and is one of seventeen-member municipalities served by the Lower Connecticut River Valley Council of Governments (RiverCOG). Figure 2-1 shows the location and boundaries of East Hampton.

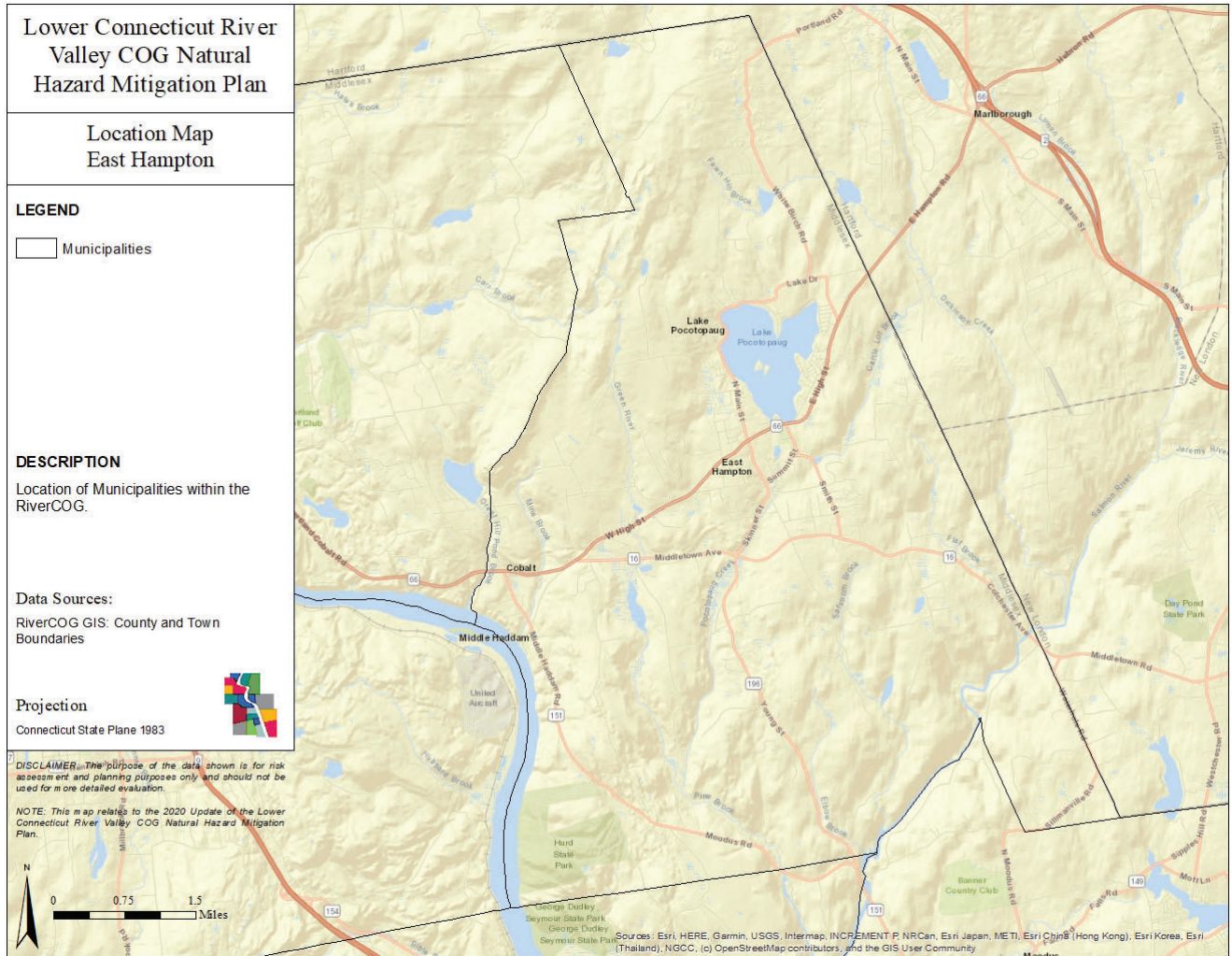


Figure 2-1. East Hampton Location Map

The center of East Hampton is commonly identified as the area along Route 66, whereas the “village center” is offset slightly to the south. Together, these areas comprise the most densely developed part of East Hampton.

East Hampton's topography is dominated by numerous hills interspersed with streams, valleys, and wetland areas. Elevations range from a height of 916 feet above sea level on Meshomasic Mountain (part of the Bald Hill Range in the northwest corner of Town) to as low as 10 feet along the Connecticut River and the southern end of the Salmon River in the southeast corner of Town. Steep slopes (>15%) are scattered throughout the Town, with concentrations in the Middle Haddam/Cobalt area as well as along the eastern Town boundary near Route 66. Notwithstanding the variation in topography, the Town's character is dominated by Lake Pocotopaug. The lake is located north of Route 66 near the town center. Numerous residential developments surround the lake. The lake is a significant recreational resource in Connecticut.

Water quality protection is one of the highest priorities in the July 1, 2016 Plan of Conservation and Development (POCD). The POCD also declares that the Town is dedicated to “Preserve More Meaningful Open Space” through acquisitions of land. Figure 2-3 shows land cover in East Hampton.

Lower Connecticut River Valley COG Natural Hazard Mitigation Plan

Land Cover Map
East Hampton

LEGEND

- Developed
- Turf & Grass
- Other Grasses
- Agricultural Field
- Deciduous Forest
- Coniferous Forest
- Water
- Non-Forested Wetland
- Forested Wetland
- Tidal Wetland
- Barren
- Utility Rights of Way (Forest)

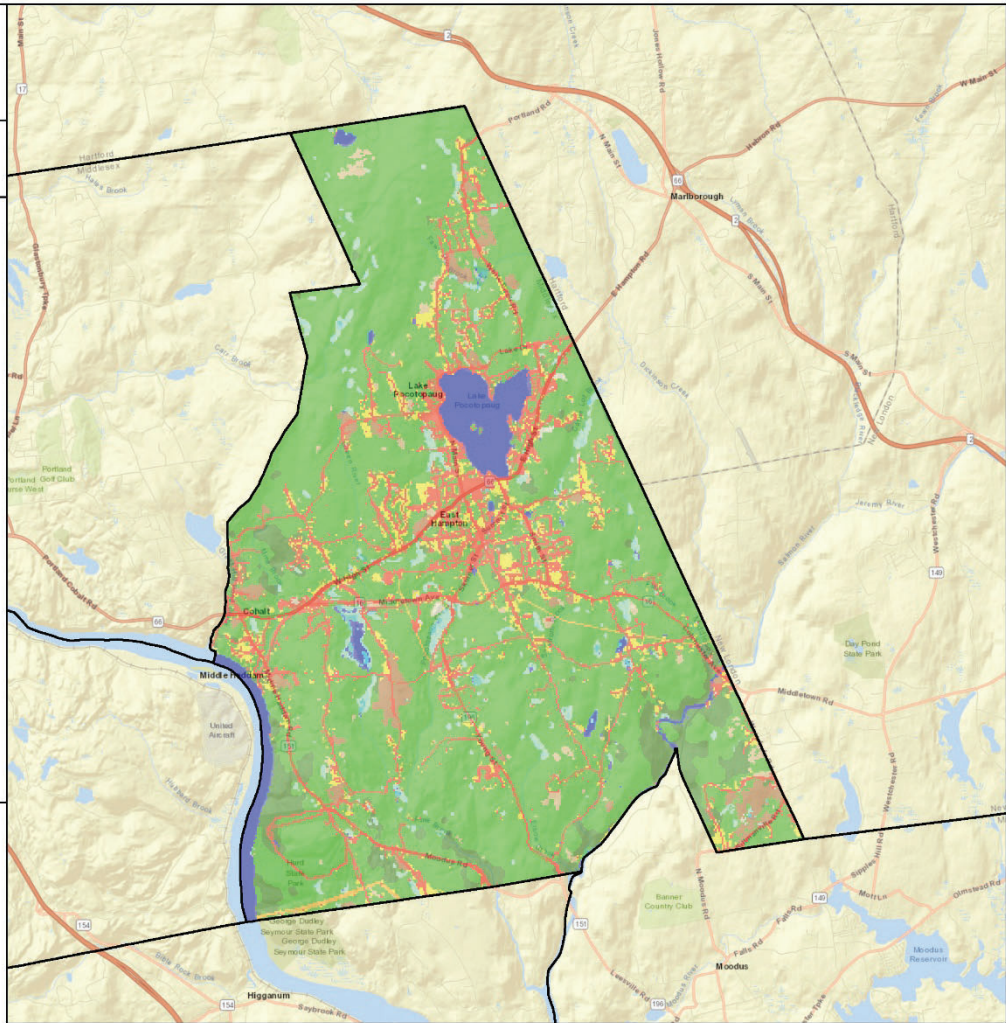
DESCRIPTION

Land Cover for Municipalities within the RiverCOG.

Data Sources:
Center for Land use Education And Research (CLEAR) 2015 Land Cover
CT DEEP Open Data Website: Town Boundaries
ESRI: World Street Basemap

Projection

Connecticut State Plane 1983



DISCLAIMER: The purpose of the data shown is for risk assessment and planning purposes only and should not be used for more detailed evaluation.

NOTE: This map relates to the 2020 Update of the Lower Connecticut River Valley COG Natural Hazard Mitigation Plan.



Figure 2-2. East Hampton Land Cover

The 2010 Census reported a town population of 12,959 people which represents a 2.9% decrease from 2000. A 2018 estimate predicts a population drop by less than one percent to 12,854. Figure 2-4 provides demographic data for East Hampton.

East Hampton, Connecticut

CERC Town Profile 2019 *Produced by Connecticut Data Collaborative*

Town Hall
20 East High Street
East Hampton, CT 06424
(860) 267-4468

Belongs To
Middlesex County
LMA Hartford
Lower CT River Valley Planning Area



Demographics

Population				Race/Ethnicity (2013-2017)										
	Town	County	State		Town	County	State							
2000	13,352	155,071	3,405,565	White Non-Hisp	11,598	138,523	2,446,049							
2010	12,959	165,676	3,574,097	Black Non-Hisp	181	8,046	350,820							
2013-2017	12,890	164,110	3,594,478	Asian Non-Hisp	335	4,780	154,910							
2020	13,757	170,518	3,604,591	Native American Non-Hisp	55	156	5,201							
'17 - '20 Growth / Yr	2.1%	1.3%	0.1%	Other/Multi-Race Non-Hisp	228	2,993	84,917							
				Hispanic or Latino	493	9,612	551,916							
	Town	County	State	Poverty Rate (2013-2017)										
Land Area (sq. miles)	36	369	4,842		Town	County	State							
Pop./Sq. Mile (2013-2017)	362	444	742		5.7%	7.2%	10.1%							
Median Age (2013-2017)	46	45	41	Educational Attainment (2013-2017)										
Households (2013-2017)	4,941	66,599	1,361,755		Town	State								
Med. HH Inc. (2013-2017)	\$99,104	\$81,673	\$73,781	High School Graduate	2,412	26%	673,582 27%							
	Town		State	Associates Degree	1,039	11%	188,481 8%							
Veterans (2013-2017)	1,042		180,111	Bachelors or Higher	3,634	39%	953,199 38%							
Age Distribution (2013-2017)														
	0-4		5-14		15-24		25-44		45-64		65+		Total	
Town	505	4%	1,720	13%	1,279	10%	2,755	21%	4,666	36%	1,965	15%	12,890	100%
County	7,042	4%	17,570	11%	20,717	13%	36,566	22%	52,019	32%	30,196	18%	164,110	100%
State	186,188	5%	432,367	12%	495,626	14%	872,640	24%	1,031,900	29%	575,757	16%	3,594,478	100%

Figure 2-3. Town of East Hampton Demographics - Published on *Town of East Hampton CT*
(Source: <https://s3-us-west-2.amazonaws.com/cerc-pdfs/2019/East-Hampton-2019.pdf>)

2.2 Government Style

The East Hampton form of government is Town Council with a Town Manager.

2.3 Development Trends

Development in East Hampton is occurring at a steady, moderate rate. Most development in East Hampton occurs on ridges and hills, rather than in valleys where flood risks exist. Hampton Woods (partially built), Belltown Place (not developed), and Edgewater Hills are ongoing residential development projects that fit this pattern. The Edgewater Hills development is undergoing a slow buildout. Town staff report that a handful of other minor subdivision projects are underway. Redevelopment of nonresidential properties in the village center is also underway as properties become vacant or available.

2.4 Specific Hazard Concerns

East Hampton is vulnerable to many types of natural hazards. Flooding is by far the most significant natural hazard with the potential to do harm to people, places, and property and to cause financial losses. The second greatest threat is from hurricanes. The information below is intended to supplement the hazard specific analysis completed in Section 2, of Volume 1 of this plan.

2.4.1 Flooding

While flooding occurs in East Hampton, it is typically limited to floodplains and other known flood areas and does limited damage to private property. NFIP losses for East Hampton have historically been very low. Flash flooding is a greater concern than riverine flooding.

An emerging challenge identified by East Hampton is the deterioration of metal culverts throughout the town, making the town’s roads vulnerable to flood events. State owned roads running through town are also a concern; these roads have historically flooded frequently, causing local traffic problems.

Spring flooding events threaten the Connecticut River. Fortunately, most of the structures along the River are on high ground. Of concern for the town is the series of three dams in sequence along the Pocotopaug Creek, corridor from Pocotopaug Lake downstream. The Town does not have control over operation of the dams and is concerned about risks associated with the dams. Pocotopaug Lake Dam is typically opened and closed without input from the Town. This can potentially lead to conflicts in water management. For example, Town staff report that a canoe was stuck in the dam several years ago.

The Town is concerned about leakage through Bevin Pond dam in the Village Center. This dam is one of the three located along the creek.

2.4.2 Dam Breach

The Connecticut Department of Environmental Protection (CT/DEEP) dam inventory shows 26 dams in East Hampton. Of those 26 dams, four have unclassified hazards, 11 are low hazard, nine are moderate hazard and two are rated as Significant Hazard Dams. There are no high hazard rated dams in East Hampton. There are no municipally owned dams in East Hampton. Dam locations are shown in Figure 2-5.

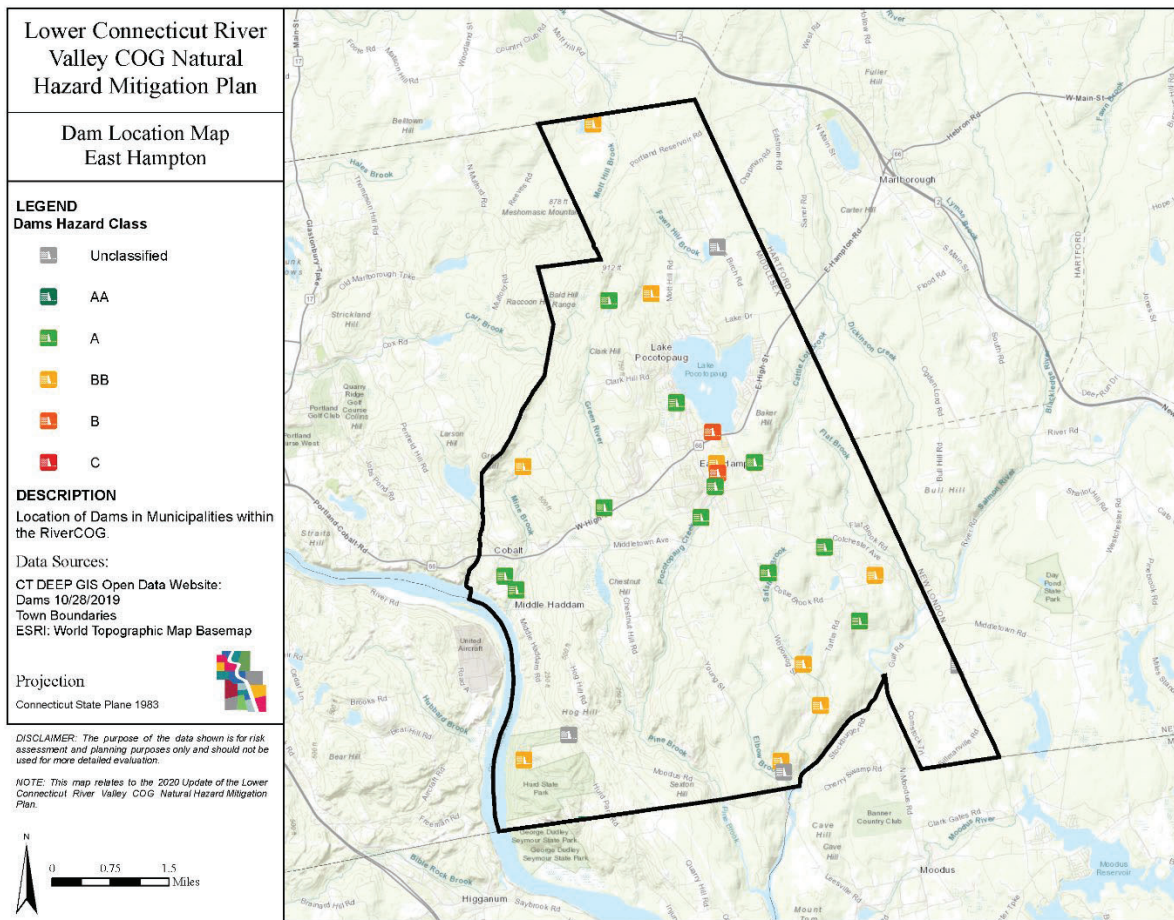


Figure 2-4. Location East Hampton Dams

Of concern for the town is the series of three dams in sequence along the Pocotopaug Creek, corridor from Pocotopaug Lake downstream. The Town does not have control over operation of the dams and is concerned about risks associated with them. Pocotopaug Lake Dam is typically opened and closed without input from the Town. This can potentially lead to conflicts in water management. For example, Town staff report that a canoe was stuck in the dam several years ago.

The Town is concerned about leakage through Bevin Pond dam in the Village Center. This dam is one of the three located along the creek. The 11 moderate and significant hazard dams are shown in Table 2-1. A full list of dams in East Hampton is included in Appendix B.

Table 2-1. DEEP Inventory of Registered and Recorded Dams in East Hampton

CT Dam #	Dam Name	Hazard Class	Owner
4204	ARTISTIC WIRE COMPANY POND DAM	B-Significant	ANDERSON, TRUSTEES
4206	LAKE POCOTOPAUG DAM	B-Significant	Pocotopaug Water Power Company
4201	BEVINS POND	BB-Moderate	BEVIN BROTHERS MANUFACTURING COMPANY
4209	NELSON GUSTINE DAM	BB-Moderate	NELSON GUSTINE
4211	MARKHAM POND	BB-Moderate	BELLTOWN SPORTSMANS CLUB INC.
4212	WOPOWOG POND	BB-Moderate	MURRAY OSTRAGER
4213	HURD PARK POND	BB-Moderate	Connecticut DEEP
4214	STATE PARK POND	BB-Moderate	Connecticut DEEP
4217	WALLIEN POND	BB-Moderate	DIRK BEKER
4220	CAMP RAMAH UPPER POND	BB-Moderate	Connecticut DEEP
4222	DEL REEVES ROAD DAM	BB-Moderate	Connecticut DEEP

2.4.3 Winter Weather

Heavy snowfall, ice storms, and extreme cold can immobilize an entire region. Areas that normally experience mild winters can experience a major snowstorm or extreme cold. Winter storms can result in flooding, storm surge, closed highways, blocked roads, downed power lines and hypothermia in people. Blizzards can also come without much warning and leave the area with significant snowfall totals making clean-up difficult. By far the greatest risk of damage (especially to utility lines) is from ice storms. Where heavy snow may be an inconvenience, a severe ice storm can cause major damage to trees, power lines and create hazardous driving conditions. A major ice storm could bring down trees impeding emergency services access to requests for assistance. Special needs people such as those who rely on oxygen machines are vulnerable to loss of power. People with other special needs also may need to go to the nearest open shelter. Snowstorms do regularly occur; but the losses are not as catastrophic as the losses associated with flooding and hurricanes. Falling trees and limbs during storm events is a problem in East Hampton, as it is in many of Connecticut’s towns. There are many ash trees killed by the Emerald Ash Borer, and many oak trees damaged by Gypsy Moth caterpillars, located along roads. This is a concern relevant to hurricanes and tropical storms, summer storms, and winter storms.

2.4.4 Hurricanes and Tropical Storms

Hurricanes are one of the most threatening natural hazards facing East Hampton. Although hurricanes affecting Connecticut typically have a more severe impact along the shoreline, the inland areas can experience significant damage as well. Hurricanes with heavy rain and strong winds are possible as well. A consequence of Hurricanes and Tropical Storms is long-term power outages. After both Tropical Storm Irene and Hurricane Sandy, fallen trees tore down wires and poles, causing week long power outages in some cases. Tropical Storm Irene caused over 800,000 power outages statewide while Hurricane Sandy caused over 600,000 outages. Falling trees and limbs during storm events is a problem in East Hampton, as it is in many of Connecticut's towns. There are many ash trees killed by the Emerald Ash Borer, and many oak trees damaged by Gypsy Moth caterpillars, located along roads. This is a concern relevant to hurricanes and tropical storms, summer storms, and winter storms.

2.4.5 Wildland Fire

East Hampton occasionally experiences small brush fires, which are quickly contained. The area of the Village Center relies on the pond located in the Village Center (Bevin Pond) for fire suppression; this pond is experiencing sedimentation and the Town is concerned about leakage through its dam. The dam must be managed, and the pond dredged to ensure the pond continues to be usable for fire protection.

2.4.6 Tornado and Microbursts

Areas of East Hampton are forested and therefore susceptible to a heavy limb clearing during a Tornado or microburst. East Hampton has experienced an EF3 Tornado event on August 21, 1951 which resulted in a total of 8 injuries to residents. This was the worst recorded Tornado in the history of the RiveCOG region. Tornadoes, though rare, do occur and cause a considerable amount of damage to the area touched by them. Microbursts are nearly impossible to predict and are dangerous. Research has determined that microbursts are much more common and occur much more frequently than had previously been thought. Falling trees and limbs during storm events is a problem in East Hampton, as it is in many of Connecticut's towns. Located along roads are many ash trees killed by the Emerald Ash Borer, and many oak trees damaged by Gypsy Moth caterpillars.

2.4.7 Drought

Unlike floods, hurricanes and earthquakes, droughts rarely pose an immediate threat to life and property. Instead, drought causes economic hardship through failed crops, loss of livestock and increased expenses and/or lost revenue for water dependent businesses. In addition, drought can have health consequences, especially when ground water quality degrades or becomes unavailable to residences using wells. Municipalities and water companies often ask for the public's help in conserving water during dry periods to prevent the depletion of water supplies.

Droughts also increase the risk of wildfires. Large forest in the region include the: Salmon River State Forest, a forest encompassing nearly 6,000 acres located in the neighboring towns of Hebron, Marlborough Colchester and, East Haddam as well as East Hampton; the Meshomasic State Forest, encompassing 9,118 acres in Portland and East Hampton; and Hurd State Park, nearly 1,000 acres in East Hampton and East Haddam The threat of wildfires for people living near wild land areas or using recreational facilities in wilderness areas is real. Dry conditions at various times of the year increase the potential for wildfires.

2.4.8 Extreme Heat and Climate Change

Extreme heat and heat waves are a possibility during the summer months, particularly between June and August. The elderly in homes without air conditioning are vulnerable. Town officials have identified cooling centers for those desiring a place to go to cool off.

Blue/green algae has required closure of Pocotopaug Lake in the past and is still a recurring threat. Health impacts are possible and economic losses indirectly occur as a result of closures. It is expected that this impact will increase with rising temperatures due to climate change. The spread of mosquito-borne illnesses is another concern for

the Town; in recent years, cancellation of outdoor events to mitigate the spread of Eastern Equine Encephalitis (EEE) has caused economic losses.

2.4.9 Earthquake

The entire town could be affected by an earthquake in this region; however, impacts could vary locally.

In East Hampton and the surrounding region, recorded impacts have been limited to shaking to the extent that things were knocked off shelves and people were alarmed. Structural damage has been limited to building components such as chimneys and buildings in poor repair; but failing structures have caused property damage in nearby towns.

3.0 Hazard Risk

3.1 Historical Events

Table 3-1 lists presidentially declared disaster events that have impacted East Hampton since 2010. Preliminary Damage Assessment figures are based on Public Assistance applications, and include losses reported by the Water Pollution Authority and East Hampton Housing Authority.

Table 3-1. Presidentialy Declared Natural Hazard Events.

Type of Event	Date	Preliminary Damage Assessment
Flood Event (DR-1904)	4/23/2010	\$37,514.95
Severe Storm - Snow (DR-4046)	11/17/2011	\$60,564.28
Hurricane Event (DR-4023)	09/02/2011	\$179,912.21
Hurricane Event (DR-4087)	10/30/2012	\$63,788.09
Winter Weather Event (DR-4106)	03/21/2013	\$172,584.44

3.2 Recent Events

- The most recent flood event of note in East Hampton occurred in September 2018 during a flood that affected most of Connecticut from the Fairfield area east-northeastward to the Lebanon area. During this event flooding was limited mostly to floodplains and other areas where flooding is expected. Some basements were flooded, and a few road washouts were experienced on town roads and Route 151.
- The Town did not find it necessary to submit Public Assistance (PA) reimbursement requests following the 2018 flood.
- The Town did not find it necessary to submit PA reimbursement requests following the 2015 winter storm.
- Microbursts, wildfires, and other geographically unique hazard events have not occurred in recent years.
- High wind and snow events have occurred as usual in recent years.

Total PA reimbursements (1998 – 2019) to the community were as follows:

- Flood Events: \$37,515 (\$1,786 annually)
- Hurricane (Wind) Events: \$246,950 (\$11,760 annually)
- Winter (Snow) Storm Events: \$360,7111 (\$17,177 annually)

These are summarized in Table 3-2, Table 3-3, and Table 3-4.

Table 3-2. Flood Event PA Reimbursements, East Hampton.

Incident	Mar-May 2010
Declaration	4/23/2010
Disaster No.	1904
Entity	FEMA PA Reimbursement
State	\$
Municipal	\$
Nonprofit	\$
Total	\$37,515
Annualized	\$1,786

Table 3-3. Hurricane Wind Event PA Reimbursements, East Hampton.

Incident	Aug-Sep 2011 (T.S. Irene)	Oct-Nov 2012 (SuperStorm Sandy)
Declaration	9/2/2011	10/30/2012
Disaster #	4023	4087
Entity		
State	\$	\$
Municipal	\$	\$
Nonprofit	\$	\$
Total	\$179,912	\$63,788
Annualized	\$8,567	\$3,038

Table 3-4. Winter Storm PA Reimbursements, East Hampton.

Incident	Oct 2011	Feb 2013
Declaration	11/17/2011	3/21/13
Disaster #	4046	4106
Entity	FEMA PA Reimbursement	
State	\$	\$
Municipal	\$	\$
Nonprofit	\$	\$
Total	\$60,564	\$172,584
Annualized	\$2,884	\$8,218

3.3 Hazard Risk Ranking

East Hampton participated in the regional hazard ranking conducted by the Hazard Mitigation Planning Team. Table 3-5 shows the scoring for the various ranking parameters that were used. The probability of each hazard is determined by assigning a level, from unlikely to highly likely, based on the likelihood of occurrence from historical data. The total impact value includes the affected area, primary impact, and secondary impact levels of each hazard. Each level's score is reflected in the matrix. The total score for each hazard is the probability score multiplied by its importance factor times the sum of the impact level scores multiplied by their importance factors. Based on this total score, the hazards are separated into three categories based on the hazard level they pose to the communities: Significant, Moderate, Limited.

Table 3-5. Hazard Rankings.

Probability	Importance	2.0
<i>Based on estimated likelihood of occurrence from historical data</i>		<u>Score</u>
Unlikely (Less than 1% probability in next 100 years or has a recurrence interval of greater than every 100 years.)		1
Somewhat Likely (Between 1 and 10% probability in next year or has a recurrence interval of 11 to 100 years.)		2
Likely (Between 10 and 100% probability in next year or has a recurrence interval of 10 years or less.)		3
Highly Likely (Near 100% probability in next year or happens every year.)		4

Affected Area	Importance	0.8
<i>Based on size of geographical area of community affected by hazard</i>		<u>Score</u>
Isolated		1
Small		2
Medium		3
Large		4

Primary Impact	Importance	0.7
<i>Based on percentage of damage to typical facility in community</i>		<u>Score</u>
Negligible - less than 10% damage		1
Limited - between 10% and 25% damage		2
Critical - between 25% and 50% damage		3
Catastrophic - more than 50% damage		4

Secondary Impacts	Importance	0.5
<i>Based on estimated secondary impacts to community at large considering economic impacts, health impacts, and crop losses</i>		<u>Score</u>
Negligible - no loss of function, downtime, and/or evacuations		1
Limited - minimal loss of function, downtime, and/or evacuations		2
Moderate - some loss of function, downtime, and/or evacuations		3
High - major loss of function, downtime, and/or evacuations		4

Survey Score	Importance	1.0
Survey Score = (Survey Rating / 3) x 10 where:		
Survey Rating is the average rating of concern based on a scale of 1 (low concern) to 3 (high concern) compiled from the survey responses.		

Total Score = (Probability x Impact) + Survey Score, where:
Probability = (Probability Score x Importance)
Impact = (Affected Area + Primary Impact + Secondary Impacts), where:
Affected Area = Affected Area Score x Importance
Primary Impact = Primary Impact Score x Importance
Secondary Impacts = Secondary Impacts Score x Importance

Hazard Planning Consideration	Total Score Range
Limited	0 - 26
Moderate	26.1 - 50
Significant	50.1 - 74

3.4 Potential Impacts of Hazards

Table 3-6 shows the results of the regional hazard ranking. East Hampton endorsed the ranking, with the caveat that droughts are of higher concern to East Hampton than to the rest of the region.

Table 3-6. Summary of Potential Hazard Impacts.

Hazard Type and Methodology		Probability	Impact			Survey Rating	Survey Score	Total Score	Hazard Planning Consideration
			Affected Area	Primary Impact	Secondary Impacts				
Winter Storms (Snow, Ice, Wind, including Nor'easters)	Historic analysis for probability and annualized damages	4	4	1	3	3	10	50.80	Significant
Flood (Riverine, Drainage, Coastal Surge, Sea Level Rise - includes flooding from Nor'easters)	Hazus, SLR Overlay, FS Model Overlay, Historic data and damages for additional probability	3	3	2	3	3	10	43.60	Significant
Severe Weather (thunderstorms, downbursts, hail, lightening)		4	2	1	2	2	7	33.87	Significant
Extreme Heat and Cold	Qualitative based on historic	3	4	1	1	1	3	25.53	Limited
Hurricanes	Hazus for wind	2	4	3	3	2	7	35.07	Significant
Tornadoes	Historic analysis for probability and annualized damages - pulling in surrounding counties	2	1	4	2	2	7	30.27	Moderate
Earthquakes	Hazus, 3 scenarios	1	4	4	4	1	3	20.93	Limited
Drought	Historic analysis for probability and annualized damages - some qualitative	2	3	1	1	1	3	18.13	Limited
Wildfire	Historic analysis for probability and	2	2	1	1	1	3	14.13	Limited

Hazard Type and Methodology		Probability	Impact			Survey Rating	Survey Score	Total Score	Hazard Planning Consideration
			Affected Area	Primary Impact	Secondary Impacts				
	annualized damages								
Tree Disease - in "Other Hazards Category"	Research based, mostly qualitative, supplemented by municipal figures, recommend survey for further analysis	3	3	1	2	3	10	38.40	Significant
Invasive Species - in "Other Hazards Category"	Mostly qualitative	3	2	1	1	1	3	26.73	Limited

3.5 National Flood Insurance Program (NFIP) Participation

East Hampton participates in the NFIP and commits to adhere by the rules and regulations in order to continue being NFIP compliant. East Hampton’s initial Flood Hazard Boundary Map (FHBM) was adopted 11/29/1974, and its initial Flood Insurance Rate Map (FIRM) and entry into the NFIP was April 1, 1982. The current active FIRM is dated 2/6/2013. Overall, the NFIP has 15 policies in force in East Hampton, with paid losses to date totaling \$51,594.

3.5.1 Repetitive Loss Property Detail

Since entering the NFIP in 1979, one residential property has been listed as a Repetitive Loss Property (RLP) along an inland stream. That property has had six claims totally approximately \$43,000.

4.0 Capability Assessment

4.1 Critical Facilities

The Town Hall was relocated to its current location in 2020; the previous building has been sold and is no longer a critical facility. The Town has also moved its Police Department Headquarters and Emergency Operations Center (EOC) into the new Town Hall facility. The EOC had previously been housed within a fire house. The East Hampton Middle School has a portable generator stationed on-site. The sewer pumping stations in East Hampton are all in the process of being fitted with generators. The location of critical facilities within the Town of East Hampton is shown in Figure 4-1.

Lower Connecticut River Valley COG Natural Hazard Mitigation Plan

**Critical Facility Location Map
East Hampton**

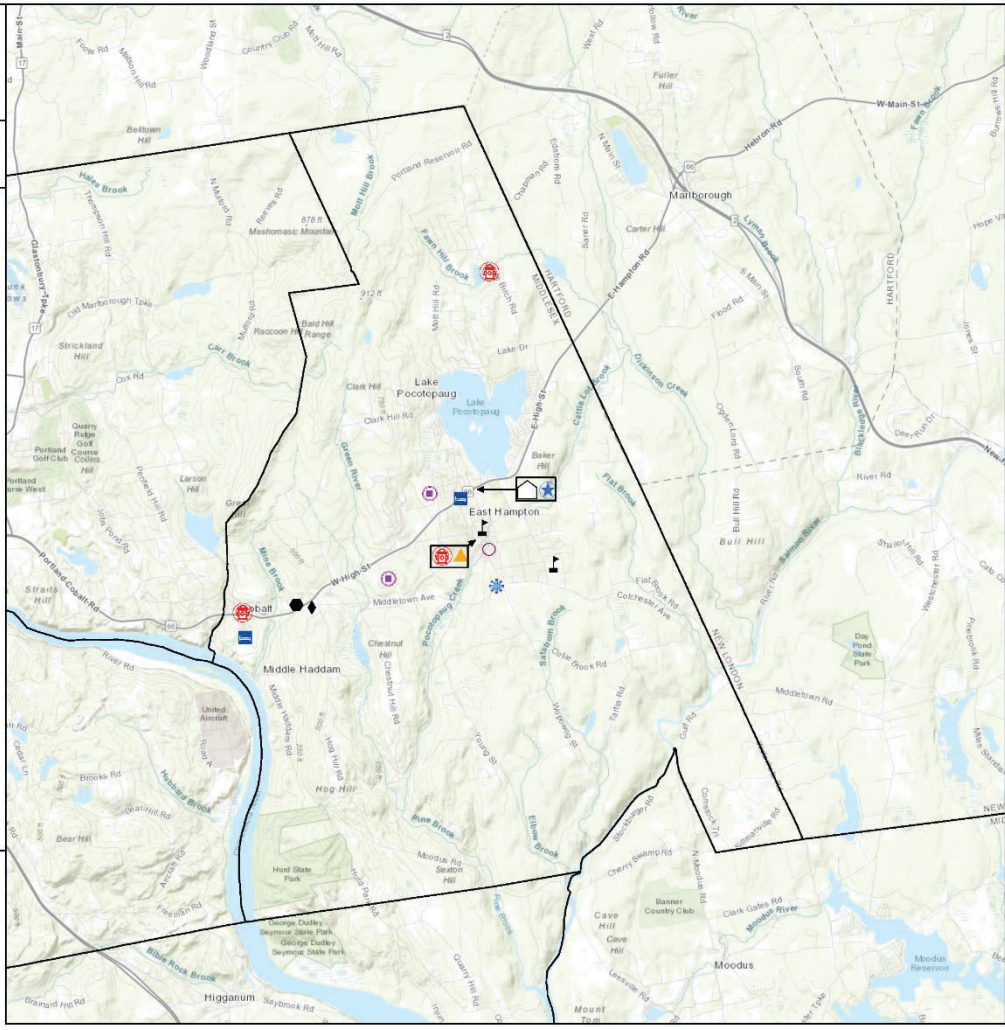
LEGEND

- Care Facility
- Comfort Station
- EMS
- Health Dept
- Public Works
- Shelter
- Emergency Operations Centers
- Fire Stations
- Police Stations
- Schools
- Town Halls
- Nursing Homes

DESCRIPTION
Critical Infrastructure for Municipalities within the RiverCOG.

Data Sources:
Critical Facilities: DAS, Supplemented with Local Data
CT DEEP Open Data Website: Town Boundaries
ESRI: World Topographic Basemap

Projection
Connecticut State Plane 1983



DISCLAIMER: The purpose of the data shown is for risk assessment and planning purposes only and should not be used for more detailed evaluation.

NOTE: This map relates to the 2020 Update of the Lower Connecticut River Valley COG Natural Hazard Mitigation Plan.

0 0.75 1.5 Miles

Figure 4-1. Location of Critical Facilities in East Hampton

Public and private utility facilities are vital to maintaining or restoring normal services to areas of town before, during, and after a natural disaster. Sanitary sewer service is provided throughout much of the town by the East Hampton WPCA. Many properties have private septic systems. The Town also collects and treats sewage from adjacent municipalities such as Colchester and Hebron. The Town owns and operates two small public water systems that are listed in the table below. However, the majority of the public water systems located in the town are owned and operated by companies such as Aquarion, Connecticut Water Company, and others. Electricity is provided by Eversource. Public and private utility facilities are subject to the same loss of power, potable water, communications, and accessibility as is the community they serve. Table 4-1 contains critical facilities located in East Hampton.

Table 4-1. Critical Facilities.

Facility	Type	Address	FEMA Flood Zone	Generator	Notes
Town Hall Facility <ul style="list-style-type: none"> • Town Hall • Police Department 	EOC Municipal Emergency Response	1 Community Drive	No	Yes	New building completed in 2020
East Hampton Fire, Company #1	Emergency Response	3 Barton Hill Road	No	Yes	
East Hampton Fire Cobalt Company #2	Emergency Response	366 West High Street	No	Yes	
East Hampton Fire, Company #3	Emergency Response	99 White Birch Street	No	Yes	
High School	Shelter	15 N Maple Street	No	Yes	
Middle School	Backup Shelter	19 Childs Road	No	Portable	
Public Works	Municipal	1 Public Works Dr	No	Yes	
Water Pollution Control Facility	Infrastructure	20 Gildersleeve Drive	100-year Zone A touches back of property but not the facilities	Yes	
Sewer Pumping Stations	Infrastructure	Multiple	N/A	Partial	In process: installing generators for all
Senior Center Library	Community Comfort Station	105 Main Street	100-year Zone A. Parcel and Building	Yes	
Center Elementary School	School	7 Summit Street	No	Yes	Town-owned water system
Royal Oaks	Residential	Royal Oaks Ave	No	Yes	Town-owned water system
Cobalt Health Care & Rehabilitation Center	Care Facility	29 Middle Haddam Rd	No	Yes	
Westside Manor	Care Facility	9 W High Street	No	Yes	

4.2 Municipal Capabilities

The Town of East Hampton has a variety of natural hazard mitigation capabilities, including local regulations and ordinances, operational protocols, and emergency response capabilities. Following is a list of some highlighted capabilities identified by municipal staff.

4.2.1 Regulations and Ordinances

The Town of East Hampton participates in the National Flood Insurance Program (NFIP). Section 10 of the town's Zoning Regulations defines flood plain management regulations. Section 10.8 contains provisions for flood hazard reduction.

The Zoning Regulations restrict all new construction and substantial improvements in the 1-percent annual-chance floodplain as depicted on the 2013 FEMA Flood Insurance Rate Map (FIRM). These regulations conform to both Federal and State requirements. Substantial Improvements is defined as any combination of repairs, reconstruction, alteration, or improvements to a structure taking place over a ten-year period, the cumulative cost of which equals or exceeds 50% of the market value either before the improvement or repair is started or, if the structure has been damaged, before the damage occurred. Elevated buildings must have at least one access route above the base flood elevation. The regulations prohibit all encroachments in regulated floodways.

The Subdivision Regulations require a storm drainage plan that minimizes runoff and maximizes infiltration before discharging storm water into wetlands and watercourses. If storm water discharge will overload existing downstream drainage facilities, the storm drainage plan must provide adequate retention or detention of the runoff. The regulations require the protection of natural features including those that contribute to the natural functioning of the natural drainage system. The regulations also address damaging winds as a result of severe storms; utility lines are required to be buried for new subdivisions and are encouraged for certain projects such as major road projects.

The Building Department ensures conformance with the Connecticut State Building Code including flood resistant construction and elevation certification (Section 3107).

The Inland Wetlands Agency, through its Inland Wetlands and Watercourses regulations, works toward the conservation of wetland resources through avoiding impacts from development on functional wetlands and watercourses. The Commission also seeks to restore and enhance wetlands that have been degraded.

4.2.2 Operations and Procedures

The Town has a budget of \$50,000 per year for grounds and tree maintenance; this has not always been sufficient to proactively maintain dangerous trees. The town's utility provider, Eversource, reportedly focuses attention on the town and trims areas along utilities. Utilities are mostly installed underground for new developments.

East Hampton has significant debris management capabilities and will prefer to chip branches prior to bringing them to the debris storage site at the Town transfer station. Whenever possible, Public Works examines and clears public storm drains and grates of debris during periods of rainfall, snowfall, and storms.

The DPW addresses ice problems on roads on a case-by-case basis. Occasionally, and as needed, improved drainage systems will be installed to help reduce groundwater seepage that causes ice. The Town is able to handle most winter plowing needs in-house, hiring outside contractors only in extreme cases. The Town uses salt for deicing.

When possible, the DPW uses low impact development (LID) tools and green infrastructure such as swales and infiltration instead of traditional drainage systems; the Town has found that the costs of these tools tend to be lower than traditional systems. The Town is exploring development of an internal manual for LID techniques.

4.2.3 Emergency Response Capabilities

The Town has installed about 40 dry hydrants around Town for fire protection. The network of dry hydrants has been mapped to guide maintenance and emergency response. All dry hydrants are flow-tested annually, and those with problems are scheduled for inspection and repair. Underground cisterns (20,000 gallons in size) are required for some new developments. The Fire Department also owns three tanker trucks that can carry a combined 8,000 gallons of firefighting water. Table 4-2, Table 4-3, and Table 4-4 highlight legal, regulatory, technical, administrative and financial capabilities within East Hampton that contribute to mitigation.

Table 4-2. Legal and Regulatory Capability.

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Codes, Ordinances & Requirements					
Building Code	Yes	Yes	No	Yes	All municipalities enforce the State Building Code
Zoning Code	Yes	No	No	No	
Subdivisions	Yes	No	No	No	
Post Disaster Recovery	Yes	No	No	No	
Real Estate Disclosure	Yes	No	No	Yes	Statewide requirement
Growth Management	No	No	No	No	
Site Plan Review	Yes	No	No	No	
Special Purpose (flood management, critical areas)	Yes	Yes	No	Yes	State flood management Statutes and regulations
Planning Documents					
General Plan	Yes	No	No	Yes	Plan of Conservation and Development
Floodplain or Basin Plan	No	No	No	No	
Stormwater Plan	No	No	No	No	
Capital Improvement Plan	Yes	No	No	No	
Habitat Conservation Plan	No	No	No	No	
Economic Development Plan	Yes	No	No	No	GrowSmart (2016)
Emergency Response Plan	Yes	No	No	Yes	LEOP templates provided by DEMHS
Shoreline Management Plan	No	No	No	No	

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
Post Disaster Recovery Plan	Yes	No	No	Yes	LEOP templates provided by DEMHS

Table 4-3. Administrative and Technical Capability.

Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Yes	Planning and Zoning/Engineering
Engineers or professionals trained in building or infrastructure construction practices	Yes	Engineering Dept and Public Works
Planners or engineers with an understanding of natural hazards	Yes	RiverCOG
Staff with training in benefit/cost analysis	No	
Floodplain manager	Yes	Building Official
Surveyors	No	Contract as needed
Personnel skilled or trained in GIS applications	Yes	RiverCOG
Emergency manager	Yes	Dept of Emergency Management
Grant writers	Yes	Planning

Table 4-4. Financial Resources.

Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	Yes (State)
State Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	No

4.2.4 Capital Improvements

Capital Improvement Plan addresses municipal improvements including rights-of-way, infrastructure, land, housing, or utilities for public purposes. Mitigation actions from this NHMP should be included in the CIP. Larger items such as bridge and culvert replacements and elevation of roads are included in the 5-year CIP. The CIP should be reviewed often so that it can include new mitigation action items each time the NHMP is updated. This is a good way for the town to prioritize mitigation items and use the Capital Improvement Program (CIP) to set aside funds for infrastructure improvements to reduce loss of life and property during natural hazard (NH) events.

4.2.5 Outreach, Education, Communication, and Warnings

The Town has locally implemented the Everbridge system and can contact residents through that system. Town staff note that the Town Council or Town Manager must authorize use of Everbridge on a case-by-case basis, presenting a potential barrier to use during an emergency event. East Hampton’s Emergency Management Department also maintains a page on the Town website that provides information and updates.

4.2.6 New Capabilities and Completed Actions

A number of actions have been completed or capabilities improved since adoption of the 2014 HMP. A selection is listed below.

- Abbey Road culvert was replaced (in-kind replacement).
- The State is reportedly replacing the Pocotopaug Creek culverts under Route 66 in 2020-2021. This may involve an upsize in capacity.
- East Hampton’s Zoning Regulations have been updated since adoption of the previous HMP to include freeboard to be consistent with the State Building Code.
- The Salmon Run development, completed in 2018, used mostly LID designs and techniques.

5.0 Hazard Mitigation Action Plan

5.1 Hazard Mitigation Goals and Objectives

This section presents the progress made on the 2014 action plan and establishes new goals, objectives and actions identified for the 2020-2025 planning horizon.

5.2 Previous Mitigation Actions Disposition

During the process of developing the 2014 Middlefield Hazard Mitigation Plan, several hazard mitigation actions were identified to be pursued during the five-year planning horizon that followed. Table 12 presents the actions listed in that document, and the status of those actions.

Table 5-1: Status of Previous Mitigation Strategies and Actions.

ACTION	Description	Status	Details
<p style="text-align: center;">Debris Management Plan</p>	<p>Develop Debris Management Plan</p>	<p style="text-align: center;">Carry Forward with Revisions</p>	<p>The Town does not have a written plan but has protocols for handling debris from storms. Tree limbs are chipped and brought to the transfer station or brought to the transfer station for subsequent processing if they cannot be chipped.</p> <p>The Town will identify a readily available written plan to use as a template and tailor to its needs.</p>

ACTION	Description	Status	Details
Debris Management Equipment	Purchase additional equipment to clear roads of downed trees, disabled vehicles, or unforeseen obstacles. i.e. chain saws, lifting gear (chains & winches), bulldozer, chipper, wheeled excavator with grapple.	Partially Complete Carry Forward	The Town is planning to acquire a new excavator in 2020-2021, along with a new chipper. The Town would like to carry this action forward for more progress.
Christopher Brook Culverts at North Main Street	Triple culverts carrying Christopher Brook under North Main Street are undersized. Replace culverts with box culvert.	Completed	This action was completed between 2017 and 2019. The flow capacity of the structure was increased.
White Birch Road Bridge	Bridge on White Birch Road is vulnerable to damage from flood events from Fawn Mill Brook and Loos Pond. Replace with new larger bridge.	Carry Forward	The Town has not made progress on this action due to limited funds. Carry forward.
Collie Brook Road Culvert	Undersized culvert on Collie Brook Road results in roadway flooding. Replace with larger culvert	Carry Forward	The Town has determined that the stream grade at this site is too gentle for a culvert replacement to directly reduce flooding. Nevertheless, upsizing is expected to reduce clogging with debris at the site. Action is carried forward.
Mine Brook Culvert at Route 151	Undersized 3' diameter culvert on Route 151 at Mine Brook results in roadway flooding. Replace with larger box culvert	Drop	The State repaired this structure following the September 2018 flood. A headwall was added, but the Town does not believe the opening was enlarged.
Elbow Brook Culvert at Wopowog Road	Undersized 24" culvert on Elbow Brook at Wopowog Road results in roadway flooding and erosion of gravel surfaced road. Replace with 3' culvert.	Carry Forward	This culvert washed out during the September 2018 flood but was replaced in kind. Carry forward.
Hale Brook Culvert at Lake Drive	Undersized culvert on Hale Brook at Lake Drive results in roadway flooding. Replace with larger culvert.	Carry Forward	No progress due to limited funding. Carry forward.
13 Summit Street Pocotopaug Creek Bypass	Pocotopaug Creek passes under the old factory building at 13 Summit Street. At high flows, the water flows around the building and into lower level windows flooding the lower floor of the building. Construct high level by- pass around the building and under Summit Street.	Carry Forward with Revisions	The Town has determined that constructing a bypass around the building and under the road would be excessively costly and may not even be feasible. The Town prefers to pursue removal of the building and daylighting the stream, potentially along with removal of the dam.
Wildfire Plan	Due to proximity to Meshomasic State Forest, work with DEEP and Fire Department to develop a Wildfire Plan	Drop	The State has sufficient capabilities to maintain forest land it owns. Sufficient firefighting access is available.
Evacuation Plan	Need for wildfire and evacuation plan.	Drop	The Town reports that it has sufficient evacuation capabilities.

5.3 Updated Mitigation Goals, Objectives and Actions

As noted in Section 3 of Volume 1, all the RiverCOG participating communities, including East Hampton, participated in setting regional goals and objectives. East Hampton has identified the goals and objectives valid for the Town's annex. The three goals and objectives are as follows:

Goal 1: Promote implementation of sound flood management and other natural hazard mitigation principals on a regional and local level. Note: Covers future development through policy, planning, regulation, emergency services, and environmental strategies.

- **Objective for Goal 1:** To promote the development, improvement and implementation of programs, policies, regulations and emergency services that result in the reduction of long-term risks to life and property.

Goal 2: Implementation of effective natural hazard mitigation projects at the regional and local level regional and local level. Note: Covers infrastructure and building related projects – the existing built environment.

- **Objective for Goal 2:** To enhance the ability of RiverCOG, other regional entities, and local communities to reduce or eliminate risks to life and property from natural hazards through cost-effective hazard mitigation projects, including avoidance.

Goal 3: Increase research, planning and outreach activities for the mitigation of natural hazards on a regional and local level. Note: Covers the people component of mitigation via outreach and education, and integration with other planning and continuous improvement through increase research.

- **Objective for Goal 3:** To increase general awareness of the region's natural hazards and encourage State agencies, local communities, and the public to be proactive in taking actions to reduce long-term risk to life and property.

East Hampton identified a series of new actions and hazard mitigation needs to consider:

- The Public Works Department would like to make progress replacing deteriorated metal culverts with more suitable materials. As replacements occur, the Town may consider installation of larger culverts, open-bottom culverts, or bridges.
- If the Whippoorwill Hollow Road culvert fails, houses will become isolated. The Town would like to replace this culvert soon; an increase in capacity is desired.
- East Hampton includes numerous dams, but the Town has little control over their operation and maintenance.
- Bevin Pond dam in the Village Center is of concern, as the dam is known to have leakage problems and the impoundment is used as a source of firefighting water.
- Developing a protocol for cooperation between the Town, the State, and the owners and operators of the dams along Pocotopaug Creek may help to ensure the dams are maintained in good condition and operated safely.
- The Town may work with CT DEEP to ensure all dam owners have up-to-date Emergency Action Plans (EAPs) and will make copies of those EAPs available to Town staff.
- The Town may designate one staff person or position to be responsible for coordinating its efforts to improve dam safety.
- East Hampton does not have a consolidated GIS system for emergency and disaster management and recovery; instead, each department tends to use its own system. The Town is interested in identifying a GIS software to improve its ability to respond to, and recover from, disaster events.
- The Town may need to revise the protocols for use of the Everbridge system to allow for rapid deployment in an emergency situation.

- East Hampton has planned a dredging project to remove sediment from Bevin Pond in the Village Center to ensure it continues to be usable for fire protection.
- East Hampton staff are very concerned with risks associated with trees and will focus on addressing these risks.
- It may be necessary for East Hampton to increase its tree maintenance budget given the high number of dead or damaged trees due to recent pest infestations.
- The Town would like existing utilities to be placed underground in areas such as the Village Center, although it may not pursue this as a high priority because these areas tend to be less wooded and have relatively less risk of damage to above-ground powerlines (however, ice can bring down power lines).
- The Town is exploring development of an internal manual for LID techniques. Referencing the Rural LID manual developed using CIRCA funding may be useful to informing this effort.
- The Town is working to address the recurring problem of blue/green algal blooms on Pocotopaug Lake during the summer months. The Town should follow the recommendations set forth in the Lake Pocotopaug Nine Elements Watershed Based Plan prepared by the Pocotopaug Lake Commission in 2017.
- East Hampton is also concerned about the spread of Mosquito-borne illnesses such as EEE. Identification and treatment of breeding areas (standing water), as well as public education around removal and treatment of breeding areas, are steps the Town may take to mitigate this risk.

5.3.1 Prioritization of Mitigation Strategies

In considering which projects, processes, and other measures to undertake in the upcoming plan period, municipal and regional officials evaluated the need to address problems and vulnerabilities in their communities against the communities' resources and capabilities. To prioritize mitigation strategies, a set of criteria commonly used by public administration officials and planners was applied to each proposed strategy. The method, called STAPLEE, is outlined in FEMA planning documents such as Developing the Mitigation Plan (FEMA 386-3) and Using Benefit-Cost Review in Mitigation Planning (FEMA 386-5). STAPLEE stands for the "Social, Technical, Administrative, Political, Legal, Economic, and Environmental" criteria for making planning decisions. Benefit-cost review was emphasized in the prioritization process. Criteria were divided into potential benefits (pros) and potential costs (cons) for each mitigation strategy. The following questions were asked about the proposed mitigation strategies:

Social:

- Benefits: Is the proposed strategy socially acceptable to the community?
- Costs: Are there any equity issues involved that would mean that one segment of the community could be treated unfairly? Will the action disrupt established neighborhoods, break up voting districts, or cause the relocation of lower-income people? Is the action compatible with present and future community values?

Technical:

- Benefits: Will the proposed strategy work? Will it reduce losses in the long term with minimal secondary impacts?
- Costs: Is the action technically feasible? Will it create more problems than it will solve? Does it solve the problem or only a symptom?

Administrative:

- Benefits: Does the project make it easier for the community to administrate future mitigation or emergency response actions?

- **Costs:** Does the community have the capability (staff, technical experts, and/or funding) to implement the action, or can it be readily obtained? Can the community perform the necessary maintenance? Can the project be accomplished in a timely manner?

Political:

- **Benefits:** Is the strategy politically beneficial? Is there public support both to implement and maintain the project? Is there a local champion willing to see the project to completion? Can the mitigation objectives be accomplished at the lowest cost to the community (grants, etc.)?
- **Costs:** Have political leaders participated in the planning process? Do project stakeholders support the project enough to ensure success? Have the stakeholders been offered the opportunity to participate in the planning process?

Legal:

- **Benefits:** Is there a technical, scientific, or legal basis for the mitigation action? Are the proper laws, ordinances, and resolutions in place to implement the action?
- **Costs:** Does the community have the authority to implement the proposed action? Are there any potential legal consequences? Will the community be liable for the actions or support of actions or for lack of action? Is the action likely to be challenged by stakeholders who may be negatively affected?

Economic:

- **Benefits:** Are there currently sources of funds that can be used to implement the action? What benefits will the action provide? Does the action contribute to community goals such as capital improvements or economic development?
- **Costs:** Does the cost seem reasonable for the size of the problem and the likely benefits? What burden will be placed on the tax base or local economy to implement this action? What proposed actions should be considered but be tabled for implementation until outside sources of funding are available?

Each proposed mitigation strategy presented in this plan was evaluated and quantitatively assigned a "benefit" score and a "cost" score for each of the seven STAPLEE criteria as outlined below:

- For potential benefits, a score of "1" was assigned if the project will have a beneficial effect for that criterion or a "0" if the project would have a negligible effect or if the questions were not applicable to the strategy.
- For potential costs, a score of "-1" was assigned if the project would have an unfavorable impact for that criterion or a "0" if the project would have a negligible impact or if the questions were not applicable to the strategy.
- Technical and Economic criteria were double weighted (multiplied by two) in the final sum of scores.
- The total benefit score and cost score for each mitigation strategy was summed to determine each strategy's final STAPLEE score.

Although a community may implement recommendations as prioritized by the STAPLEE method, an additional consideration is important for those recommendations that may be funded under the FEMA mitigation grant programs. To receive federal funding, the mitigation action must have a benefit-cost ratio (BCR) that exceeds a value of 1.0. Calculation of the BCR is conducted using FEMA's Benefit Cost Analysis (BCA) toolkit. The calculation method may be complex and vary with the mitigation action of interest. Calculations are dependent on detailed information such as property value appraisals, design and construction costs for structural projects, and tabulations of previous damages or NFIP claims. The BCR scoring system used is outlined in Table 5-2.

Table 5-2. BCR Scoring System

Scoring	Benefits	Costs
Low: 0-1 points	Few would benefit; the impacts being addressed are not severe; benefits may be short term	Likely to be done by existing personnel with little impact on budget; not complicated to accomplish. Costs to implement is likely to be under \$10,000.
Medium: 2-3 points	Benefits may be felt by many in the community; the action may solve a problem or otherwise benefit the community for several years	May need additional funding or studies; may require change in practices; costs to implement may be between \$10,000 and \$100,000
High: 4-5 points	Benefits would accrue to many in the community; benefits may accrue to the most vulnerable or those not able to recover on their own; benefits would be long term and may permanently protect from damages	Likely to cost over \$100,000 and require obtaining funding outside of operating budget; complicated, lengthy process to implement

The STAPLEE method accounts for cost-benefit considerations both directly (through the "Economic" category) and indirectly (through general consideration of costs and benefits of actions). Additionally, the range of estimated costs of each strategy are included in the STAPLEE table. The assumed costs of projects and generalized presentation of the benefits accruing from them are not based on specific detailed cost estimates as that level of analysis is not appropriate for this type of planning effort. For some projects, such as routine or recurring operations that are established practices and conducted with municipal general operating funds and existing staff, the STAPLEE results can be the only explicit comparison of costs and benefits. For projects for which bonding and/or grant funding will be sought, more in-depth evaluations of costs and benefits will be required. As project scopes are detailed, benefits and costs can be identified with more precision, and the benefit-cost ratio which results from a full benefit-cost analysis may differ from the planning-level STAPLEE results presented here.

It should be noted that higher BCRs do not necessarily correspond to high priorities, nor do low BCRs or BCRs under 1.0 correspond to low-priority projects. An important project with a high priority to the community may have a lower BCR because of its complexity, assumed high expense, and other costs. Communities should not be discouraged or deterred from further consideration of projects that have low BCRs or BCRs less than 1.0 until additional, more specific evaluations of the costs and benefits have been undertaken.

5.4 2020-2025 Prioritized Hazard Mitigation Actions

In addition to the regional mitigation actions endorsed by East Hampton and outlined in Section 3 of Volume 1 of the regional plan, the Town identified or carried over from the last update, ranked and evaluated the actions in Table 14. For each identified action, the goal and objective it addresses is noted. Additionally, a description, lead agency, indication of costs and potential funding sources and estimated timeline for completion is included. Also included are the hazards addressed by a specific action.

KEY: SW= Severe Weather, TW = Tornado/Wind, ET = Extreme Temperatures, WS=Winter Storm, F = Flood, TI = Tree Damage and Invasive Species, WF = Wild Fire, D = Drought, E = Earthquake, CC = Climate Change

Table 5-3. East Hampton Hazard Mitigation Strategies and Prioritization.

Activity #	Goal/Objective	Activity Description	Lead Agency	Est. Cost*	Potential Funding Sources	Timeframe for Completion	Hazard (s) Addressed	Weighted STAPLEE Criteria														Total STAPLEE Score/Priority		
								Social Benefit	Social Cost	Technical Benefit	Technical Cost	Administrative Benefit	Administrative Cost	Political Benefit	Political Cost	Legal Benefit	Legal Cost	Economic Benefit	Economic Cost	Environmental Benefit	Environmental Cost			
1	1-1	Acquire additional equipment to clear roads of downed trees, disabled vehicles, or unforeseen obstacles i.e. chain saws, lifting gear (chains & winches), bulldozer, chipper, wheeled excavator with grapple.	PW, BOS, BOF	\$10,000-\$20,000	CIP	7/2021 – 6/2025	SW, TW, WS, TI	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	4/H
2	2-1	Bridge on White Birch Road is vulnerable to damage from flood events from Fawn Mill Brook and Loos Pond. Replace with new larger bridge.	PW, BOS, BOF	\$100,000 +	Grant HMA	7/2023 – 6/2026	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0	7/H

Activity #	Goal/Objective	Activity Description	Lead Agency	Est. Cost*	Potential Funding Sources	Timeframe for Completion	Hazard (s) Addressed	Weighted STAPLEE Criteria														Total STAPLEE Score/Priority	
								Social Benefit	Social Cost	Technical Benefit	Technical Cost	Administrative Benefit	Administrative Cost	Political Benefit	Political Cost	Legal Benefit	Legal Cost	Economic Benefit	Economic Cost	Environmental Benefit	Environmental Cost		
3	2-1	Replace culvert on Collie Brook Road with a larger culvert	PW, BOS, BOF	\$25,000-\$50,000	Grant HMA	7/2022 – 6/2024	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	7/H
4	2-1	Undersized culvert on Hale Brook at Lake Drive results in roadway flooding. Replace with larger culvert.	PW, BOS, BOF	\$25,000-\$50,000	Grant HMA	7/2022 – 6/2024	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	7/H
5	2-1	Demolish factory building at 13 Summit Street and daylight Pocotopaug Creek, and possibly remove the existing dam.	PW, BOS, BOF	\$1M+	Grant HMA	7/2023 – 6/2025	F	1	0	1	1	0	0	1	1	0	0	1	1	0	0	0	9/M
6	2-1	Undersized 24" culvert on Elbow Brook at Wopowog Road results in roadway flooding and erosion of gravel surfaced road. Replace with 3' culvert.	PW, BOS, BOF	\$25,000-\$50,000	Grant HMA	7/2022 – 6/2024	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	7/H

Activity #	Goal/Objective	Activity Description	Lead Agency	Est. Cost*	Potential Funding Sources	Timeframe for Completion	Hazard (s) Addressed	Weighted STAPLEE Criteria														Total STAPLEE Score/Priority	
								Social Benefit	Social Cost	Technical Benefit	Technical Cost	Administrative Benefit	Administrative Cost	Political Benefit	Political Cost	Legal Benefit	Legal Cost	Economic Benefit	Economic Cost	Environmental Benefit	Environmental Cost		
7	2-1	Develop an inventory of deteriorating metal culverts throughout town to begin replacing those most in need.	PW	\$10,000-\$20,000	OB Grant	7/2021 – 6/2022	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	7/H
8	1-1	Work with private dam owners on a communication plan regarding the opening and closing of the dams along the Pocotopaug Creek corridor.	PW, BOS, BOF	\$1,000-\$5,000	OB Staff Time	7/2021 – 6/2022	F	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	3/L
9	1-1	Ensure all Emergency Action Plans (EAPs) for any dam in town is maintained on file.	PW, BOS, BOF	\$1,000-\$5,000	OB Staff Time	7/2021 – 6/2022	F	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	3/L

Activity #	Goal/Objective	Activity Description	Lead Agency	Est. Cost*	Potential Funding Sources	Timeframe for Completion	Hazard (s) Addressed	Weighted STAPLEE Criteria													Total STAPLEE Score/Priority			
								Social Benefit	Social Cost	Technical Benefit	Technical Cost	Administrative Benefit	Administrative Cost	Political Benefit	Political Cost	Legal Benefit	Legal Cost	Economic Benefit	Economic Cost	Environmental Benefit		Environmental Cost		
10	2-1	Replace and upgrade the capacity of the Whippoorwill Hollow Road culvert. If this culvert fails, houses will be cut off from egress.	PW, BOS, BOF	\$10,000-\$20,000	Grant HMA	7/2022 – 6/2024	F	1	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0	7/H
11	1-1	Pursue funding to develop a low impact development (LID) manual for techniques to be implemented throughout the town.	PW, BOS, BOF, Planning	\$5,000 - \$10,000	OB Grant	7/2021 – 6/2024	F	1	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	3/L
12	1-1	Develop a management plan that tracks areas in need of tree trimming and removal.	Tree Warden, PW	\$5,000-\$15,000	OB	7/2021 – 6/2022	SW, TW, WS, F, WF	1	0	0	0	1	1	0	0	0	0	0	0	0	0	1	0	4/H

Activity #	Goal/Objective	Activity Description	Lead Agency	Est. Cost*	Potential Funding Sources	Timeframe for Completion	Hazard (s) Addressed	Weighted STAPLEE Criteria														Total STAPLEE Score/Priority		
								Social Benefit	Social Cost	Technical Benefit	Technical Cost	Administrative Benefit	Administrative Cost	Political Benefit	Political Cost	Legal Benefit	Legal Cost	Economic Benefit	Economic Cost	Environmental Benefit	Environmental Cost			
13	2-1	Locate alternative fire protection water sources or identify alternative storage methods for fire suppression capabilities.	Fire Dept., PW, BOS, BOF	\$5,000-\$15,000	OB	7/2021 – 6/2023	WF, D	0	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	8/H
EDC	Economic Development Commission	P&Z	Planning & Zoning																					
SS	Social Services	BOE	Board of Education																					
PH	Public Health	ConCom	Conservation Commission																					
DPW	Department of Public Works	OB	Operating Budget																					
EMD	Emergency Management Director	HMA	FEMA Hazard Mitigation Assistance																					

Town of East Hampton

RESOLUTION

Authorization – State Library Historic Document Preservation Grant

BE IT RESOLVED THAT, David E. Cox, Town Manager of the Town of East Hampton, is empowered to execute and deliver in the name of and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

Approved this 13th day of July 2021.

TOWN COUNCIL

James Brown, Chairperson

ATTEST

Kelly Bilodeau, Town Clerk

Historic Documents Preservation Program
Connecticut State Library
Hartford, Connecticut 06106

GRANT CONTRACT

Targeted Grant FY 2022, Cycle 1 — Grant #042-SF-22

This contract made between the State of Connecticut, Connecticut State Library (hereinafter “State Library”) and the **Town of East Hampton** (hereinafter “Contractor”) pursuant to C.G.S. §§ 11-8i through 11-8n, inclusive.

WHEREAS, the State Library’s Office of the Public Records Administrator administers the Historic Documents Preservation Grant Program (“Program”) for the purpose of preserving and managing historic documents;

WHEREAS, all Connecticut municipalities are eligible to apply for a Targeted Grant (“Grant”) from this Program; and

WHEREAS, the Contractor is a municipality;

NOW THEREFORE, in consideration of the aforesaid and the mutual promises hereinafter contained the parties do hereby agree as follows:

1. The State Library hereby authorizes a Grant for an amount not to exceed **\$5,500.00** (hereinafter “Grant Funds”), for the following (hereinafter referred to as the “Project”) as approved in the municipality’s Targeted Grant Application on **June 30, 2021**, on file at the State Library:

- A. **Records conversion project to improve access to a collection of public records.**
- B. **Purchase of records storage equipment that meets current records management/archival standards for the storage of public records.**

2. **The approved Project Budget is as follows:**

	Expense Type	Funds Approved
1.	Consultants/Vendors	\$ 2,075.00
2.	Equipment	\$ 3,425.00
3.	Supplies	\$
4.	Town Personnel Costs	\$
5.	Other (specify)	\$
6.	TOTAL	\$ 5,500.00

The Contractor is responsible for any Project expenses greater than the Grant Funds.

3. **Contract Period.** The Contractor shall complete the Project and expend the Grant Funds as described in the Project Budget within the contract period. The contract period is from **July 1, 2021, or the date of approval of this contract by the State Librarian or, if applicable, the Connecticut Attorney General, whichever is later**, through **June 30, 2022**. Any Grant Funds remaining unexpended on **June 30, 2022**, must be returned to the State Library with the *Project Evaluation/Expenditure Report*.
4. **Payment.** The State of Connecticut shall assume no liability for payment of services under the terms of this contract until the Contractor is notified that this contract has been approved. Payment to the

Contractor shall be processed within 45 days of approval of this contract, or within 45 days of the first day of this contract period, whichever is later.

5. **Contract Amendment.** To request approval for a change to the Grant's purpose, methodology, budget and/or completion deadline, the Contractor shall submit an *Amendment Request Form*, available on request from the State Library, to the State Library at least two (2) months prior to the then-current end of the contract period. (a) The State Library must approve any changes to the Grant's purpose and/or methodology which are deemed significant by the State Library. (b) The State Library must approve any budget reallocation that exceeds ten percent (10%) of the total Grant Funds. The Contractor may reallocate up to ten percent (10%) of the total Grant Funds among line items contained in the approved Project Budget as detailed in Paragraph 2 of this contract without prior approval. (c) The State Library must approve any extension to the completion deadline. The Contractor must notify the State Library immediately if difficulties arise that could affect the timely completion of all grant work and expenditures. Extensions are at the sole discretion of the State Library and will not be considered except in the most extenuating situations beyond the municipality's control.
6. **Final Report.** The Contractor shall submit a *Project Evaluation/Expenditure Report*, available on the State Library website at ctstatelibrary.org, for receipt at the State Library by **September 1, 2022**. Failure to submit a completed *Project Evaluation/Expenditure Report* for receipt by the due date may result in termination of the Grant and the requirement that the Contractor return the full Grant Funds, as well as loss of eligibility for the next grant cycle. This filing deadline shall not be extended. Financial and other supporting documentation for the grant must be maintained by the municipality as part of the grant file in accordance with the municipal records retention schedules.
7. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable claim whatsoever. If requested, certificates of such insurance shall be filed with the State Library prior to the performance of services.
8. **Indemnification.** The Contractor agrees to indemnify and hold the State, its officials, agents, and employees harmless from and against any and all claims, suits, actions, costs, and damages resulting from the negligent performance or non-performance by the Contractor or any of its officials, agents, or employees of the Contractor's obligations under this agreement. It is further understood that such indemnity shall not be limited by any insurance coverage which is required herein Paragraph 7.
9. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the State Library for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
10. **Inspection of Work Performed.** (a) The State Library or its authorized representative shall at all times have the right to enter into the Contractor's or subcontractor's premises, or such other places where duties under this Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with C.G.S. § 4e-29 to ensure compliance with this contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to State Library representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Written evaluations pursuant to this paragraph shall be made available to the Contractor. (b) The Contractor must incorporate this section verbatim into any contract it enters into with any subcontractor providing services under this contract.
11. **Refund.** The Contractor shall refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refund within thirty (30) days from the notice in writing by the State. In the event that the Contractor fails to make such refund, the State shall deduct such amount from any current or future sums owing to the Contractor on the part of the State from any source or for any purpose whatsoever.

12. **Governing Law.** This contract and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
13. **Assignment.** The Contractor shall not assign any of its rights or obligations or sublet under this contract, voluntarily or otherwise, in any manner without the prior written consent of the State Library. The State Library may void any purported assignment in violation of this paragraph and declare the Contractor in breach of contract. Any cancellation by the State Library for a breach is without prejudice to the State Library or the State's rights or possible claims.
14. **Claims Against the State.** The sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.
15. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.
16. **Termination.** The State may terminate this contract upon thirty (30) days written notice to the Contractor if the Contractor fails to comply with this contract or time schedules to the satisfaction of the State. In the event of such a termination, the State shall not be responsible for any future payments to the Contractor, and the State may recover any payments already made to the Contractor by any available means, including the withholding of grants of funds otherwise due the Contractor from the State.
17. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
18. **Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Library. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General, if applicable. This contract shall be binding upon and shall inure to the benefit of the Contractor and its successors.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Municipality:

Signature of Municipal CEO, duly authorized

Date

Name *(Print Clearly)*

Title *(Print Clearly)*

Municipality *(Use "City of __" or "Town of __" Format)*

Municipality Mailing Address *(Print Clearly)*

Connecticut State Library:

Deborah Schander, State Librarian

Date

For STATE LIBRARY Use Only:

Fund	Department	SID	Program	Account	Project	Budget Ref.
12060	CSL66094	35150	73001	55070	CSL Non. Proj.	2022

Rev. 06/2021



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



Dennis Woessner
Chief of Police

July 7, 2021

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

Attached to this memorandum are two General Orders which I am submitting for approval:

General Order 3.1, Use of Force, is an existing General Order which required updating to reflect changes to the reporting of use of force by police. The update removes the requirement to report the use of force when an officer uses his firearm to destroy a sick or injured animal.

General Order 6.6, Youth Investigations, is also an existing General Order which required updating. In December of 2020 the Superior Court for Juvenile Matters eliminated the family with service needs filing requirements, so all references to this have been removed from the General Order.


Any additions to these General Orders are marked in red and deletions are crossed out and marked in yellow.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 3.1

RULES OF CONDUCT

SUBJECT: USE OF FORCE		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 3.1 dated 8/17/20		Review Date: Annually
<p>Per Order of:</p> <div style="text-align: center;">  Dennis Woessner, Chief of Police </div>		
<p><i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i></p>		

I. PURPOSE

To establish East Hampton Police Department’s (“Department”) guidelines and limitations concerning the appropriate and acceptable use of deadly/lethal and non-deadly/less than lethal force. East Hampton Police Department’s use of force is governed by Federal and Connecticut law, including, but not limited to, the United States Constitution.

II. POLICY

It is East Hampton Police Department policy to provide clear procedures to sworn members regarding the use of lethal force in the performance of their duties. The safety of innocent persons and officers is of paramount importance.

The use of less than lethal weapons is classified as a use of force and is governed by this policy. The officers of this agency are authorized to carry less than lethal weapons so that they may successfully defend themselves and others from combative, resisting and/or violent individuals. A less than lethal weapon is not necessarily a replacement or substitute for other authorized weapons, devices, and/or techniques and therefore should be used when, in the officer's opinion, it is the best choice of weapon in a use of force situation. A less than lethal weapon is another tool that can be used at the discretion of the officer when the decision is made that the use of force is necessary and reasonable under the circumstances. As with any use of force, the officer is accountable to this agency for the use of a less than lethal weapon.

Sworn officers of the East Hampton Police Department shall use only force reasonably necessary to defend a human life, effect an arrest, or control a person. The force used by an officer shall only be that which is necessary to overcome the resistance being offered by an offender, and to effect lawful objectives. The East Hampton Police Department recognizes and respects the value and special integrity of each human life. In vesting police officers with lawful authority to use force to protect the public welfare, a careful balancing of all human interests is required. Therefore, it is East Hampton Police Department's policy that police officers shall use only that force that is necessary to effectively bring an incident under control, while protecting the lives of an officer or third party. The use of force policy supports the widely accepted premise and practice of progressive application of force, which simply implies the appropriate selection of force options in response to the level of compliance from the individual to be controlled. The flow of the policy's continuum must be capable of escalation or engagement and de-escalation or disengagement during a confrontation. The principle incorporated into practice is one of "functional flexibility", which includes escalation, stabilization, and de-escalation in force applications. The East Hampton Police Department's Use of Force Continuum is attached to this General Order.

All sworn personnel must be issued copies of, and instructed in, the Department's Use of Force procedure before carrying any firearm or other police weapon.

III. LAW

This Department's use of force policy is based on certain state statutes, which are included in this policy for reference purposes. Employees must be aware of prohibitions and restrictions in this policy that place a higher standard on the use of force than are contained in state statute.

Connecticut General Statute § 53a-22:

"A peace officer need not retreat or desist from efforts to make a lawful arrest because of resistance to the arrest. He is justified in the use of any force which he **reasonably believes** to be necessary to defend himself or another from the use or imminent use of physical force while making the arrest. However, he is justified in using Deadly Physical Force only when he **reasonably believes** that such force is necessary to defend himself or a third person from the use or imminent use of deadly physical force, or effect an arrest or prevent the escape from custody of a person whom he reasonably believes has committed or attempted to commit a felony which involved the infliction or threatened infliction of serious physical injury or death and if, where feasible, he has given warning of his intent to use deadly physical force.

A peace officer making an arrest pursuant to an invalid warrant is justified in the use of any force which he would be justified in using if the warrant were valid, unless he knows that the warrant is invalid."

IV. DEFINITIONS

Actively Resisting: When a subject makes physically evasive movements to interfere with an officer's attempt to control that subject; including bracing, tensing, pulling away, or pushing.

Authorized Weapons: officers are allowed to carry weapons that meet Department specifications and for which officers successfully complete proficiency and safety training.

Conducted Energy Device: An incapacitating, intermediate weapon used for subduing a person by administering an electric shock for the purpose of disrupting superficial muscle functions. This is an intermediate weapon and is classified as non-deadly. The weapon should only be used when an officer is met with a certain degree of resistance or aggression through either actions or words.

Critical Firearm Discharge: A discharge of a firearm by an East Hampton PD officer to the extent such discharges is authorized under this policy (cross reference to Firearms Policy.) Range and training discharges, and discharges at animals are not included under this section.

Deadly / Lethal Force: Any physical force that can reasonably be expected to cause death or serious physical injury. Officers must understand that deadly physical force is an extreme measure and should only be used in accordance with the law and as stated in this Policy.

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

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

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

Defensive strikes are used by officers to protect themselves from attack and may include strikes to other areas of the body, including the abdomen or head. Techniques in this category include pressure point controls, stunning or striking actions delivered to a subject's body with the hand, fist, forearm, legs, or feet.

These techniques target the major muscle groups and are delivered to create muscle cramping, thereby inhibiting muscle action and allowing the officer to subdue the subject. In extreme cases of self-defense, the officer may need to strike more fragile areas of the body where the potential for injury is greater. The use of neck restraints, chokeholds, or other similar weaponless control techniques, however, are prohibited unless the use of deadly force is authorized.

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

Great Bodily Harm: Serious bodily injury that creates a substantial risk of death, causes serious or permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

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

Impact Weapons: Department approved tools that provide a method for gaining control of a subject when lethal force is not justified, but when empty-hand control techniques are not sufficient to effect control.

Non-Deadly / Less Lethal Force: Any force used by an officer that would not reasonably be expected to cause death.

Level of Control: The amount of force that an officer uses to gain control over a subject.

Level of Resistance: The amount of force used by a subject to resist compliance with the lawful order or action of an officer.

Non-Verbal and Verbal Non-Compliance: When a subject expresses his/her intentions not to comply with an officer's directive through verbal and non-verbal means. An officer may encounter statements ranging from pleading to physical threats. Such statements may also include physical gestures, stances, and subconscious mannerisms.

Objectively Reasonable Force: The degree of force used in effecting an arrest, investigatory stop, or other seizure is evaluated by using an objective, reasonable police officer standard. The reasonableness of each particular use of force will be judged from the perspective of a reasonable officer on the scene, based on the facts and circumstances known to and confronting the officer at the time. (See, *Graham v. Connor*, 490 US 388 (1989).) In determining the appropriate level of force to be used, officers shall evaluate each situation in light of the unique facts and circumstances of each case. Those factors include, but are not limited to, the seriousness of the crime or suspected offense; the level of threat or resistance presented by the subject; the risk or apparent attempt by the subject to escape; and whether the subject was posing an imminent threat to officers or others.

Oleoresin Capsicum (OC) Spray: A chemical compound that irritates the eyes to cause tears, pain, and even temporary blindness. It is an intermediate weapon that is classified as being non-deadly. It should only be used, however, when an officer is met with a certain degree of resistance or aggression through either actions or words.

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

Serious Physical Injury: A bodily injury that creates a substantial risk of death, serious permanent disfigurement, or results in long-term loss or impairment of the function of any bodily member or organ.

Verbal Commands: The use of advice, persuasion, and/or warnings prior to resorting to actual physical force. In an arrest situation officers shall, when feasible, give the arrestee simple directions with which the arrestee is encouraged to comply. Verbal commands are the most desirable method of dealing with an arrest situation.

V. PROCEDURES

A. Use of Force - Authorization and Limitations

Members of the Department are authorized to use only the amount of force necessary to accomplish lawful objectives. Force may be used:

1. To effect an arrest or prevent the escape from custody of a person whom the officer reasonably believes has committed an offense.
2. To defend the officer or others from the use, or imminent use, of physical force.
3. To take persons into protective custody when authorized by law, such as persons who are a danger to themselves or others, persons incapacitated by alcohol, and/or runaway children.

4. To prevent someone from committing suicide or inflicting serious physical injury upon themselves.
5. To assist a licensed physician or psychologist in providing necessary medical treatment.
6. To control a situation, and to overcome passive or active resistance to a lawful order.
7. To neutralize an unlawful assault and defend themselves or others from harm.

The authorized use of physical force ends when resistance ceases and/or the officer has accomplished the purpose necessitating the use of force. Justification for the use of force is limited to the facts known or perceived by the officer at the time such force is used, including levels of resistance, suspect's behavioral cues, the number of officers and/or offenders present, and the availability of other options.

Force shall never be used to subject a person to torture and/or other cruel or inhumane or degrading treatment or punishment.

B. Verbal Warning

When tactically feasible, an officer will identify him/herself as a police officer and issue verbal commands and warnings prior to the use of force. When feasible, an officer will allow the subject an opportunity to comply with the officer's verbal commands. A verbal warning is not required in circumstances where the officer has to make a split-second decision, or if the officer reasonably believes that issuing the warning would place the safety of the officer or others in jeopardy.

C. Use of Deadly Force in Defense of Human Life

An officer is justified in using deadly physical force only when he or she reasonably believes such force is necessary to:

1. Defend the officer, or a third person, from the imminent threat of death or serious bodily injury.
2. Effect an arrest or prevent the escape from custody of a person whom they reasonably believe has committed, or attempted to commit a felony involving the infliction or threatened infliction of serious physical injury; AND the officer

reasonably believes this person still poses a significant threat of death or serious physical injury to the officer or other persons.

See, Tennessee v. Garner, 471 U.S.1, 85 (1985.): The United States Supreme Court ruled that the use of deadly force to prevent the escape of a suspected felon violates the Fourth Amendment prohibition against

unreasonable seizure if used against an apparently unarmed, non-violent suspect (the case involved a burglary suspect). The Supreme Court further stated that deadly force may be used against an offender who has attempted or committed an offense involving the infliction or threatened infliction of great bodily harm. **Deadly force may not be used against an unarmed, non-violent, property crime offender.** The United States Supreme Court decision went on to state that when an officer is justified in the use of deadly force he will, **if feasible**, first give a verbal warning. (Example: "Police Officer, Halt").

3. To prevent a suspect's escape when there exists no reasonable alternative to apprehend the suspect. Where feasible, the officer should give warning of the intent to use deadly physical force.

D. Deadly Force Restrictions

1. Chokehold Prohibitions

A prohibition against the intentional use of a chokehold or other method of restraint applied to the neck area of another person, including but not limited to:

- A. Arm bar hold
- B. Carotid artery hold
- C. Lateral vascular neck restraint
- D. Neck restraint or hold with a knee or other object is prohibited

The use of a chokehold or neck restraint may only be used when the use of deadly physical force is authorized

2. Warning Shots Prohibited

Officers are prohibited from discharging their firearms as a means of warning or frightening a person.

3. Shooting at or from Moving Vehicles

Officers are prohibited from discharging their firearms at or from a moving vehicle, motorcycle, or bicycle (collectively, "moving vehicle") unless officers reasonably believe deadly force is necessary to defend the officer or a third person from the use, or imminent use, of deadly force. For purposes of this policy, officers will not discharge their firearms at moving vehicles except under extreme circumstances. Such discharges will be rigorously scrutinized. Officers shall, as a rule, avoid tactics that could place them in a position where a vehicle could be used against them. When confronted with an oncoming, moving

vehicle, Officers must attempt to move out of its path and should generally avoid placing themselves in situations where the use of deadly force is more likely.

4. Risk to Innocent Bystanders

When officers are about to discharge their firearms they should be aware of their field of fire, including the backstop, so as to not unnecessarily create a substantial risk of harm to innocent persons. Officers are prohibited from discharging their firearms when, based on the totality of the circumstances, discharging a firearm would constitute a greater risk to innocent human life than the subject's actions. (i.e. discharging a firearm into a crowd, or shooting into a building or through a wall, where the subject is not clearly identified and it is unknown if there are other occupants present.)

5. Drawing and Brandishing Weapons

Officers are prohibited from drawing and pointing their firearms at or in the direction of a person absent an objectively reasonable determination that the situation may escalate to the point where deadly force would be authorized under this policy. When it is determined that the use of deadly force is not necessary, officers shall, as soon as practicable, secure or holster their firearms. It is the rule of this department that drawing a firearm and pointing it at a target is considered a use of force.

6. Use of Firearm to Destroy Animals

Officers may use deadly force against an animal that represents a threat to public safety, or as a humanitarian measure where the animal poses a danger to public safety or to the officers' safety, or where the animal is seriously injured after the officers have received authorization from the animal's owner (to the extent practicable) and the officers supervisor.

7. Use of Department Weapons for Training and Other Purposes

Officers may discharge their firearms for the purpose of practice, firearms training, when on the police range or other established shooting ranges, or when authorized by the Chief of Police to participate in law enforcement competition events.

8. Use of Firearms While Under the Influence of Alcohol and/or Drugs

Officers shall not carry or use any firearms or weapons while impaired by alcohol, drugs, or any other medical condition that might interfere with their judgment or proficiency.

9. Security, Storage, and Safe Handling of Firearms

Officers shall be trained in accordance with Department guidelines, and shall obey all safety rules when handling any firearm or any other weapon. No person other than EHPD Police Officers shall be permitted access to any department-owned firearm, with the exception of: police officers from other jurisdictions in the official performance of their duty; for repair or maintenance as approved by the department; or other circumstances with the express permission of the Chief of Police.

Officers will secure and store firearms, both on and off duty, in such a way as to ensure that no unauthorized person will have access to or gain control over the firearm. All Department firearms kept at home must be secured in a safe place inaccessible to family members, especially children.

Whenever an officer is in the Department and removes his/her handgun or other weapon, the item must not be left in the open and must be secured so that it is not readily accessible to civilians, suspects, victims, or witnesses.

E. Use of Non-Deadly Force

Officers shall only use weapons and control techniques that are issued and/or approved for use by the Department. The use of non-deadly force shall be limited to defensive and control purposes. Officers shall use only the reasonable amount of force necessary to overcome resistance or accomplish the police task. The use of non-deadly force shall conform to applicable Department Standards of Conduct, policies, procedures, and training. Officers shall not carry any less lethal weapons, or employ any non-deadly techniques, prior to successfully completing the relevant Department approved training for each weapon or technique.

1. Authorization to Use Non-deadly/ Less Lethal Force

Officers are authorized to use Department approved, less lethal force techniques and authorized weapons to:

- a. Prevent the escape from custody, or to effect a lawful arrest, of a person whom the officer reasonably believes has committed an offense; or
- b. Protect or defend the officer or others from what he/she reasonably believes to be active resistance while effecting or attempting to effect an arrest, or while preventing or attempting to prevent an escape.

NOTE: Nothing in this policy is intended to discourage officers from using a higher level of force whenever such force is necessary and objectively reasonable under the circumstances.

2. Non-Deadly Force Restrictions

The following tactics of non-deadly force may be permitted in circumstances only when deadly force is authorized by this policy:

- a. Any chokeholds or neck restraints, with or without a device, that restricts a person's airway;
- b. Any strike with an impact weapon or object to a person's head or neck; and/or
- c. Any use of flashlights, radios or any other items not issued or trained specifically as defensive weapons.

In limited circumstances when a confrontation escalates suddenly, however, an officer may use any means or device at hand such as a flashlight, radio and other issued equipment, to defend him/herself, as long as the level of defensive action is objectively reasonable given the existing circumstances.

3. Impact Weapons

Authorized impact weapons may be used only when an officer is confronted with occurring or imminent active aggression against him/herself or another person. (Refer to Policy 3.4 for specifics regarding the authorized use of an Impact Weapon.)

- a. The use of a baton or similar instrument to strike a blow to a subject's arms or legs will be considered use of non-deadly force. The use of any such items to intentionally strike a subjects head or neck is prohibited except where deadly force is authorized by this policy.

4. Oleoresin Capsicum (OC Spray)

Authorized OC spray is an alternative to physical control techniques and the use of other intermediate weapons. As with any other use of force, however, OC spray must not be used indiscriminately or without just cause. Officers must be able to articulate the reason(s) the subject was sprayed with OC spray.

OC spray shall be utilized as issued and authorized to prevent injury to the subject(s), officers and others. (Refer to Policy 3.3 for specifics regarding the authorized use of a Chemical Agent.)

5. Electronic Control Weapon

An Electronic Control Device (i.e., TASER®) is authorized for use when other less lethal options have been ineffective, or when it reasonably appears that such

options will be ineffective in subduing the subject. Electronic Control Weapons shall only be used in situations where the subject is actively resisting or attempting to avoid arrest by escape and poses an imminent threat to the safety of him/herself, another person, or the officer. (Refer to Policy 3.2 for specifics regarding the authorized use of an electronic control weapon.)

F. Officer's Obligation to Stop and Report Excessive Force

1. Any officer who directly observes a use of force incident that is unreasonable, excessive or otherwise in violation with the departments Use of Force General Order and/or a violation of state or federal statute (illegal), shall contact a supervisor as soon as practicable;
2. Officer's will act to intervene and stop the unreasonable, excessive, or illegal use of force by another police officer;
3. Officers who have knowledge of excessive force, unreasonable, or illegal use of force against a person shall notify a supervisor and submit a written incident report to a supervisor in a timely fashion; and
4. There is a prohibition against retaliation for any officer that intervenes against excessive use of force, reports misconduct, or cooperates in an internal investigation

G . Training and Qualifications

In addition to training required for firearms qualification (cross reference to the Firearms Policy, G.O. 3.7), officers shall receive Department authorized training designed to simulate actual situations and conditions and, as otherwise necessary, to enhance officers' discretion and judgment in using deadly and less lethal force in accordance with this policy. In addition, officers shall be trained on the use of force continuum.

1. All officers shall, at least annually, receive in-service training in the Department's Use of Force Policy and related case law updates.
2. All officers initially qualified in the use of firearms, impact weapons, OC spray, electronic control device and control techniques shall, at least once every year re-qualify on such weapons or techniques under the instruction of a certified instructor. The initial and subsequent follow up training of the devices being carried (Taser, baton or OC) shall follow the recommendations of the manufacturer and at all times be in accordance with the standards set by the Police Officer Standards and Training Council.
3. Training and proficiency results for any authorized weapon will be documented in the training files.
4. All officers who fail to demonstrate the required proficiency with Department

issued weapons shall receive remedial training. Remedial instruction for Department issued firearms shall follow the Department's Firearms Policy. (cross reference to Firearms Policy)

5. An officer failing to demonstrate proficiency with a weapon shall not return to duty with that weapon until such time as proficiency is demonstrated and documented.
6. Only officers demonstrating proficiency in the use of Department authorized weapons shall be approved to carry such weapons. (cross reference to Firearms Policy, G.O. 3.7, and any other relevant training policies)

H. Provide Medical Aid

Any time a person has visible injuries or complains of being injured as a result of force used against him/her by an officer, the officer must take appropriate actions to provide medical care for the injured person. This includes providing first aid, requesting emergency medical services, and/or arranging for other transportation to a hospital or emergency medical facility.

Officers shall be trained in proper treatment procedures for persons exposed to chemical sprays and the effects of other less-than-lethal force. If the person is offered and/or refuses treatment, this refusal shall be recorded in the police report, along with all relevant information. In addition, the officer will also notify the Shift Commander as soon as practical. If warranted, the Shift Commander will arrange to have photographs taken of the person's injuries which will be attached to the police report.

I. Use of Force Reporting

The Department shall establish a use of force reporting system that allows for the effective review and analysis of all department use of force incidents. The reporting system shall be designed to help identify trends, improve training and officer safety, and provide timely and accurate information to the department. Employees shall complete a departmental ***Use of Force Report Form*** whenever they:

- Discharge a firearm for other than training or recreational purposes **or to destroy a sick or injured animal.** ~~This includes the use of a firearm to destroy a sick, injured, or vicious animal.~~
- Take an action that results in, or is alleged to have resulted in, injury to or the death of another person.
- Apply or show lethal-force, or apply less-than-lethal-force, including OC Spray, Electronic Control Weapon, and baton, etc. This requirement shall not apply when an officer simply draws or transports any weapon while on scene.

- Use a weaponless (compliance and control) technique or a restraining device resulting in injury requiring medical attention
1. Employee's Responsibilities
 - a. When an employee finds it necessary to use force to effect an arrest, or for any other law enforcement purpose, whether on duty or off-duty, that officer shall:
 - Notify a Supervisor of the particulars as soon as circumstances allow in those cases which require a *Use of Force Report Form*
 - Complete a *Use of Force Report Form*, which shall include all other employees involved in or witnessing the incident
 - b. All Use of Force forms and reports must be completed and forwarded to the Shift Sergeant, or designee, as soon as practical after the incident, but no later than 48 hours after the incident. However, when special circumstances exist, such as those incidents resulting in the death or serious injury of a person, the Chief of Police may grant an extension, on a case-by-case basis, and assign an alternate date and time for use of force reports to be completed and submitted.
 2. Shift Sergeant's Responsibilities
 - a. When a reportable use of force incident occurs, the Shift Sergeant, or designee, has the primary responsibility to make certain that all necessary reports are properly completed, reviewed for accuracy, and submitted as required by officers under their command. The Supervisor will sign the report and forward it to the Chief of Police.
 - b. If the use of force involves an employee who did not report to a Patrol Supervisor at that time, the employee's Unit Supervisor shall review and sign the Supervisory portion of the report. Supervisors involved in a use of force incident will forward the reports to the next level of command not involved in the incident.
 - c. When an on-duty or off-duty employee has been involved in a use of force incident, which has resulted in death or serious injury to any person, the Shift Commander will immediately report the incident to the Chief of Police, via the chain of command. This also includes those cases where any firearm is accidentally or purposefully discharged which results in injury or death to any person.
 3. Training Sergeant

The Training Sergeant will review all use of force to determine:

 - a. Whether the action was consistent with policy and procedure

- b. Whether the action warrants further administrative review/investigation
- c. Recommendations on equipment upgrades, training, and/or policy issues, if applicable


The Training Sergeant may confer with Department instructors/trainers who specialize in the field of force used, as needed. The Chief of Police will be informed about any incident that may not be consistent with policy and procedure or indicates the action warrants further administrative review/investigation.

- J. For the purpose of this General Order the following lethal and less lethal devices are authorized to be carried by members of this department, while on-duty, unless otherwise specifically authorized by the Chief of Police:
 - i. Glock .45 Caliber pistols (Model 21 or 30)
 - ii. Bushmaster or Colt AR style rifles .223 caliber
 - iii. Remington 12-gauge shotguns
 - iv. Taser X26P
 - v. ASP batons
 - vi. Guardian OC spray



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 6.6 PATROL FUNCTIONS

SUBJECT: YOUTH INVESTIGATIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: Dated 8/15/2018		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<p><i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i></p>		

I. PURPOSE:

The purpose of this policy is to provide East Hampton Police Department (“EHPD” or “Department”) personnel with a procedure for managing cases involving juveniles.

II. POLICY

All employees will be responsible for actions related to juvenile cases and will coordinate their efforts, as appropriate, with other agencies. The safety of the juvenile is the most important aspect of any juvenile investigation. The investigator must first determine if the juvenile has been harmed or is in danger of being harmed. The parent(s) or guardian(s) shall be notified as soon as practicable whenever a juvenile has been taken into custody. This policy addresses those situations unique to handling children and youth. If a subject area is not covered herein, officers should refer to other applicable policies for guidance. In such areas as investigative detentions, pat-downs, searches, and use of force, officers should refer to the appropriate policies pertaining to adult offenders.

III. DEFINITIONS

Child: Means any person under eighteen (18) years of age who has not been legally emancipated, except that: (A) for purposes of delinquency matters and proceedings, "child" means any person (i) under eighteen (18) years of age who has not been legally

emancipated, or (ii) eighteen (18) years of age or older who, prior to attaining eighteen years of age, has committed a delinquent act or, subsequent to attaining eighteen (18) years of age, (a) violates any order of the Superior Court or any condition of probation ordered by the Superior Court with respect to a delinquency proceeding, or (b) willfully fails to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice, and (B) for purposes of family with service needs matters and proceedings, child means a person under eighteen (18) years of age.

Youth: Any person sixteen or seventeen years of age who has not been legally emancipated.

Mentally Deficient: A child may be found "mentally deficient" who, by reason of a deficiency of intelligence that has existed from birth or from early age, requires, or will require, for such child's protection or for the protection of others, special care, supervision and control.

Delinquent: (A) A child may be convicted as "delinquent" who has, while under sixteen (16) years of age: (i) violated any federal or state law, except C.G.S Sections 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223 or 53a-223a, or violated a municipal or local ordinance, except an ordinance regulating behavior of a child in a family with service needs; (ii) willfully failed to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice; (iii) violated any order of the Superior Court in a delinquency proceeding, except as provided in C.G.S §46b-148; or (iv) violated conditions of probation in a delinquency proceeding as ordered by the court; (B) A child may be convicted as "delinquent" who has (i) while sixteen (16) or seventeen (17) years of age, violated any federal or state law, other than (a) an infraction, except an infraction under C.G.S. § 21a-267, subsection (d), (b) a violation, except a violation under C.G.S. 21a-279a. subsection (a), (c) a motor vehicle offense or violation under Title 14, (d) a violation of a municipal or local ordinance, or (e) a violation of C.G.S. Sections 51-164r, 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, (ii) while sixteen (16) years of age or older, willfully failed to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice, (iii) while sixteen (16) years of age or older, violated any order of the Superior Court in a delinquency proceeding, except as provided in C.G.S. §46b-148, or (iv) while sixteen (16) years of age or older, violated conditions of probation in a delinquency proceeding as ordered by the court.

Family With Service Needs: A family that includes a child under eighteen (18) years of age who: (A) has without just cause run away from the parental home or other properly authorized and lawful place of abode, (B) is beyond the control of the child's or youth's parent, parents, guardian, or other custodian, (C) has engaged in indecent or immoral conduct, (D) is a truant or habitual truant or who, while in school, has been continuously

and overtly defiant of school rules and regulations, or (E) is thirteen (13) years of age or older and has engaged in sexual intercourse with another person and such other person is thirteen (13) years of age or older and not more than two years older or younger than such child or youth.

Neglected: A child or youth may be found "neglected" who, for reasons other than being impoverished: (A) has been abandoned, (B) is being denied proper care and attention, physically, educationally, emotionally, or morally, or (C) is being permitted to live under conditions, circumstances, or associations injurious to the well-being of the child or youth.

Abused: A child or youth may be found "abused" who (A) has been inflicted with physical injury or injuries other than by accidental means, (B) has injuries that are at variance with the history given of them, or (C) is in a condition that is the result of maltreatment, including, but not limited to, malnutrition, sexual molestation or exploitation, deprivation of necessities, emotional maltreatment, or cruel punishment.

Uncared For: A child or youth may be found "uncared for" who is homeless or whose home cannot provide the specialized care that the physical, emotional or mental condition of the child or youth requires. For the purposes of this section, the treatment of any child or youth by an accredited Christian Science practitioner, in lieu of treatment by a licensed practitioner of the healing arts, shall not of itself constitute neglect or maltreatment;

Delinquent Act: Means (A) the violation by a child under the age of sixteen (16) of any federal or state law, except the violation of C.G.S. Sections 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, or the violation of a municipal or local ordinance, ~~except an ordinance regulating behavior of a child in a family with service needs~~, (B) the violation by a child sixteen (16) or seventeen (17) years of age of any federal or state law, other than (i) an infraction, except an infraction under C.G.S. §21a-267, subsection (d), (ii) a violation, except a violation under C.G.S. §21a-279a, subsection (a), (iii) a motor vehicle offense or violation under Title 14, (iv) the violation of a municipal or local ordinance, or (v) the violation of C.G.S. Sections 51-164r, 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, (C) the willful failure of a child, including a child who has attained the age of eighteen (18), to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child has notice, (D) the violation of any order of the Superior Court in a delinquency proceeding by a child, including a child who has attained the age of eighteen (18), except as provided in C.G.S. §46b-148, or (E) the violation of conditions of probation in a delinquency proceeding by a child, including a child who has attained the age of eighteen, as ordered by the court.

Serious Juvenile Offense: (A) the violation of, including attempt or conspiracy to violate, C.G.S. Sections 21a-277, 21a-278, 29-33, 29-34, 29-35, 53-21, subsection (a),

subdivision (2) or (3), 53-80a, 53-202b, 53-202c, 53-390 to 53-392, inclusive, 53a-54a to 53a-57, inclusive, 53a-59 to 53a-60c, inclusive, 53a-64aa, 53a-64bb, 53a-70 to 53a-71, inclusive, 53a-72b, 53a-86, 53a-92 to 53a-94a, inclusive, 53a-95, 53a-100aa, 53a-101, 53a-102a, 53a-103a or 53a-111 to 53a-113, inclusive, 53a-122, subsection (a), subdivision (1), , 53a-123, subsection (a), subdivision (3), 53a-134, 53a-135, 53a-136a or 53a-167c, 53a-174, subsection (a), 53a-196a, 53a-211, 53a-212, 53a-216, or 53a-217b, or (B) running away, without just cause, from any secure placement – other than home – while referred as a delinquent child to the Court Support Services Division, or committed as a delinquent child to the Commissioner of Children and Families for a serious juvenile offense.

Serious Juvenile Offender: Any child convicted as delinquent for the commission of a serious juvenile offense.

Serious Juvenile Repeat Offender: Any child charged with the commission of any felony if such child has previously been convicted as delinquent or otherwise convicted at any age for two violations of any provision of Title 21a, 29, 53, or 53a that is designated as a felony.

Alcohol-Dependent: A psychoactive substance dependence on alcohol as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders".

Drug-Dependent: A psychoactive substance dependence on drugs as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders." No child shall be classified as drug-dependent who is dependent: (A) upon a morphine-type substance as an incident to current medical treatment of a demonstrable physical disorder other than drug dependence, or (B) upon amphetamine-type, ataractic, barbiturate-type, hallucinogenic, or other stimulant and depressant substances as an incident to current medical treatment of a demonstrable physical or psychological disorder, or both, other than drug dependence.

IV. PROCEDURES

A. Coordination of Investigative Activities

The East Hampton Police Department will coordinate with Juvenile Court, and Department of Children and Families (DCF) with regards to handling juvenile matters, which will include at a minimum:

- Design and implementation of programs intended to prevent and control delinquent and criminal behavior by juveniles.
- Design and implementation of department policies with regard to juveniles.

- Encouraging review and comments by other departments and agencies regarding the handling of juvenile matters.
- Follow-up of juvenile arrests and/or referrals.
- Diversion of juvenile defendants to local programs

B. Assignment of Juvenile Cases

All police personnel assigned a case in which either the complainant or the victim is a juvenile will investigate the case to its logical conclusion, unless circumstances dictate the need for a supervisor's involvement.

C. Use of Discretion with Juvenile Offenders

Investigating officers have a number of options available to them when handling cases involving juvenile offenders. Officers dealing with juvenile offenders should use the least coercive among reasonable alternatives. It shall be the investigating officer's responsibility to determine a juvenile's status by reviewing prior cases, documenting police involvement, and court dispositions. The officer shall use this information in making their decision on how best to deal with that juvenile. The investigating officer should consult with his/her supervisor prior to making such a decision. This will prevent juveniles who have or have not had prior involvement with the police and/or juvenile court from being subjected to consequences either too severe or too lenient. In making his/her decision(s), the officer should consider:

- the nature of the offense
- the age of the offender
- past police involvement
- possibility of gang affiliation
- complainant and/or victim's input
- public safety
- the availability of community based programs for the juvenile
- any other legitimate issue related to the case

The officer should never consider:

- race of the offender
- ethnicity of the offender
- sex of the offender
- economic status of the offender

D. Options Available for Handling Juvenile Offenders

1. Handle in Department with Parent or Guardian: Facts and circumstances may suggest that the best alternative to deal with a juvenile would be to avoid referral to a government agency by allowing the parent or guardian to take

responsibility for the juvenile. Prior to selecting this alternative, officers will review the juvenile's available history and consult with their supervisor to ensure that the consequences are not too lenient. This option is most appropriate when the juvenile is responsible for relatively minor offenses only.

2. Refer to Juvenile Court: Officers may find that, due to the nature of the charges, a referral to the appropriate juvenile court is the best available alternative. In determining which court to refer the juvenile offender to the officer must be familiar with jurisdictional concerns of the Connecticut juvenile justice system.

- a. Considerations for referral to juvenile court:

- (1) Juveniles with Connecticut address: The juvenile court which has jurisdiction over the case is the juvenile court which serves the juvenile's town of residence, which may not be the court serving the location where the crime was committed.
- (2) Juveniles with an out-of-state address: If a juvenile from another state is detained as a result of any offense other than a serious juvenile offense as described in C.G.S. §46b-120, the officer should process that juvenile offender according to procedures for Connecticut residents, but no court date should be given. The paperwork will be forwarded to Superior Court Juvenile Matters and they will contact the authorities in that juvenile's state of residence.
- (3) Transport to a juvenile detention facility: Juvenile offenders who are detained for a serious juvenile offense as described by C.G.S. § 46b-120 should be transported to a juvenile detention facility without delay. An arrest warrant, Take Into Custody Order, or Order To Detain signed by a judge is required to admit a juvenile into a State Juvenile Detention center, regardless of the charge.
- (4) Court Dates: When not placed in a State Juvenile Detention Center, the officer shall serve a written summons on the child and parents/guardian/suitable person/agency. Officers will prepare and serve the juvenile summons and complaint/promise to appear (JD-JM-95). The appearance date, for those offenders not taken to a juvenile detention facility, should not be less than five nor more than ten business days from the date the summons is served. In the event of multiple juvenile arrests, the arresting officer should attempt to stagger the appearance dates

for the juveniles within the five-to-ten business day window to ensure that no more than four juveniles appear on the same day. If the number of juveniles being referred requires more than four to appear on a single day, the officer should follow the five-to-ten day requirement and refer them as required by statute. Superior Court Juvenile Matters should be advised ahead of time when large numbers of juveniles are being referred.

- (5) Juvenile Summons: A juvenile summons may only be issued to a juvenile sixteen (16) years of age and under for juvenile court delinquency matters only.
- (6) Sixteen (16) and Seventeen (17) year olds charged as adults: Sixteen (16) and Seventeen (17) year olds charged as an adult should be issued an infraction, misdemeanor summons, or U.A.R.
- (7) Family violence matters: Juveniles issued a summons for family violence related charges should be given a court date between five and ten days from the date of issuance of the summons. The juvenile being referred, unlike an adult, is not required to appear on the next available court date. However, the arresting officer does have the option of assigning the next available court date, or any other court date available, prior to the normal five day minimum wait. This provision does not apply to arrests where the juvenile is being transported to a juvenile detention facility.
- (8) Promise to appear (PTA): The parent/guardian or other person to whom the juvenile is being released must sign the Promise to appear for the juvenile and parent/guardian or any other adult having control over the juvenile.
- (9) Notice to Superintendent of Schools: Whenever any person ages 7 to 21, and enrolled in school, is arrested for committing a felony, a Class A misdemeanor, or a violation of C.G.S. §53-206c which prohibits the sale, carrying, and brandishing of a facsimile firearm, police must orally notify the superintendent of schools for the school district in which the person resides by the end of the next weekday following the arrest, of the identity of the person and the alleged offense. Written notification to the superintendent must be made within 72 hours of the arrest and include a brief description of the incident per C.G.S. §10-233h.

The arresting officer shall complete form GPD 40 Juvenile Arrest Report to Superintendent of Schools and submit with all arrest paperwork. This will be reviewed by the The Chief of Police or his designee shall and forwarded the pertinent details to the Superintendent of Schools for the jurisdiction in which the juvenile offender resides.

3. Refer to social services:

a. Families with Service Needs (FWSN) In some cases, a juvenile, whether or not he/she is an offender, may be identified as coming from a family with service needs. A family with service needs is one which includes an unemancipated person under the age of eighteen (18) years old, and who is a Connecticut resident and is involved in the following non-criminal activity:

- (1) Has without just cause run away from his/her parental home or other residence.
- (2) Is beyond the control of his/her parents or guardian(s).
- (3) Has engaged in the indecent or immoral conduct.
- (4) Is a truant or habitual truant or who, while in school, has been continuously and overly defiant of school rules and regulations.
- (5) Is 13 years or older and has engaged in sexual intercourse with another person who is 13 or older and not more than two years older or younger than the other person.

b. Offenders from FWSN families may be provided additional services by directing their parents or guardians to the appropriate social service agency or referring the child to juvenile court by completing JD-JM-24. A child may be referred as a "FWSN" even if they have not committed a criminal act. The officer's duties with regard to a child who is a member of a family with service needs are as follows:

- (1) Attempt to locate the child.
- (2) If located, transport the child to the home of the parent.
- (3) Hold the child in protective custody for a maximum period of twelve (12) hours until a more suitable disposition can be determined. At no time may a child from a family with service needs be held in a secure area such as a cell, lockable room (exit restricted), or holding cage.
- (4) If the parent/legal guardian refuses to allow the child to come home and also refuses permission for the child to enter an alternative housing program, the child should be reported to the Department of Children and Families at 1-800-842-2288 and, for

Connecticut residents, a referral to court made.

- (5) If the child refuses to return home due to allegations of abuse or neglect, or if an out of state runaway refuses to return home and refuses DCF service, call DCF at 1-800-842-2288 for notification of the child's refusal and location. For out-of-state runaways, notify the parents of their right to pursue a requisition process through their state's interstate Compact office.
- (6) If the child refuses all other options, the child may be released. This action should be avoided but may be necessary if the child is going to be held beyond the twelve (12) hour limit. Referral to court should be made in such a case.

E. Interrogation of Juvenile Offenders

The rules governing the questioning of children are, as a matter of constitutional law, the same as those governing the questioning of adults, with the following exceptions:

1. Taking a Statement from a Juvenile Under Age Sixteen (16):
 - a. A parent or guardian must be present.
 - b. Both the juvenile and the parent or guardian must be advised of their Miranda rights.
 - c. The parent/legal guardian and juvenile must both sign a written waiver of their Miranda rights in order for the statement to be admissible.

If any of the above requirements are not met, questioning about the alleged offense(s) may not occur.

NOTE: this applies to any admission, confession or statement, written or oral, made by a person under sixteen (16) years old to a police officer or Juvenile Court official regardless of whether they are in custody or subject to interrogation or not.

2. Taking a Statement from a Sixteen (16) or Seventeen (17) Year Old Juvenile:
 - a. The police officer must have made reasonable efforts to contact a parent or guardian of the juvenile.
 - b. Officers will document efforts to contact a parent/guardian and include this information in the narrative report.
 - c. Such juvenile must be advised that the juvenile has the right to contact a parent or guardian and to have a parent or guardian present during any interview.

- d. The juvenile and parent or guardian must be advised of their Miranda rights.
- e. The juvenile; and if present, the parent/guardian, will sign a written waiver of their Miranda rights in order for the statement to be admissible.

NOTE: this section applies to any admission, confession or statement, written or oral, made by a sixteen (16) or Seventeen (17) year old to a police officer or Juvenile Court official regardless of whether they are in custody or subject to interrogation or not.

3. Admissibility of Statement: The admissibility of any admission, confession or statement, written or oral, made by a juvenile sixteen (16) or seventeen (17) years of age to a police officer shall be determined by considering the totality of the circumstances at the time of the making of such admission, confession or statement. To the extent possible, officers should document and include in the narrative report, the circumstances in which the statement was made, including any information indicating the:
 - a. age, experience, education, background, and intelligence of the juvenile.
 - b. the capacity of the juvenile to understand the advice concerning rights and warnings given, the nature of the privilege against self-incrimination, and the consequences of waiving such rights and privileges.
 - c. the opportunity the juvenile had to speak with a parent, guardian, or some other suitable individual prior to or while making such admission, confession or statement.
 - d. the circumstances surrounding the making of the admission, confession, or statement including, but not limited to:
 - when and where the admission, confession, or statement was made
 - the reasonableness of proceeding, or the need to proceed, without a parent or guardian present
 - the reasonableness of efforts by the police to attempt to contact a parent or guardian
 - e. Statements from sixteen (16) or seventeen (17) year olds charged with Title 14 offenses are not subject to juvenile restrictions on admissibility if the case is transferred from adult to juvenile court

4. Recording of Custodial Interrogations: Whenever possible, an electronic recording should be made of any statement made by a child under investigation for, or accused of, a capital felony or a class A or B felony made as the result of a custodial interrogation at a place of detention.
5. Limitations on interrogations of juvenile offenders:
 - a. There cannot be more than two (2) officers in the same room as the interview and/or the interrogation.
 - b. Juveniles will not be interrogated or held in custody longer than six (6) hours. The six hour period begins when the juvenile enters the secure area and ends when the juvenile leaves the police station.

F. Processing of Juveniles in Custody

Any juvenile charged with a crime may be required to submit to the taking of their photograph, physical description, and fingerprints. The processing officer shall complete the following information when handling the arrest of a juvenile offender:

1. Juvenile personal information sheet
2. Photograph with case number and letters "JV" on the mug placard to identify the individual as a juvenile;
3. Two unique fingerprint cards to identify the individual as a juvenile; and
4. Juvenile prisoner card indicating the name of the child, birth date, sex, race, most serious offense, location the child was held, time in and time out, processing officer, and person or agency released to.

G. Holding a Juvenile within the Police Station

In addition to the following procedures, all officers shall comply with the provisions of East Hampton policy on Securing Prisoners, G.O. 5.10, when handling juvenile offenders. In making the decision whether or not to release a juvenile from police custody, the least restrictive option should always be considered with detention being the last resort.

1. Separation of juveniles from adult offenders
 - a. Juveniles will not be placed in locations where they could have contact with adult offenders within the police station. Contact is defined as sight and sound contact, or when normal conversation can take place.
 - b. Separation must be complete. Haphazard or accidental contact is not permitted.

- c. Juveniles may be held in the cell block in an area where they cannot see or communicate with adult prisoners.
- d. A sixteen (16) year old with both juvenile and adult charges:
 - may be held in an adult cell, as an adult, with other adults, if the reason for holding is for adult charges
 - may be held in a juvenile cell, as a child, if the reason for holding is for juvenile charges

2. Detention of Juvenile Offenders

Only juveniles alleged to have committed a delinquent offense may be held in a police lockup. Juveniles are to be monitored at all times while being detained. Juvenile offenders may be held in appropriate secure areas for a maximum of six (6) hours. The six hour period begins when the juvenile enters the secure area and ends when the juvenile leaves the police station. Officers will document the reason for holding any juvenile in a secure area **and a supervisor will be notified.**

H. Options for Release from Police Custody

When a sixteen (16) or seventeen (17) year old is both a child and an adult in the same case, the child may be released on the *adult charge* using any available adult options. On the juvenile charge, and in general, officers may utilize the following options as appropriate:

1. Release to a parent, guardian, or other suitable person or agency
2. At the discretion of a supervisor, the officer may release the juvenile to the juvenile's own custody. When exercising this option, which should only be as a last resort, the officer must:
 - a. Make a reasonable effort to notify the parent or guardian. This may be accomplished by phone, email, or text message.
 - b. Make a reasonable effort to provide a copy of a written complaint and summons to the parent or guardian or some other suitable person or agency prior to the court date on the summons. This may be accomplished by certified mail with return receipt.
 - c. Document all efforts and steps taken to notify the parent/guardian and to provide them with a copy of the written complain/summons.

- d. Notify the parent/guardian of the nature of the charges, and the planned course of action, even when release is to someone other than a parent.
3. Turn over the child to a State Juvenile Detention Center
 - a. Officers shall contact the detention facility to notify them that a juvenile is being transported to their facility.
 - b. Juvenile detention will accept only the following juveniles for admission:
 - Juveniles charged with a serious offense as described in C.G.S. §46b-120.
 - Juveniles who are the subject of an outstanding warrant or other court order to take such child into custody.
 - Juveniles who are subject of an Order to Detain signed by a judge. An Order to Detain may be obtained at any time and would be appropriate for a juvenile charged with a crime for whom a parent or guardian cannot be reached, a suitable person cannot be identified or the parent/guardian, or shelter refuses to take the juvenile. The officer must first notify the Department of Children and Families at 1-800-842-2288 and attempt to place the juvenile into a DCF facility. An application for Order to Detain should only be prepared by the officer if DCF is unable to provide shelter within a reasonable time period. The police officer may request at the time of application for an arrest warrant or Order to Detain that the child not be released prior to a court hearing.

NOTE: When a juvenile is placed in a juvenile detention facility over a weekend or long holiday period and they are not likely to be presented with 48 hours of arrest, the officer must obtain an ex-parte probable cause determination from a judge (JD-CR 94). When this document is executed, it should be delivered or faxed to the detention center where the juvenile was admitted.

I. Transportation to a Medical Facility

Officers should arrange for appropriate transportation and/or medical treatment of juveniles who are in need of immediate medical attention or under the influence of drugs or alcohol to appropriate services. If possible, notify a parent or guardian prior to transport.

J. Police Activity at Schools

1. Officers entering school grounds should be aware of the potential disruption of the educational process that police presence may cause. Prior to entering a school to conduct an investigation, arrest or search, officers should consider the necessity of such action based on:
 - a. The potential danger to persons
 - b. The likelihood of destruction of evidence or other property
 - c. The ability to conduct the investigation, arrest, or search elsewhere

~~With the exception of emergency circumstances, police should act through the School Resource Officer whenever they plan any activity on school grounds~~

2. Student Interview and Interrogation

When questioning student witnesses or victims, officers are encouraged to have a school administrator present. When the questioned student is a suspect and a juvenile, a parent or legal guardian must be present during any interviews or questioning of the student. The parent/guardian and student must both be advised of the student's rights as outlined herein.

3. Taking a Student Into Custody

Officers should remove students from school premises only after placing them under arrest or obtaining parent/guardian and student consent.

K. Child Abuse and Neglect

As required by C.G.S. §17a-101, when officers have reasonable cause to suspect that a child or youth (child abuse and neglect statutes pertain to all under the age of 18 years) has been abused or neglected, an immediate telephone report to the Department of Children and Families Child Abuse and Neglect HOTLINE must be made (1-800-842-2288).

1. Reasonable Cause: An officer can have "reasonable cause" to suspect that a child is abused or neglected if, considering what physical evidence the officer observes or is told about, and from the officer's own training and experience, it is possible that the injury or condition was caused by neglect or by non-accidental means. The officer need not be absolutely certain in order to possess the necessary reasonable cause.

2. Criminal assault: In situations where a child is injured by an individual such as a neighbor or stranger who is not a parent, guardian, foster parent, school employee or volunteer, staff personnel or volunteer of a day care setting, staff of a licensed camp, or employee or volunteer in a residential child care setting, officers should proceed with the incident as a criminal assault and a report to DCF is not required. A written report to DCF must follow within 48 hours. State report form DCF 136 will be used. The following categories must be reported:
 - a. Abuse, including:
 - Non-accident injuries
 - Injuries without consistent explanations
 - b. Maltreatment, including:
 - Malnutrition
 - Sexual Abuse
 - Sexual exploitation
 - Deprivation
 - Emotional maltreatment
 - Cruel punishment
 - c. Neglect, including:
 - Abandonment
 - Denial of proper care and attention
 - Living under conditions which are injurious to well being
 - At risk of abuse

L. Truancy Complaints

Complaints that are alleging truancy will be referred to the school where the youth is or should be enrolled in, for their appropriate action. Truancy cases for juveniles may also be referred to the Juvenile Review Board where appropriate. Prior to making such a referral, officers will consult with the Chief of Police.

L. Maintaining Juvenile Records

The Records Clerk shall be responsible for the collection, dissemination, and retention of juvenile records. All records pertaining to juveniles shall be considered confidential. All persons requesting juvenile records will be referred to the Records Clerk, who will release records and information concerning juveniles only in conformance with applicable Connecticut State Statutes. Fingerprint cards and records relating to juvenile offenders shall not be open to the public inspection, except as authorized by C.G.S. §46b-124 and shall not be combined

with fingerprint cards and records relating to adult offenders. Erasure of records regarding juveniles shall comply with C.G.S. §46b-146. Upon the receipt of a court order to expunge or seal a criminal history record, the Records Clerk shall ensure that the requirements of the order are met.

M. School Threats involving Weapons

Weapons related threats received concerning schools shall be investigated. By agreement with the school superintendent, the police investigation will take precedence but we will, in turn, keep school officials notified of the outcome of our investigation as soon as practical. Investigative steps shall include but are not limited to:

- a. Response to the school if during school hours.
- b. Interview the complainant or school employee with knowledge of the threat.
- c. Notification to the chief of police and ranking school administrator on site
- d. Identification and Investigation of the suspect making the threat
- e. Locate the suspect and identify his or her residence
- f. Interview of the parent(s) or guardian
- g. Interview other witnesses
- h. Interview of the suspect following juvenile interview procedures if applicable
- i. Seek consent to search the areas under the suspect's control to determine if there is means to carry out the threat.
- j. Consider a search warrant if PC exists and the suspect is not cooperative.
- k. Notify the ranking school administrator when an arrest is made and or when appropriate for them to initiate their internal investigation.
- l. **Access and review school video surveillance systems.**

WORKING AGREEMENT
BETWEEN
THE TOWN OF EAST HAMPTON
AND
LOCAL R1-216
NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES
NAGE

JULY 1, 2021 - JUNE 30, 2024
(Highlighted)

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EAST HAMPTON TOWN EMPLOYEES

DEFINITIONS

The following definitions shall be used and applied to all sections of this Agreement.

Chief Administrative Officer Town Manager - shall mean the Town official filling the Charter designated position of Town Manager, who is recognized as the Chief Administrative and Chief Executive Officer of the Town pursuant to law.

Members of the Unit - shall include all members of the bargaining unit.

Regular Full-time Employees - shall mean any employee in the bargaining unit who works twenty (20) hours or more per week.

Full-time Employee and Regular Full-time Employee - shall mean the same thing, an employee in the bargaining unit.

Resignation without Prejudice - shall mean any employee who voluntarily resigns from Town service with no disciplinary charges pending against him/her.

Resignation with Prejudice - shall mean any employee who resigns rather than facing charges against him/her.

PREAMBLE

This Agreement made and entered into by and between the TOWN OF EAST HAMPTON, CONNECTICUT (hereinafter referred to as the "Town") and LOCAL R1-216 of the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union") by virtue of negotiations between the Town and the Union under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut (hereinafter referred to as "MERA"), as amended from time to time, in order to fix the wages, hours of employment and other conditions of employment of all members of the unit as that term is hereinafter defined.

ARTICLE I RECOGNITION AND UNIT DESCRIPTION

Section 1. The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees of the Town working twenty (20) or more hours per week, including without limitation, all clerical, secretarial and technical employees working in the Town Hall ("Town Hall Group"), **Children's Library, Children's, Adult/Young Adult, Reference/Young Adult Library, Library Acquisition Manager Head of Circulation and Technical Services**, WPCA clerical position, Public Works clerical position and all employees in the Town's Public Works Division ("Public Works Group"), excluding however, the Director of Public Works, the Administrative Secretary to Council/Manager, the Personnel Technician, department heads, seasonal, and temporary employees and all others excluded by virtue of the provisions of MERA.

Section 2. Hereinafter all of the employees in the bargaining unit shall be referred to collectively as "the Unit" and all members of the Unit shall be referred to as the "employee or employees."

ARTICLE II UNION SECURITY

Section 1. The Town agrees to deduct from the pay of all employees who individually certify in writing to the Town that they authorize such deductions, such dues and fees as may be fixed and certified to the Town by the Union and allowed by MERA. The Town will remit to the Union any amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such authorizations, forwarded to the Town not less than ten (10) days prior to the first pay day of the month, shall be effective the month received by the Town.

Section 2. All employees ~~shall, as a condition of employment with the Town, may elect to become members of the Union or authorize in writing that an agency service fee be deducted from their salary using the procedures provided above for voluntary dues deductions within sixty (60) days after execution of this Agreement. The agency service fee shall represent the cost of collective bargaining, contract administration and grievances adjustment and shall not exceed the amount of the uniformly assessed Union dues or agency fee deductions within sixty (60) days after their first day of work for the Town.~~ If an employee resigns, retires, is terminated or receives a leave, any unused portion of his Union dues ~~or agency fee~~ shall be returned to said employee upon his written request to the Town and the Union. When an employee

does not have sufficient money due him after deductions required by law, Union dues ~~or agency service fees for~~ such deduction periods shall be deducted in the first dues ~~or service fees~~ deduction pay period in which the employee has sufficient funds due him.

Section 3. The Union, its officers and members, shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for the purpose of not joining the Union.

Section 4. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article II. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were, or should have been, made.

ARTICLE III WAGES

Section 1. The pay rates and pay ranges for job classes in the Unit, for the period July 1, **2015** through June 30, **2018-2024**, are set forth in Appendix A, attached hereto and made a part hereof.

Section 2. The hourly wage is official. The “yearly” wage is for informational purposes only and based on a regular hourly schedule.

ARTICLE IV HOLIDAYS, PERSONAL DAYS AND FAMILY FUNERAL LEAVE

Section 1. The Town shall provide the following paid holidays for all regular full-time employees of the unit:

New Year’s Day	Columbus Day
Martin Luther King Day (observed)	Veteran’s Veterans Day
President’s Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day	Two Floating Holidays
Labor Day	

In the event that any of the above mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday; in the event the holidays falls on a Sunday, it shall be observed on the following Monday. In order to receive pay for an observed holiday, an employee must be in work or paid leave status on the scheduled work day immediately preceding, and following, the holiday. The Town may, if abuse is suspected, require a note from the treating physician for the illness that caused the absence the day before and/or the day after a holiday, in order for an employee to qualify for holiday pay.

Section 2. If a holiday falls while an employee is on sick leave, he shall be paid for the holiday and no deduction shall be made from his sick leave bank. If a holiday falls during an employee's vacation, he shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 3. A full time employee who has successfully completed the entry level probationary period may be granted paid personal leave days. Such days may only be taken with the approval of the employee's immediate supervisor, which will not be unreasonably denied; the **day time** will be used for necessary personal business that otherwise cannot be conducted outside of the work day.

Three (3) personal leave days will be granted to each employee at the beginning of each contract year. Personal leave days not used in one **(1)** contract year will not carry over into any later contract years. Pay shall be equal to the hourly rate times the number of hours in a regularly scheduled day for each particular employee. At the discretion of the employee's supervisor, personal leave days may be combined with vacation or may be taken with other personal leave days in the same week. Except in the case of an emergency, employees must request approval from their immediate supervisor to take such leave at least **forty-eight** (48) hours in advance.

Approved personal leave may be taken in one-half (1/2) hour increments.

Section 4. Each full-time employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt or uncle or niece or nephew.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1) more day of paid leave, which may be used for travel after the funeral.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

Section 5. Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

ARTICLE V HOURS OF WORK

Section 1. The standard work week for regular, full-time employees in the Town Hall Group shall consist of thirty-five (35) hours made up of three (3) days of seven (7) continuous hours Monday, Wednesday and Thursday from 8:00 a.m. to 4:00 p.m., exclusive of an unpaid lunch period of one (1) hour duration; as well as one (1) day, Tuesday, of nine and one-half (9½) continuous hours from 8:00 a.m. to 6:30 p.m. exclusive of an unpaid lunch period of one (1) hour; and one (1) day, Friday, of four and one-half (4½) continuous hours, 8:00 a.m. to 12:30 p.m.

The Water Pollution Control/Joint Facilities Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 4:00 p.m. Monday through Friday with an unpaid lunch period of one (1) hour. The Public Works Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 3:30 p.m. Monday through Friday with an unpaid lunch period of one-half (½) hour.

Section 2. Except as set forth below, the standard work week for regular, full-time employees in the Public Works Group (which shall consist of the following positions: Foreman, **Chief Mechanic**, **Mechanic**, Crew Leader **DPW, Crew Leader Maintenance**, Maintainer I, II, III, Parks and Recreation, ~~**Mechanics Aide/Maintainer II**~~) shall consist of forty (40) hours made up five (5) days of eight (8) continuous hours each, Monday through Friday, from 7:00 a.m. to 3:30 p.m., exclusive of an unpaid lunch period of one-half (½) hour duration (for exception see Section 6 below).

Effective the first full week of July of each year, the standard work week for regular full-time employees in the Public Works Group (excluding Parks and Recreation, **Chief Mechanic**, **Mechanics** and ~~**Mechanics Aide/Maintainer II**~~) shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days, Monday through Friday, 6:00 a.m. to 2:30 p.m., with an unpaid one-half (½) hour for lunch. Lunch shall be from 11:00 a.m. to 11:30 a.m. This summer schedule shall remain in effect through the last full week in August.

The Building Maintainer's standard work week shall consist of forty (40) hours comprised of five (5) consecutive eight (8) hour days, Monday through Friday, normally 5:30 a.m. to 2:00 p.m. with an unpaid one-half (½) hour lunch, provided, however, the hours within a day shall flexible pursuant to the operational requirements of Town buildings.

When the Building Maintainer is out of work or if the needs of the Town require additional assistance with building maintainer duties and responsibilities, Maintainer II employees may be assigned such duties and responsibilities. Additionally, the Building Maintainer may be assigned Maintainer II duties and responsibilities. Building Maintainer assignments include all of the duties and responsibilities of the position, including, but not limited to, building and outside work. Accordingly, such assignments and the day to day duties and responsibilities of Building Maintainer shall be at the discretion of the Town.

Section 3. Working hours may be altered by mutual agreement between the Town and the Union. The Town reserves the right to temporarily alter hours after consultation with the Union.

Section 4. Each employee may have two (2) fifteen (15) minute coffee breaks each workday, one in the morning and the other in the afternoon.

Section 5. When an employee is required to work for extended periods during emergency winter and other conditions, no such employee shall be required to work more than ten (10) consecutive hours in addition to said employee's normal work day. Each employee shall be granted up to four (4) hours of rest time with pay at the said employee's regular base rate of pay after working sixteen (16) consecutive hours to be used, at the Town's discretion, either during the employee's work day on the specific day that the employee earned the use of the rest time or within the same payroll period that the employee earned the rest time. The rest time provided for in this Section 5 shall be scheduled by the Town in its absolute discretion with a view toward maximum efficiency of work and safety of employees.

Section 6. The standard number of hours of work for library positions in a work week is thirty-five hours (with an unpaid lunch break of one (1) hour).

Assignment of flexible hours to library positions shall be in accordance with past practice.

Section 7. Volunteers - The library shall not depend on volunteers for daily operations but may use volunteers as long as they do not displace any current employee.

ARTICLE VI OVERTIME AND HOLIDAY PAY

Section 1. All employees in the Town Hall Group who perform authorized overtime in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime. Except that as provided for in the amended Article V, Section 1, the day (Tuesday) of nine and one-half (9½) continuous hours shall be considered at the regular rate of pay for all nine and one-half (9½) hours and shall be exempt from overtime.

Section 2. All employees in the Public Works Group, including the Building Maintainers (custodians), who perform authorized overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime.

Section 3. When a full-time employee is ordered to work on an official town holiday, as defined in Article IV above, he shall be compensated at the rate of one and one-half (1½) his regular base rate of pay in addition to holiday pay for all hours actually worked and authorized; excepting, however, an employee working on New Year's Day, Memorial Day, Thanksgiving Day and Christmas shall be compensated at the rate of twice the employee's regular base rate of pay in addition to the holiday pay for all authorized overtime. The holiday for double pay purposes shall be the entire twenty-four (24) hour period. Work authorized on Sunday shall be paid at the double time rate.

Section 4. Overtime assignments shall be allocated among full-time employees within the classifications requiring the overtime on a fair and reasonable basis to the fullest degree practicable, by rotation on a seniority basis, subject to the employee's classification and ability to perform the required work. If an employee is scheduled for, or offered overtime, and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked.

Section 5. The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Should the Town be unable to fulfill its overtime schedule because of a number of refusals, the Town may require the least senior employees, from the classifications needed, to do the necessary work required.

Section 6. When a regular full-time employee, after departing from his regularly scheduled work day, is officially ordered to report back to work for emergency service, he shall be compensated for all hours worked, at the rate of one and one-half (1½) times his regular base rate of pay, or four hours at his regular rate of pay, whichever is greater. Only hours worked between the employee's regularly scheduled quitting time and one (1) hour before his next regularly scheduled starting time are subject to this provision. Continuous hours of overtime at the end of the regular workday will be compensated on an as worked basis.

Section 7. When a regular, full-time employee is officially ordered to report to work for emergency service (i) one (1) hour before his next regularly scheduled starting time, he shall be compensated for said one (1) hour at the rate of one and one-half (1½) times his regular base rate of pay or (ii) in excess of one (1) hour before his next regularly scheduled starting time, he shall be compensated for all hours worked at the rate of one and one-half (1½) times his regular base rate of pay or four (4) hours at his regular base rate of pay, whichever is greater.

Section 8. An employee called to work before or after his regularly scheduled work day shall be paid from the time he is called to report to work, provided he reports for work no later than thirty (30) minutes after such notification, otherwise, he will be paid from the time of reporting.

Section 9. Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay.

Section 10.

A. During the winter snow and ice control operations, or during other emergency situations, **the Town, in its discretion, may provide a meal to eligible bargaining unit employees from a local eating establishment that the Town has an account with in an amount of up to the allowances set forth below. If a meal from a local eating establishment is not an option offered by the Town, eligible employees will be paid for meals reimbursed for meals (with the submission of a receipt) for the performance of work while on working overtime work, not more than in an amount of up to** the following:

Breakfast	\$10.00
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Lunch	\$15.00
Supper	\$20.00

Employees called in prior to 6:00 a.m. shall **receive be eligible for the** breakfast **meal allowance**, and those working an extended work day after 6:00 p.m. shall be **provided eligible for the** supper **meal allowance**. In order to qualify for **a paid meal period the applicable meal allowance**, an employee must be **employed-working** during the times referred to above. **Additionally, the meal must be purchased on the day of the actual event giving rise to the meal allowance.**

B. Town Hall employees attending seminars, etc. will be **paid for meals eligible for a meal allowance** while attending **the specific function, not more than in an amount of up to** the following:

Lunch	\$9.00-\$15.00
Supper	\$20.00

If a function or seminar includes the cost of meals, the Town will pay for the cost of the function **and the meal allowance shall not apply.**

Section 11. A Recording Clerk performing work after 6:00 p.m. shall be paid one and one-half (1½) times his or her regular hourly rate of pay or the amount of forty dollars (\$40.00), whichever is greater.

ARTICLE VII SENIORITY

Section 1. The purpose of seniority is to provide a declared policy of right of preference as to layoffs, transfers, vacations, promotions and other working conditions.

Section 2. For the purposes of this Agreement, seniority shall be based on the employee's total length of continuous service as a regular, full-time employee of the Town and shall be determined from the date such employee was officially appointed as a regular full-time employee.

Section 3. All new employees covered by this Agreement shall serve a probationary period of six (6) months. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the **Chief Administrative Officer-Town Manager**, or his designated representative, during this period. During the probationary period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever, without right of appeal. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period his seniority shall date back to the date of his original employment as an employee of the Town. If the probationary period is extended for any reason, written notice thereof shall be given to the Union.

Section 4. An employee's earned seniority shall not be broken because of absence due to illness, vacations, authorized leave, or any call to military service for the duration.

Section 5. An employee's seniority in the unit will be broken and cease when he:

- A. Quits
- B. Retires
- C. Is discharged for just cause
- D. Obtains a leave of absence by false or misleading statements
- E. Is absent from work for three (3) consecutive days without giving notice to his supervisor
- F. Exceeds a leave of absence without satisfactory explanation to the Town
- G. Fails to report to work within fourteen (14) calendar days after written notice of recall
- H. Accepts employment elsewhere while on leave of absence
- I. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed eighteen (18) months.

Section 6. The Town shall prepare a list of full-time employees, showing their seniority in length of service with the Town and deliver the same to the Union at its request but in no event more often than once per fiscal year.

ARTICLE VIII LAYOFFS AND RECALLS

Section 1. When a personnel reduction, in any classification, is required for whatever reason, employees shall be laid off in the inverse order of length of service as defined in Article VII above.

Section 2.

- A. Layoffs within classification shall be made by seniority and take effect as follows:
 - 1. Temporary and/or seasonal employees;
 - 2. Probationary employees;
 - 3. Employees working twenty (20) hours but less than forty (40) hours in the Public Works Group and thirty-five (35) hours in the Town Hall Group;
 - 4. Regular, full-time employees;
 - 5. An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in an equal or lower job classification, provided the employee qualifies for the position without retraining and has greater job seniority than the employee he replaces. Such employee's base rate in the lower classification shall be that rate, which is nearest to, but does not exceed, his previous base rate and, in no case shall the regular base rate of pay exceed the maximum base rate of the classification.

- B. Laid off employees, within classifications with the most seniority shall be rehired first, and no employee shall be hired in these classifications until all laid off employees in those classifications have been given the opportunity to return to work within fourteen (14) calendar days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last known address. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days from the delivery of said notice shall be deemed a refusal to accept re-employment. If an employee has not been recalled within a period of two (2) years, the Town will drop their name from the call list and have no further obligation under this section to rehire said employee.

Section 3. Regular employees subject to layoff shall be notified in writing, two (2) calendar weeks prior to the effective date, but, in an emergency, not less than one (1) calendar week. In the event that a layoff is pending or proposed, the Town shall notify the Union as soon as practical, but in no event less than forty-eight (48) hours prior to the time said layoff is to be effective.

Section 4. Members of the unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions. No new employees shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

Section 5. Employees reinstated, before the expiration of eighteen (18) months of their layoff, shall regain their seniority and provided, however, that the period of separation will not count toward seniority.

ARTICLE IX UNIFORMS

Section 1. **Upon submission of a receipt for the purchases,** the Town shall reimburse annually, all regular full-time employees who are normally required to wear a uniform, the actual cost of the required uniform, to include a winter jacket, a light weight jacket, pants and shirts up to a maximum of three hundred seventy-five dollars (\$375.00) per contract year, or in the case of a mechanic **up to a maximum of** four hundred dollars (\$400.00) per contract year **to also include including the cost of** coveralls, **if purchased, as if coveralls or replacement coveralls are** necessary. The color and style of such uniforms shall be agreed to by the Town and Union. The Town may designate a single source vendor to purchase the clothing from, with mutual agreement by the Town and Union giving due consideration to price and quality. Neither party's agreement will be unreasonably withheld. Cleaning of the clothing, except the **head mechanic and** mechanic's coveralls cited above, shall be the responsibility of the employee. In the event that the designated vendor cannot supply article necessary, employee may purchase same and be reimbursed by the Town with the prior approval of the Department Head.

Section 2. The Town shall reimburse each employee, who is required by law and regulations to wear safety shoes, for the purchase of said safety shoes up to a maximum of **two hundred dollars**

~~(\$200.00) in each contract year~~ two hundred twenty-five dollars (\$225.00) in each contract year upon submission of a receipt for the purchase. Safety shoes are defined as shoes with steel toes and steel shank or may be constructed of composite material as approved by the American National Standards Institute (ANSI).

Section 3. Unless otherwise authorized by the Public Works Director, employees shall be required to wear all items of the prescribed working uniform. If any employee fails to wear such uniform items as made available and prescribed by the Town, he shall be subject to the disciplinary procedure provided in Article XX.

ARTICLE X SAFETY AND HEALTH

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 2. The Town shall, at its sole cost and expense, furnish to all regular full-time employees who are normally required to wear same, foul-weather gear, i.e., raincoats, rain hats, boots, dry and wet weather gloves, etc., and for their care as necessary.

Section 3. The Town shall furnish safety helmets, safety glasses or goggles and facemasks to employees working in hazardous locations, and equipment as prescribed by the Public Works Director. If such equipment has been issued and the employee fails to wear such equipment, he shall be subject to the disciplinary procedure provided in Article XX.

Section 4. The Town shall replace such foul-weather gear and safety equipment as found necessary upon inspection, and as approved by the Public Works Director. Such replacement shall be at the Town's expense, except that gear or equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 5. If an operator of mechanical equipment reasonably believes that the equipment that he is operating, or about to operate, he/she should document the defect on the Daily Driver Inspection Report and provide a copy of the inspection report to the chief mechanic on duty. The chief mechanic shall review the report and inspect the vehicle and determine if it is safe to return to service. No employee may operate equipment that he or she reasonably believes to be unsafe.

Section 6. When, in the judgment and sole discretion of the Public Works Director or his designated foreman, there is a need to have two (2) employees per truck during emergency winter conditions, two (2) such employees shall be used in said truck whenever possible. This Section 6 shall not be construed as establishing a firm policy with respect to having two (2) employees per truck during emergency winter conditions.

Section 7. The Town agrees to abide by and follow all State and federal statutes and regulations with respect to providing safe, healthy and sanitary conditions for all employees in the unit.

**ARTICLE XI
VACATIONS**

Section 1. Regular, full-time employees shall be eligible for annual vacation leave paid at (i) thirty-five (35) hours times a Town Hall Group employee's straight time hourly rate at said employee's normal weekly salary and (ii) forty (40) hours times a Public Works Group employee's straight time hourly rate at said employee's normal weekly salary, exclusive of overtime for each week, in accordance with the following schedule:

Length of Continuous Service	Vacation Leave Earned
Less than one (1) year	zero (0) days*
Upon completion of one (1) year	ten (10) days
Upon completion of five (5) years	fifteen (15) days
Upon completion of ten (10) years	twenty (20) days
Upon completion of fifteen (15) years	twenty-five (25) days

*After six (6) months, an employee in good standing may be permitted to take five (5) days of vacation from the ten (10) days he/she will earn upon the completion of one (1) year of service.

Years of service for determining vacation eligibility hereunder shall be based upon full years of employment and the employee's anniversary date of employment shall be used.

Section 2. Requests for vacation time shall be made in advance and shall be granted where practicable to employees in accordance with seniority rights within classification. Vacation requests made without notice will be considered in light of operating needs and vacation schedules. There will be no mass shutdown for vacation purposes. **The minimum vacation period that may be taken at any time is two hour increments. The minimum amount of vacation time that may be used is two (2) hours.**

Section 3. Employees shall be allowed to accumulate unused vacation leave from year to year up to a maximum of twenty-five (25) vacation days. Notwithstanding anything to the contrary set forth in this Section 3, any employee who has accumulated in excess of twenty-five (25) vacation days as of July 1, 1990 shall be allowed to maintain said accumulated vacation time but it shall not be increased thereafter. The Town has the option to purchase excess accumulated vacation time from employees who have maintained same under this Section.

Section 4. When a holiday occurs during a regular vacation, the employee shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 5. An employee who is separated, discharged or retired from Town service shall be paid the total of his vacation leave credited prior to the date of such separation, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through his/her last day of actual employment with the Town. Retiring employees may not utilize vacation time to extend the retirement date. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.

Section 6. In the event of the death of an employee, the employee's accrued vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

ARTICLE XII SICK LEAVE

Section 1. Authorized sick leave shall be considered to be absent from duty, with pay, for the following reasons:

- A. Personal illness, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town.
- B. When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off duty hours, and provided the **Chief Administrative Officer Town Manager** is notified at least one (1) day in advance of the day on which the absence is to occur.
- C. When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family requires his personal attendance, when supported by a doctor's certificate.

Section 2. The Town may require proof of illness for any authorized sick leave, provided, sick leave in excess of three (3) consecutive days must be accompanied by a note from the employee's treating physician for the illness causing the employee's absence from work.

Additionally, in the event that an employee either demonstrates a pattern of absenteeism or an abuse of sick leave, the Town may require a note from the employee's treating physician addressing the employee's absences.

In the judgment of the **Chief Administrative Officer Town Manager**, proof of sick leave may include a doctor's certificate, or other proof of illness or injury from the employee's treating physician for the illness that caused the absence, indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive full work days or less than eight (8) full work days per rolling twelve (12) month period. If the frequency rate rises to eight (8) full work days, a doctor's certificate from the physician treating the employee for the illness that caused the absence may be required for all illnesses unless waived by the **Chief Administrative Officer Town Manager**. The Town may investigate and require proof of illness or injury for any absence for which sick leave is requested.

Section 3. In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify either the employee's department head or his designated representative, of his illness or injury at least thirty (30) minutes subsequent to his

normal time for reporting to work, except where sufficiently limiting circumstances exist, in which case he shall report as soon as practicable.

Section 4. To the extent allowed by the Americans with Disabilities Act and other applicable laws, the Town reserves the right to require any employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

Section 5. Sick leave shall be earned by each regular, full-time employee at the rate of one and one-fourth (1¼) working days for each complete calendar month of continuous service, the total of which shall not exceed fifteen (15) sick leave days in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

Section 6. The following shall apply to sick leave accumulation:

- A. All unused sick leave of any regular, full-time employee during continuous employment may be accumulated up to a maximum of one hundred twenty (120) days.
- B. The amount of each employee's accumulated sick leave on the day prior to the effective date of this Agreement shall be credited toward his accumulated sick leave under this Agreement.
- C. No credit toward accumulated sick leave shall be granted for time worked in excess of his normal workweek.
- D. Sick leave shall continue to accumulate during authorized leaves of absence with pay.

Section 7. The following shall apply to sick leave redemption:

- A. An employee who has successfully completed the probationary period, upon resignation without prejudice, shall receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days. Payment for such days upon retirement shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment. Payment

for such days upon death, will be paid to the employee's estate in one (1) lump sum during the then current fiscal year.

- D. An employee, who is subject to a layoff without prejudice, may elect to receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. If an employee elects the above, he will forfeit all sick leave on the books if recalled at a later date regardless of his seniority. An employee must exercise this option before his seniority rights have expired under Article VIII.

Section 8. Sick leave shall be used in at least two (2) hour increments. The minimum amount of sick time that may be used is one-half (1/2) hour with prior written approval of the Town Manager or his/her designee to be used, if possible, at the beginning or the end of the employee's work shift.

ARTICLE XIII WORKERS' COMPENSATION

Section 1. Each employee shall come under the terms of the Workers' Compensation Act for injuries which occur while the employee is engaged in the performance of his duties for the Town. Employees are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries received on duty. The Town, in case of a compensable injury incurred in the line of duty, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

ARTICLE XIV MEDICAL CARE INSURANCE

Section 1. The Town will provide the following insurance coverage **for the period from July 1, 2021 through June 30, 2024** for all regular, full-time employees and their dependents:

- 1. Except as set forth under Section 7 below, For the period from July 1, 2018 through June 30, 2021, the following insurance plan will be offered:**

The Connecticut State Partnership Plan ~~(as administered by United HealthCare) (health, dental and vision)~~ and the prescription drug plan offered through the Connecticut State Partnership Plan ~~(as administered by CVS Caremark) with the benefits outlined in the attached (See Appendix B, Schedule A Labeled “Partnership2.0_benefitsummary_Medical), provided.~~ If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).

2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership’s Health Enhancement Program (“HEP”), ~~as outlined in the attached (See Appendix B, Schedule C Labeled “Partnership2.0_benefitsummary_HEP”).~~
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
4. ~~The carrier network for the plan will be the Oxford Freedom network for providers in Connecticut, New York and New Jersey, and the United HealthCare Choice Plus network for carriers in all other states. The carrier network for the plan will be the carrier selected by the State.~~
5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

July 1, 2018 – June 30, 2019:	10%
July 1, 2019 – June 30, 2020:	12.5%
July 1, 2020 – June 30, 2021:	14%
July 1, 2021 – June 30, 2022:	14%
July 1, 2022 – June 30, 2023:	14%
July 1, 2023 – June 30, 2024:	15%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town’s cost of the premium at the end of ~~the 2018-2019, 2019-2020 or 2020-2021 any~~ contract years, employees shall pay a percentage of such increase(s) based upon the employee’s premium share contribution as set forth above. ~~The additional fees and/or increases in the premium, if any, will be paid as part of the employee’s premium share contribution during the term of the contract year.~~

7. ~~The parties agree to reopen this Agreement prior to July 1, 2020 for the limited purpose of negotiating health insurance benefits, if the Town decides to discontinue participating in the State Partnership Plan. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.~~

Group Term Life Insurance. Effective July 1, 1989 Group Term Life Insurance shall be one (1) times the annual salary rounded to the highest one thousand dollars (\$1,000.00). Employees who retire after July 1, 1990 shall be provided with a two thousand five hundred dollars (\$2,500.00) life insurance policy.

Section 2. An employee who elects not to accept the health insurance benefits provided in Section 1 above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the year, effective with the quarter beginning July 1, 2006; provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage during the previous quarter. **If an employee is hired for a bargaining unit position covered by this Agreement on or after July 1, 2021, the waiver language set forth herein shall not apply to the employee if he/she is eligible for coverage under any health insurance plan offered by the Town.** Life insurance, however, shall continue to be provided such employee.

Section 3. The Town reserves the right to change insurance carriers cited in Section 1 as long as the benefits are equivalent to, or better than, those offered above as determined on an overall plan benefit basis, with the consent of the Union which shall not be unreasonably withheld.

ARTICLE XV RETIREMENT

Section 1. Except as set forth in Section 2, herein, the Town's present and existing retirement plan (the "Retirement Plan") shall remain in full force and effect unless modified by mutual agreement and approved by the Town's legislative body and the Union, ~~provided, however, effective July 1, 2018, the eligible employee's contribution toward such plan shall be six percent (6.0%). Effective July 1, 2019, the eligible employee's contribution toward such plan shall be six and one-half percent (6.5%). Effective July 1, 2020, the eligible employee's contribution toward such plan shall be six and one-half percent (6.5%).~~ Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). **Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).**

Section 2. A separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of both parties **provided, however, effective July 1, 2018, the eligible employee's contribution toward such plan shall be six percent (6.0%). Effective July 1, 2019, the eligible employee's contribution toward such plan shall be six and one-half percent (6.5%). Effective July 1, 2020, the eligible employee's contribution toward such plan shall be six and one-half percent (6.5%). Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).**

Employees hired on or after July 1, 2015, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

“Average Annual Earnings” means if the Participant retires from employment with the Town on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant’s employment terminates.

Section 3. The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and State laws as it applies to health and retirement co-pays.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as possible and practicable, so as to ensure efficiency and employee morale.

Section 2. A grievance for the purpose of this procedure shall be considered to be a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one (1) provision of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment.

Section 3. The grievance procedure under this Agreement shall be as follows:

Step 1 The grievant shall, within ten (10) calendar days of occurrence of same, reduce the grievance to writing and submit it to the immediate Supervisor in the Department in which the grievance occurred. The immediate Supervisor shall meet with the grievant within five (5) working days of receipt of such grievance and use his/her best efforts to settle the dispute and shall issue a written decision to said party within five (5) working days of such meeting.

Step 2 If said grievant is not satisfied with the decision rendered by the immediate Supervisor and elects further processing, they may, within ten (10) working days, submit the grievance to the **Chief Administrative Officer-Town Manager** who

shall meet with the grievant within five (5) working days of receipt of such grievance and use his best efforts to settle the dispute. The **Chief Administrative Officer-Town Manager**'s decision shall be submitted in writing to said party within five (5) calendar days of such meeting.

Step 3 If said grievant is not satisfied with the decision rendered by the **Chief Administrative Officer-Town Manager** and elects further processing, the Union may, within fifteen (15) calendar days, submit the grievance to the Connecticut State Board of Mediation and Arbitration. Notice of intention to proceed to arbitration must be given to the **Chief Administrative Officer-Town Manager**. The arbitrator or arbitrators shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

Step 4 Neither party waives its or his right to legal appeal under the Connecticut General Statutes.

Section 4. Mediation services may be used at any step of the grievance procedure.

Section 5. If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Section 6. The employee, the Union, or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired. While the employee has the right to the choice of representation, he or she may have only one spokesperson at any one step of the grievance procedure or at arbitration.

Section 7. Disciplinary action other than dismissal and/or suspension, when appealed through the grievance procedure shall be effective with the decision of the State Board of Mediation and Arbitration.

Section 8. The parties will use the State Board of Arbitration and Mediation's tripartite panel arbitration. The prevailing party in said grievance procedure shall be reimbursed for his or its filing fee by the losing party. If the grievance is partially sustained, the fee will be split by both parties. The parties may by mutual agreement use expedited arbitration, referenced in earlier agreements by these parties as single public member arbitration. The Town shall have the option to select AAA as long as the Town pays one hundred percent (100%) of the cost of the arbitration and the filing fee.

ARTICLE XVII NO STRIKE

During the term of this Agreement, the Union agrees that there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any

cause whatsoever. The failure or refusal on the part of any employee to comply with this provision shall be cause for immediate discipline, including discharge.

**ARTICLE XVIII
PROMOTIONS AND NEW POSITIONS**

Section 1. When new jobs are created or exist, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

When a vacancy exists and the Town, in its' discretion, decides to fill the vacant position, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

Section 2. When a vacancy exists (and the Town decides to fill the vacancy) or a new position is created, applicants will receive preference on the basis of their qualifications. Where the qualifications of two or more applicants are equal, the internal applicant with the greatest seniority will be given preference. The candidate will be placed on a probationary period per Article VII of this agreement. If the probation is not satisfactorily completed, then the candidate will be returned to his or her original position, if it exists. Otherwise the candidate will have all rights he or she would otherwise have under the reduction in force provisions of this agreement.

**ARTICLE XIX
LONGEVITY**

Section 1. Longevity pay, as noted in this Article, will be paid annually after the employee meets the service requirement as follows:

5 years	\$200.00
10 years	\$350.00
15 years	\$500.00
20 years	\$650.00
25 years	\$800.00
30 years	\$950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment. Only employees employed in the bargaining unit as of June 11, 2013 shall be eligible for longevity payments.

**ARTICLE XX
DISCIPLINE**

Section 1. No employee shall be suspended or discharged without good and sufficient cause. All suspensions and discharges shall be preceded by a notice in writing with the reasons for said suspension or discharge stated therein. A copy of such notice must be given to the employee at

the time of the suspension or discharge. The Union President shall be notified when an employee is disciplined or discharged.

Section 2. Disciplinary actions shall normally follow this order:

- A. Verbal warning with notation or order in writing;
- B. Written warning;
- C. Suspension without pay;
- D. Discharge.

Section 3. ~~The provisions of the federal Family and Medical Leave Act (Act) shall apply to employees, if the employee's meets the eligibility requirements set forth in the Act, based on a rolling year, as defined in the Act, as amended.~~

ARTICLE XXI GENERAL PROVISIONS

Section 1. The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

Section 2. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment and five (5) copies to the National Union.

Section 3. The provisions of the federal Family and Medical Leave Act (Act) shall apply to employees, **if the employee meets the eligibility requirements set forth in the Act**, based on a rolling year, as defined in the Act, as amended.

Section 4. The Town will provide jury leave for regular, full-time employees ordered to serve on jury duty, precluding their being available for work. In such cases, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty at least forty-eight (48) hours in advance, except where sufficiently limiting circumstances exist. An employee reporting for jury duty and who is dismissed shall return to work so long as one half a work day or more remains to be worked.

Section 5. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 6. During the term of this Agreement, the Town shall furnish the Union with an up to date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 7. Each employee may review his personnel file with the **Chief Administrative Officer** **Town Manager** by appointment. Copies of material placed in the employee's file other than a record keeping shall be provided to an employee. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request.

Section 8. When an employee is required by the Town to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the IRS rates.

Section 9. The Town agrees that the regular payday is on Thursday. Paychecks will be released to employees after 12:00 noon on Thursday. In the event a holiday falls on Thursday, employees shall be paid on Wednesday. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule. Direct deposit of paychecks shall be required.

Section 10. All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

Section 11. Nothing in this Agreement shall prevent any employee from holding outside employment, other than Town work, as long as such employment does not conflict with the employee's duties as a Town employee subject to the approval by the Town which will not be unreasonably withheld.

Section 12. Nothing in this Agreement shall require any employee to be a resident of the Town of East Hampton.

Section 13. Copies of individual job descriptions will be provided to the Union.

Section 14. Past practices concerning subjects that would require bargaining under the Municipal Employees Relations Act ("MERA") presently enjoyed by the Bargaining Unit are protected by this Agreement.

Section 15. The Town shall provide for reimbursement for all tuition and books needed by an employee attending job related courses, approved by the Plant Superintendent and Public Utilities Administrator, and with documentation of a C or better grade (or a "pass" in a "pass/fail" course) once they have completed one year of service. Reimbursement of all tuition, books, and other costs are up to a maximum of one thousand dollars (\$1,000.00) per calendar year for undergraduate or work related courses and up to one thousand five hundred dollars (\$1,500.00) per calendar year for graduate-level courses. Seminars and conferences are to be approved by supervisor and the Town Manager. Any books purchased will remain the property of the Town.

Section 16. The Town shall reimburse employees required by the Town to possess a CDL the difference between the cost of a regular driver's license and the CDL. Amounts for trailer endorsements required by the Town shall also be reimbursed by the Town to the employee.

Section 17. If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

Section 18. The parties agree that the lining of Town fields by unauthorized individuals shall not be considered subcontracting of bargaining unit work.

Section 19. **Effective July 1, 2018,** Upon submission of a paid invoice/receipt, the Town will reimburse bargaining unit employees for DOT physicals if the employee's job requires such a physical.

Such reimbursement shall be no greater than one hundred thirty dollars (\$130.00) annually. In the event that the Town designates a physician to conduct DOT physicals, the employee shall be required to use the designated physician in order to receive the aforementioned reimbursement.

~~**Section 20.** — Upon the retirement of the Library Acquisition Manager employed by the Town in such position as of July 1, 2018, the Town may expand the duties and responsibilities of the position to include technical services and other additional duties the Town deems necessary for the position, provided, the parties agree to meet to negotiate over the impact of such additional duties and responsibilities, if any.~~

ARTICLE XXII UNION ACTIVITIES LEAVE

Section 1. The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. One (1) member of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the employer. Each representative will be expected to perform his duties on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during working time, for example, investigation and processing of complaints and disputes, and attendance at executive board and general meetings with a maximum fiscal year allowance of two and one-half (2½) working days. It is further recognized that there are reasonable limited deviations from this letter that do not require substantial periods of time. Where such activities are necessary or reasonable to be performed during working hours, they may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form. Prior to engaging in Union

activities during work time, the employee shall give sufficient notice to the employer (at least three (3) days except in unexpected circumstances).

ARTICLE XXIII SEVERABILITY

This Agreement contains the full and complete agreement between the Town and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of any one of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion has never been included herein.

ARTICLE XXIV MANAGEMENT RIGHTS

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town ordinance, regulation or other type of lawful provision over matters involving Town employees, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of East Hampton.

ARTICLE XXV JOB CLASSIFICATION

Section 1. When the Town creates a new classification or changes an existing job other than a minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, and said classification and pay rates shall become effective upon agreement through negotiations.

Section 2. All members of the various classifications listed in the wage schedules shall be paid at a rate in accordance with the amount of services they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one full step, over which he was receiving at the lower classification.

Section 3. When an employee is assigned, **in writing, by the Town Manager or his/her designee, and satisfactorily performing the job duties of to** another job classification for more than thirty (30) consecutive work days **(due to either another employees absence from work or the position is vacant), and the employee satisfactorily performs all of the essential duties of the position, the employee** shall be paid at **his/her the** next higher pay **grade rate in his/her pay grade** for all such time worked in excess of thirty (30) consecutive work days **at such in the** classification. If **such the** work **assigned, in writing, by the Town Manager or his/her designee,**

is performed for more than ninety (90) consecutive work days, the ~~individual employee~~ may request, **in writing to the Town Manager**, a permanent upgrading or "reclassification." All ~~such~~ requests shall be considered on the basis of job evaluation and recommendation by the department head to the ~~Chief Administrative Officer Town Manager~~. The ~~Chief Administrative Officer Town Manager~~ shall make the final determination regarding reclassification. A written response to all requests for reclassification under the above noted circumstances shall be issued within sixty (60) calendar days of the filing date of ~~such the~~ request.

Section 4. When an employee is assigned, **in writing, by the Town Manager or his/her designee**, and satisfactorily performs all the duties of a non-bargaining unit supervisor position for more than thirty (30) consecutive work days, he/she shall receive additional compensation of one dollar (\$1.00) per hour. **Effective July 1, 2022, the additional compensation set forth herein shall be increased to one dollar and twenty-five cents (\$1.25) per hour.**

**ARTICLE XXVI
DURATION OF AGREEMENT**

The effective date of this Agreement shall be July 1, ~~2018 2021~~ and it shall remain in effect for three years until June 30, ~~2021 2024~~. This ~~contract Agreement~~ shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this ~~contract Agreement~~, the parties agree to meet and discuss a new Agreement.

~~In the event that the total cost of a group health plan or plans offered under this contract triggers an excise tax under Internal Revenue Code Section 4980I, or any other local, state or federal statute or regulation, the parties agree to reopen this Agreement for the limited purposes of negotiated a substitute health insurance plan and premium share contributions.~~

FOR THE TOWN OF EAST HAMPTON

**FOR THE EAST HAMPTON
MUNICIPAL EMPLOYEES
ASSOCIATION**

Town Manager

NAGE

Signed:

David Cox, Town Manager

Michael Angeli, President, NAGE/NAME

Witness

Witness

Date: _____

Date: _____

Wage Schedule

APPENDIX A

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Foreman	7/1/21	\$29.34	\$31.83	\$34.86	\$35.26	\$35.42
	2.00%	\$61,027.20	\$66,206.40	\$72,508.80	\$73,340.80	\$73,673.60
	7/1/22	\$30.00	\$32.55	\$35.64	\$36.05	\$36.22
	2.25%	\$62,400.00	\$67,704.00	\$74,131.20	\$74,984.00	\$75,337.60
	7/1/23	\$30.71	\$33.31	\$36.48	\$36.90	\$37.07
	2.35%	\$63,876.80	\$69,284.80	\$75,878.40	\$76,752.00	\$77,105.60
Chief Mechanic	7/1/21	\$29.04	\$31.16	\$34.75	\$35.10	\$35.26
	2.00%	\$60,403.20	\$64,812.80	\$72,280.00	\$73,008.00	\$73,340.80
	7/1/22	\$29.69	\$31.86	\$35.53	\$35.89	\$36.05
	2.25%	\$61,755.20	\$66,268.80	\$73,902.40	\$74,651.20	\$74,984.00
	7/1/23	\$30.39	\$32.61	\$36.36	\$36.73	\$36.90
	2.35%	\$63,211.20	\$67,828.80	\$75,628.80	\$76,398.40	\$76,752.00
Crew Leader – DPW	7/1/21	\$25.98	\$28.09	\$29.40	\$30.30	\$30.84
Crew Leader – Maintenance	2.00%	\$54,038.40	\$58,427.20	\$61,152.00	\$63,024.00	\$64,147.20
	7/1/22	\$26.56	\$28.72	\$30.06	\$30.98	\$31.53
	2.25%	\$55,244.80	\$59,737.60	\$62,524.80	\$64,438.40	\$65,582.40
	7/1/23	\$27.18	\$29.39	\$30.77	\$31.71	\$32.27
	2.35%	\$56,534.40	\$61,131.20	\$64,001.60	\$65,956.80	\$67,121.60
Park Maint/Maint. I	7/1/21	\$19.27	\$20.94	\$22.29	\$23.22	\$24.05
	2.00%	\$40,081.60	\$43,555.20	\$46,363.20	\$48,297.60	\$50,024.00

	7/1/22	\$19.70	\$21.41	\$22.79	\$23.74	\$24.59
	2.25%	\$40,976.00	\$44,532.80	\$47,403.20	\$49,379.20	\$51,147.20
	7/1/23	\$20.16	\$21.91	\$23.33	\$24.30	\$25.17
	2.35%	\$41,932.80	\$45,572.80	\$48,526.40	\$50,544.00	\$52,353.60
Maint. II	7/1/21	\$21.78	\$23.88	\$26.57	\$26.71	\$26.91
Building Maint.	2.00%	\$45,302.40	\$49,670.40	\$55,265.60	\$55,556.80	\$55,972.80
	7/1/22	\$22.27	\$24.42	\$27.17	\$27.31	\$27.52
	2.25%	\$46,321.60	\$50,793.60	\$56,513.60	\$56,804.80	\$57,241.60
	7/1/23	\$22.79	\$24.99	\$27.81	\$27.95	\$28.17
	2.35%	\$47,403.20	\$51,979.20	\$57,844.80	\$58,136.00	\$58,593.60
Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Maint. III	7/1/21	\$23.45	\$26.28	\$29.25	\$29.56	\$29.63
Mechanic	2.00%	\$48,776.00	\$54,662.40	\$60,840.00	\$61,484.80	\$61,630.40
	7/1/22	\$23.98	\$26.87	\$29.91	\$30.23	\$30.30
	2.25%	\$49,878.40	\$55,889.60	\$62,212.80	\$62,878.40	\$63,024.00
	7/1/23	\$24.54	\$27.50	\$30.61	\$30.94	\$31.01
	2.35%	\$51,043.20	\$57,200.00	\$63,668.80	\$64,355.20	\$64,500.80
Assistant Town Clerk	7/1/21	\$25.59	\$26.53	\$28.69	\$28.88	\$29.26
	2.00%	\$46,573.80	\$48,284.60	\$52,215.80	\$52,561.60	\$53,253.20
	7/1/22	\$26.17	\$27.13	\$29.34	\$29.53	\$29.92
	2.25%	\$47,629.40	\$49,376.60	\$53,398.80	\$53,744.60	\$54,454.40
	7/1/23	\$26.78	\$27.77	\$30.03	\$30.22	\$30.62
	2.35%	\$48,739.60	\$50,541.40	\$54,654.60	\$55,000.40	\$55,728.40
Asst. Bldg. Official	7/1/21	\$31.12	\$32.22	\$33.38	\$34.29	\$35.64
	2.00%	\$56,638.40	\$58,640.40	\$60,751.60	\$62,407.80	\$64,864.80
	7/1/22	\$31.82	\$32.94	\$34.13	\$35.06	\$36.44

	2.25%	\$57,912.40	\$59,950.80	\$62,116.60	\$63,809.20	\$66,320.80
	7/1/23	\$32.57	\$33.71	\$34.93	\$35.88	\$37.30
	2.35%	\$59,277.40	\$61,352.20	\$63,572.60	\$65,301.60	\$67,886.00
Children's Library	7/1/21	\$29.52	\$30.68	\$31.94	\$32.56	\$33.05
Children's, Adult/Young Adult	2.00%	\$53,726.40	\$55,837.60	\$58,130.80	\$59,259.20	\$60,151.00
	7/1/22	\$30.18	\$31.37	\$32.66	\$33.29	\$33.79
	2.25%	\$54,927.60	\$57,093.40	\$59,441.20	\$60,587.80	\$61,497.80
	7/1/23	\$30.89	\$32.11	\$33.43	\$34.07	\$34.58
	2.35%	\$56,219.80	\$58,440.20	\$60,842.60	\$62,007.40	\$62,935.60
Admin. Assistant	7/1/21	\$25.33	\$26.34	\$28.68	\$28.87	\$29.25
WPCA Secretary	2.00%	\$46,100.60	\$47,938.80	\$52,197.60	\$52,543.40	\$53,235.00
Public Works Secretary						
Police Disp/Secretary	7/1/22	\$25.90	\$26.93	\$29.33	\$29.52	\$29.91
	2.25%	\$47,138.00	\$49,012.60	\$53,380.60	\$53,726.40	\$54,436.20
	7/1/23	\$26.51	\$27.56	\$30.02	\$30.21	\$30.61
	2.35%	\$48,248.20	\$50,159.20	\$54,636.40	\$54,982.20	\$55,710.20
Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Office Technicians	7/1/21	\$25.13	\$26.25	\$28.66	\$28.86	\$29.01
Building Department	2.00%	\$45,736.60	\$47,775.00	\$52,161.20	\$52,525.20	\$52,798.20
Health Department						
	7/1/22	\$25.70	\$26.84	\$29.30	\$29.51	\$29.66
	2.25%	\$46,774.00	\$48,848.80	\$53,326.00	\$53,708.20	\$53,981.20
	7/1/23	\$26.30	\$27.47	\$29.99	\$30.20	\$30.36
	2.35%	\$47,866.00	\$49,995.40	\$54,581.80	\$54,964.00	\$55,255.20
Office Assistants	7/1/21	\$24.82	\$26.21	\$28.65	\$28.84	\$28.92
Assessor's Clerk	2.00%	\$45,172.40	\$47,702.20	\$52,143.00	\$52,488.80	\$52,634.40
Tax Clerk's						
Accounting Clerks	7/1/22	\$25.38	\$26.80	\$29.29	\$29.49	\$29.57

Police Clerk	2.25%	\$46,191.60	\$48,776.00	\$53,307.80	\$53,671.80	\$53,817.40
	7/1/23	\$25.98	\$27.43	\$29.98	\$30.18	\$30.26
	2.35%	\$47,283.60	\$49,922.60	\$54,563.60	\$54,927.60	\$55,073.20
Ref./Young Adult Library	7/1/21	\$24.45	\$25.43	\$26.46	\$27.00	\$27.35
	2.00%	\$44,499.00	\$46,282.60	\$48,157.20	\$49,140.00	\$49,777.00
	7/1/22	\$25.00	\$26.00	\$27.06	\$27.61	\$27.97
	2.25%	\$45,500.00	\$47,320.00	\$49,249.20	\$50,250.20	\$50,905.40
	7/1/23	\$25.59	\$26.61	\$27.70	\$28.26	\$28.63
	2.35%	\$46,573.80	\$48,430.20	\$50,414.00	\$51,433.20	\$52,106.60
Library Acquisition Mgr.	7/1/21	\$22.67	\$23.56	\$24.51	\$25.00	\$25.35
Head of Circulation and Technical Services	2.00%	\$41,259.40	\$42,879.20	\$44,608.20	\$45,500.00	\$46,137.00
	7/1/22	\$23.18	\$24.09	\$25.06	\$25.56	\$25.92
	2.25%	\$42,187.60	\$43,843.80	\$45,609.20	\$46,519.20	\$47,174.40
	7/1/23	\$23.72	\$24.66	\$25.65	\$26.16	\$26.53
	2.35%	\$43,170.40	\$44,881.20	\$46,683.00	\$47,611.20	\$48,284.60
Clerk Typist	7/1/21	\$20.00	\$20.84	\$21.99	\$23.33	\$24.69
	2.00%	\$36,400.00	\$37,928.80	\$40,021.80	\$42,460.60	\$44,935.80
	7/1/22	\$20.45	\$21.31	\$22.48	\$23.85	\$25.25
	2.25%	\$37,219.00	\$38,784.20	\$40,913.60	\$43,407.00	\$45,955.00
	7/1/23	\$20.93	\$21.81	\$23.01	\$24.41	\$25.84
	2.35%	\$38,092.60	\$39,694.20	\$41,878.20	\$44,426.20	\$47,028.80

WORKING AGREEMENT
BETWEEN
THE TOWN OF EAST HAMPTON
AND
LOCAL R1-216
NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES
NAGE
JULY 1, 2021 - JUNE 30, 2024

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EAST HAMPTON TOWN EMPLOYEES

DEFINITIONS

The following definitions shall be used and applied to all sections of this Agreement.

Town Manager - shall mean the Town official filling the Charter designated position of Town Manager, who is recognized as the Chief Administrative and Chief Executive Officer of the Town pursuant to law.

Members of the Unit - shall include all members of the bargaining unit.

Regular Full-time Employees - shall mean any employee in the bargaining unit who works twenty (20) hours or more per week.

Full-time Employee and Regular Full-time Employee - shall mean the same thing, an employee in the bargaining unit.

Resignation without Prejudice - shall mean any employee who voluntarily resigns from Town service with no disciplinary charges pending against him/her.

Resignation with Prejudice - shall mean any employee who resigns rather than facing charges against him/her.

PREAMBLE

This Agreement made and entered into by and between the TOWN OF EAST HAMPTON, CONNECTICUT (hereinafter referred to as the "Town") and LOCAL R1-216 of the NATIONAL ASSOCIATION OF MUNICIPAL EMPLOYEES (hereinafter referred to as the "Union") by virtue of negotiations between the Town and the Union under Chapter 113, Sections 7-467 through 7-477 of the General Statutes of the State of Connecticut (hereinafter referred to as "MERA"), as amended from time to time, in order to fix the wages, hours of employment and other conditions of employment of all members of the unit as that term is hereinafter defined.

ARTICLE I RECOGNITION AND UNIT DESCRIPTION

Section 1. The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment of all employees of the Town working twenty (20) or more hours per week, including without limitation, all clerical, secretarial and technical employees working in the Town Hall ("Town Hall Group"), Children's, Adult/Young Adult, Head of Circulation and Technical Services, WPCA clerical position, Public Works clerical position and all employees in the Town's Public Works Division ("Public Works Group"), excluding however, the Director of Public Works, the Administrative Secretary to Council/Manager, the Personnel Technician, department heads, seasonal, and temporary employees and all others excluded by virtue of the provisions of MERA.

Section 2. Hereinafter all of the employees in the bargaining unit shall be referred to collectively as "the Unit" and all members of the Unit shall be referred to as the "employee or employees."

ARTICLE II UNION SECURITY

Section 1. The Town agrees to deduct from the pay of all employees who individually certify in writing to the Town that they authorize such deductions, such dues and fees as may be fixed and certified to the Town by the Union and allowed by MERA. The Town will remit to the Union any amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. Such authorizations, forwarded to the Town not less than ten (10) days prior to the first pay day of the month, shall be effective the month received by the Town.

Section 2. All employees may elect to become members of the Union. If an employee resigns, retires, is terminated or receives a leave, any unused portion of his Union dues shall be returned to said employee upon his written request to the Town and the Union. When an employee does not have sufficient money due him after deductions required by law, Union dues such deduction periods shall be deducted in the first dues deduction pay period in which the employee has sufficient funds due him.

Section 3. The Union, its officers and members, shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for the purpose of not joining the Union.

Section 4. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article II. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were, or should have been, made.

ARTICLE III WAGES

Section 1. The pay rates and pay ranges for job classes in the Unit, for the period July 1, 2021 through June 30, 2024, are set forth in Appendix A, attached hereto and made a part hereof.

Section 2. The hourly wage is official. The “yearly” wage is for informational purposes only and based on a regular hourly schedule.

ARTICLE IV HOLIDAYS, PERSONAL DAYS AND FAMILY FUNERAL LEAVE

Section 1. The Town shall provide the following paid holidays for all regular full-time employees of the unit:

New Year’s Day	Columbus Day
Martin Luther King Day (observed)	Veterans Day
President’s Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day (observed)	Christmas Day
Independence Day	Two Floating Holidays
Labor Day	

In the event that any of the above mentioned holidays fall on a Saturday, said holiday shall be observed on the preceding Friday; in the event the holidays falls on a Sunday, it shall be observed on the following Monday. In order to receive pay for an observed holiday, an employee must be in work or paid leave status on the scheduled work day immediately preceding, and following, the holiday. The Town may, if abuse is suspected, require a note from the treating physician for the illness that caused the absence the day before and/or the day after a holiday, in order for an employee to qualify for holiday pay.

Section 2. If a holiday falls while an employee is on sick leave, he shall be paid for the holiday and no deduction shall be made from his sick leave bank. If a holiday falls during an employee’s vacation, he shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 3. A full time employee who has successfully completed the entry level probationary period may be granted paid personal leave days. Such days may only be taken with the approval of the

employee's immediate supervisor, which will not be unreasonably denied; the time will be used for necessary personal business that otherwise cannot be conducted outside of the work day.

Three (3) personal leave days will be granted to each employee at the beginning of each contract year. Personal leave days not used in one (1) contract year will not carry over into any later contract years. Pay shall be equal to the hourly rate times the number of hours in a regularly scheduled day for each particular employee. At the discretion of the employee's supervisor, personal leave days may be combined with vacation or may be taken with other personal leave days in the same week. Except in the case of an emergency, employees must request approval from their immediate supervisor to take such leave at least forty-eight (48) hours in advance.

Approved personal leave may be taken in one-half (1/2) hour increments.

Section 4. Each full-time employee shall be granted, with pay, funeral leave up to a total of three (3) working days in the event of the death of the employee's spouse, child, mother, father, sister, brother, grandparent, grandchild, stepchild or stepparent.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of two (2) working days in the event of the death of the employee's father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law.

Each regular full-time employee shall be granted, with pay, funeral leave up to a total of one (1) working day in the event of the death of the employee's aunt or uncle or niece or nephew.

Leave taken under this section will be taken in the period between the death of the relative and through the funeral. When an employee is taking leave under this section and the funeral is held over three hundred (300) miles from the employee's home, the employee will be granted one (1) more day of paid leave, which may be used for travel after the funeral.

Funeral leave shall apply only to an employee who is actually in attendance at the funeral or engaged in activities in connection therewith.

Section 5. Employees out of work due to a workplace injury shall not be eligible for holiday pay during such absence if the employee is receiving workers' compensation benefits (any form of temporary total disability benefits, temporary partial disability benefits or a permanency award), in accordance with the Connecticut Workers' Compensation Act during such absence.

ARTICLE V HOURS OF WORK

Section 1. The standard work week for regular, full-time employees in the Town Hall Group shall consist of thirty-five (35) hours made up of three (3) days of seven (7) continuous hours Monday, Wednesday and Thursday from 8:00 a.m. to 4:00 p.m., exclusive of an unpaid lunch period of one (1) hour duration; as well as one (1) day, Tuesday, of nine and one-half (9½) continuous hours from 8:00 a.m. to 6:30 p.m. exclusive of an unpaid lunch period of one (1) hour; and one (1) day, Friday, of four and one-half (4½) continuous hours, 8:00 a.m. to 12:30 p.m.

The Water Pollution Control/Joint Facilities Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 4:00 p.m. Monday through Friday with an unpaid lunch period of one (1) hour. The Public Works Administrative Assistant's hours will be thirty-five (35) hours, 8:00 a.m. to 3:30 p.m. Monday through Friday with an unpaid lunch period of one-half (½) hour.

Section 2. Except as set forth below, the standard work week for regular, full-time employees in the Public Works Group (which shall consist of the following positions: Foreman, Chief Mechanic, Mechanic, Crew Leader DPW, Crew Leader Maintenance, Maintainer I, II, III and Parks and Recreation) shall consist of forty (40) hours made up five (5) days of eight (8) continuous hours each, Monday through Friday, from 7:00 a.m. to 3:30 p.m., exclusive of an unpaid lunch period of one-half (½) hour duration (for exception see Section 6 below).

Effective the first full week of July of each year, the standard work week for regular full-time employees in the Public Works Group (excluding Parks and Recreation, Chief Mechanic and Mechanic) shall consist of forty (40) hours made up of five (5) consecutive eight (8) hour days, Monday through Friday, 6:00 a.m. to 2:30 p.m., with an unpaid one-half (½) hour for lunch. Lunch shall be from 11:00 a.m. to 11:30 a.m. This summer schedule shall remain in effect through the last full week in August.

The Building Maintainer's standard work week shall consist of forty (40) hours comprised of five (5) consecutive eight (8) hour days, Monday through Friday, normally 5:30 a.m. to 2:00 p.m. with an unpaid one-half (½) hour lunch, provided, however, the hours within a day shall flexible pursuant to the operational requirements of Town buildings.

When the Building Maintainer is out of work or if the needs of the Town require additional assistance with building maintainer duties and responsibilities, Maintainer II employees may be assigned such duties and responsibilities. Additionally, the Building Maintainer may be assigned Maintainer II duties and responsibilities. Building Maintainer assignments include all of the duties and responsibilities of the position, including, but not limited to, building and outside work. Accordingly, such assignments and the day to day duties and responsibilities of Building Maintainer shall be at the discretion of the Town.

Section 3. Working hours may be altered by mutual agreement between the Town and the Union. The Town reserves the right to temporarily alter hours after consultation with the Union.

Section 4. Each employee may have two (2) fifteen (15) minute coffee breaks each workday, one in the morning and the other in the afternoon.

Section 5. When an employee is required to work for extended periods during emergency winter and other conditions, no such employee shall be required to work more than ten (10) consecutive hours in addition to said employee's normal work day. Each employee shall be granted up to four (4) hours of rest time with pay at the said employee's regular base rate of pay after working sixteen (16) consecutive hours to be used, at the Town's discretion, either during the employee's work day on the specific day that the employee earned the use of the rest time or within the same payroll period that the employee earned the rest time. The rest time provided for in this Section 5 shall be

scheduled by the Town in its absolute discretion with a view toward maximum efficiency of work and safety of employees.

Section 6. The standard number of hours of work for library positions in a work week is thirty-five hours (with an unpaid lunch break of one (1) hour).

Assignment of flexible hours to library positions shall be in accordance with past practice.

Section 7. Volunteers - The library shall not depend on volunteers for daily operations but may use volunteers as long as they do not displace any current employee.

ARTICLE VI OVERTIME AND HOLIDAY PAY

Section 1. All employees in the Town Hall Group who perform authorized overtime in excess of seven (7) hours in any one (1) day or thirty-five (35) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime. Except that as provided for in the amended Article V, Section 1, the day (Tuesday) of nine and one-half (9½) continuous hours shall be considered at the regular rate of pay for all nine and one-half (9½) hours and shall be exempt from overtime.

Section 2. All employees in the Public Works Group, including the Building Maintainers (custodians), who perform authorized overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time and one-half (1½) his regular base rate of pay for such authorized overtime.

Section 3. When a full-time employee is ordered to work on an official town holiday, as defined in Article IV above, he shall be compensated at the rate of one and one-half (1½) his regular base rate of pay in addition to holiday pay for all hours actually worked and authorized; excepting, however, an employee working on New Year's Day, Memorial Day, Thanksgiving Day and Christmas shall be compensated at the rate of twice the employee's regular base rate of pay in addition to the holiday pay for all authorized overtime. The holiday for double pay purposes shall be the entire twenty-four (24) hour period. Work authorized on Sunday shall be paid at the double time rate.

Section 4. Overtime assignments shall be allocated among full-time employees within the classifications requiring the overtime on a fair and reasonable basis to the fullest degree practicable, by rotation on a seniority basis, subject to the employee's classification and ability to perform the required work. If an employee is scheduled for, or offered overtime, and does not avail himself of the opportunity to work, he will be charged with the scheduled overtime as if he had worked.

Section 5. The Town has the right to schedule overtime as required. There shall be no concerted action against overtime work by employees. Should the Town be unable to fulfill its overtime schedule because of a number of refusals, the Town may require the least senior employees, from the classifications needed, to do the necessary work required.

Section 6. When a regular full-time employee, after departing from his regularly scheduled work day, is officially ordered to report back to work for emergency service, he shall be compensated for all hours worked, at the rate of one and one-half (1½) times his regular base rate of pay, or four hours at his regular rate of pay, whichever is greater. Only hours worked between the employee's regularly scheduled quitting time and one (1) hour before his next regularly scheduled starting time are subject to this provision. Continuous hours of overtime at the end of the regular workday will be compensated on an as worked basis.

Section 7. When a regular, full-time employee is officially ordered to report to work for emergency service (i) one (1) hour before his next regularly scheduled starting time, he shall be compensated for said one (1) hour at the rate of one and one-half (1½) times his regular base rate of pay or (ii) in excess of one (1) hour before his next regularly scheduled starting time, he shall be compensated for all hours worked at the rate of one and one-half (1½) times his regular base rate of pay or four (4) hours at his regular base rate of pay, whichever is greater.

Section 8. An employee called to work before or after his regularly scheduled work day shall be paid from the time he is called to report to work, provided he reports for work no later than thirty (30) minutes after such notification, otherwise, he will be paid from the time of reporting.

Section 9. Employees who are required to work overtime four (4) or more hours beyond the end of their regular shift will be permitted a one-half (½) hour meal break during that four (4) hour period with no interruption in pay.

Section 10.

- A. During the winter snow and ice control operations, or during other emergency situations, the Town, in its discretion, may provide a meal to eligible bargaining unit employees from a local eating establishment that the Town has an account with in an amount of up to the allowances set forth below. If a meal from a local eating establishment is not an option offered by the Town, eligible employees will be reimbursed for meals (with the submission of a receipt) for the performance of work while working overtime work, in an amount of up to the following:

Breakfast	\$10.00
Lunch	\$15.00
Supper	\$20.00

Employees called in prior to 6:00 a.m. shall be eligible for the breakfast meal allowance, and those working an extended work day after 6:00 p.m. shall be eligible for the supper meal allowance. In order to qualify for the applicable meal allowance, an employee must be working during the times referred to above. Additionally, the meal must be purchased on the day of the actual event giving rise to the meal allowance.

- B. Town Hall employees attending seminars, etc. will be eligible for a meal allowance while attending the specific function, in an amount of up to the following:

Lunch	\$15.00
Supper	\$20.00

If a function or seminar includes the cost of meals, the Town will pay for the cost of the function and the meal allowance shall not apply.

Section 11. A Recording Clerk performing work after 6:00 p.m. shall be paid one and one-half (1½) times his or her regular hourly rate of pay or the amount of forty dollars (\$40.00), whichever is greater.

ARTICLE VII SENIORITY

Section 1. The purpose of seniority is to provide a declared policy of right of preference as to layoffs, transfers, vacations, promotions and other working conditions.

Section 2. For the purposes of this Agreement, seniority shall be based on the employee's total length of continuous service as a regular, full-time employee of the Town and shall be determined from the date such employee was officially appointed as a regular full-time employee.

Section 3. All new employees covered by this Agreement shall serve a probationary period of six (6) months. Determination of the employee's level of performance, whether satisfactory or not, is at the sole discretion of the Town Manager, or his designated representative, during this period. During the probationary period, the employee shall be on probation and may be discharged or disciplined for any reason whatsoever, without right of appeal. In such event, neither the Union nor the employee shall have recourse to the grievance and arbitration provisions of this Agreement. Upon successful completion of the employee's probationary period his seniority shall date back to the date of his original employment as an employee of the Town. If the probationary period is extended for any reason, written notice thereof shall be given to the Union.

Section 4. An employee's earned seniority shall not be broken because of absence due to illness, vacations, authorized leave, or any call to military service for the duration.

Section 5. An employee's seniority in the unit will be broken and cease when he:

- A. Quits;
- B. Retires;
- C. Is discharged for just cause;
- D. Obtains a leave of absence by false or misleading statements;
- E. Is absent from work for three (3) consecutive days without giving notice to his supervisor;

- F. Exceeds a leave of absence without satisfactory explanation to the Town;
- G. Fails to report to work within fourteen (14) calendar days after written notice of recall;
- H. Accepts employment elsewhere while on leave of absence;
- I. Is laid off for a consecutive period equal to his seniority at the time of such layoff, but in no event to exceed eighteen (18) months.

Section 6. The Town shall prepare a list of full-time employees, showing their seniority in length of service with the Town and deliver the same to the Union at its request but in no event more often than once per fiscal year.

ARTICLE VIII LAYOFFS AND RECALLS

Section 1. When a personnel reduction, in any classification, is required for whatever reason, employees shall be laid off in the inverse order of length of service as defined in Article VII above.

Section 2.

- A. Layoffs within classification shall be made by seniority and take effect as follows:
 - 1. Temporary and/or seasonal employees;
 - 2. Probationary employees;
 - 3. Employees working twenty (20) hours but less than forty (40) hours in the Public Works Group and thirty-five (35) hours in the Town Hall Group;
 - 4. Regular, full-time employees;
 - 5. An employee scheduled for layoff may, if he so desires, replace an employee with less seniority in an equal or lower job classification, provided the employee qualifies for the position without retraining and has greater job seniority than the employee he replaces. Such employee's base rate in the lower classification shall be that rate, which is nearest to, but does not exceed, his previous base rate and, in no case shall the regular base rate of pay exceed the maximum base rate of the classification.
- B. Laid off employees, within classifications with the most seniority shall be rehired first, and no employee shall be hired in these classifications until all laid off employees in those classifications have been given the opportunity to return to work within fourteen (14) calendar

days of written notification. Such written notice shall be deemed to have been given when the notice has been sent by certified mail to the employee's last known address. Failure to respond in writing to a notice of an opening within fourteen (14) calendar days from the delivery of said notice shall be deemed a refusal to accept re-employment. If an employee has not been recalled within a period of two (2) years, the Town will drop their name from the call list and have no further obligation under this section to rehire said employee.

Section 3. Regular employees subject to layoff shall be notified in writing, two (2) calendar weeks prior to the effective date, but, in an emergency, not less than one (1) calendar week. In the event that a layoff is pending or proposed, the Town shall notify the Union as soon as practical, but in no event less than forty-eight (48) hours prior to the time said layoff is to be effective.

Section 4. Members of the unit whose names are on the recall list shall be notified of opportunities for temporary, part-time or seasonal positions. No new employees shall be hired for a temporary, part-time or seasonal position until all employees on the recall list have had an opportunity to decline. Notification of opportunities for such employment shall not constitute recall, and no employee shall forfeit recall, and no employee shall forfeit recall rights by declining such employment.

Section 5. Employees reinstated, before the expiration of eighteen (18) months of their layoff, shall regain their seniority and provided, however, that the period of separation will not count toward seniority.

ARTICLE IX UNIFORMS

Section 1. Upon submission of a receipt for the purchases, the Town shall reimburse annually, all regular full-time employees who are normally required to wear a uniform, the actual cost of the required uniform, to include a winter jacket, a light weight jacket, pants and shirts up to a maximum of three hundred seventy-five dollars (\$375.00) per contract year, or in the case of a mechanic up to a maximum of four hundred dollars (\$400.00) per contract year necessary. The color and style of such uniforms shall be agreed to by the Town and Union. The Town may designate a single source vendor to purchase the clothing from, with mutual agreement by the Town and Union giving due consideration to price and quality. Neither party's agreement will be unreasonably withheld. Cleaning of the clothing, except the head mechanic and mechanic's coveralls cited above, shall be the responsibility of the employee. In the event that the designated vendor cannot supply article necessary, employee may purchase same and be reimbursed by the Town with the prior approval of the Department Head.

Section 2. The Town shall reimburse each employee, who is required by law and regulations to wear safety shoes, for the purchase of said safety shoes up to a maximum of two hundred twenty-five dollars (\$225.00) in each contract year upon submission of a receipt for the purchase. Safety shoes are defined as shoes with steel toes and steel shank or may be constructed of composite material as approved by the American National Standards Institute (ANSI).

Section 3. Unless otherwise authorized by the Public Works Director, employees shall be required to wear all items of the prescribed working uniform. If any employee fails to wear such uniform items as made available and prescribed by the Town, he shall be subject to the disciplinary procedure provided in Article XX.

ARTICLE X SAFETY AND HEALTH

Section 1. Both parties to this Agreement hold themselves responsible for mutual cooperative enforcement of safety rules and regulations.

Section 2. The Town shall, at its sole cost and expense, furnish to all regular full-time employees who are normally required to wear same, foul-weather gear, i.e., raincoats, rain hats, boots, dry and wet weather gloves, etc., and for their care as necessary.

Section 3. The Town shall furnish safety helmets, safety glasses or goggles and facemasks to employees working in hazardous locations, and equipment as prescribed by the Public Works Director. If such equipment has been issued and the employee fails to wear such equipment, he shall be subject to the disciplinary procedure provided in Article XX.

Section 4. The Town shall replace such foul-weather gear and safety equipment as found necessary upon inspection, and as approved by the Public Works Director. Such replacement shall be at the Town's expense, except that gear or equipment damaged or lost through the employee's negligence or wrongdoing shall be replaced at the employee's expense.

Section 5. If an operator of mechanical equipment reasonably believes that the equipment that he is operating, or about to operate, he/she should document the defect on the Daily Driver Inspection Report and provide a copy of the inspection report to the chief mechanic on duty. The chief mechanic shall review the report and inspect the vehicle and determine if it is safe to return to service. No employee may operate equipment that he or she reasonably believes to be unsafe.

Section 6. When, in the judgment and sole discretion of the Public Works Director or his designated foreman, there is a need to have two (2) employees per truck during emergency winter conditions, two (2) such employees shall be used in said truck whenever possible. This Section 6 shall not be construed as establishing a firm policy with respect to having two (2) employees per truck during emergency winter conditions.

Section 7. The Town agrees to abide by and follow all State and federal statutes and regulations with respect to providing safe, healthy and sanitary conditions for all employees in the unit.

ARTICLE XI VACATIONS

Section 1. Regular, full-time employees shall be eligible for annual vacation leave paid at (i) thirty-five (35) hours times a Town Hall Group employee's straight time hourly rate at said employee's normal weekly salary and (ii) forty (40) hours times a Public Works Group employee's

straight time hourly rate at said employee's normal weekly salary, exclusive of overtime for each week, in accordance with the following schedule:

Length of Continuous Service	Vacation Leave Earned
Less than one (1) year	zero (0) days*
Upon completion of one (1) year	ten (10) days
Upon completion of five (5) years	fifteen (15) days
Upon completion of ten (10) years	twenty (20) days
Upon completion of fifteen (15) years	twenty-five (25) days

*After six (6) months, an employee in good standing may be permitted to take five (5) days of vacation from the ten (10) days he/she will earn upon the completion of one (1) year of service.

Years of service for determining vacation eligibility hereunder shall be based upon full years of employment and the employee's anniversary date of employment shall be used.

Section 2. Requests for vacation time shall be made in advance and shall be granted where practicable to employees in accordance with seniority rights within classification. Vacation requests made without notice will be considered in light of operating needs and vacation schedules. There will be no mass shutdown for vacation purposes. The minimum amount of vacation time that may be used is two (2) hours.

Section 3. Employees shall be allowed to accumulate unused vacation leave from year to year up to a maximum of twenty-five (25) vacation days. Notwithstanding anything to the contrary set forth in this Section 3, any employee who has accumulated in excess of twenty-five (25) vacation days as of July 1, 1990 shall be allowed to maintain said accumulated vacation time but it shall not be increased thereafter. The Town has the option to purchase excess accumulated vacation time from employees who have maintained same under this Section.

Section 4. When a holiday occurs during a regular vacation, the employee shall be paid for the holiday and no deduction shall be made from his/her vacation time.

Section 5. An employee who is separated, discharged or retired from Town service shall be paid the total of his vacation leave credited prior to the date of such separation, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through his/her last day of actual employment with the Town. Retiring employees may not utilize vacation time to extend the retirement date. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.

Section 6. In the event of the death of an employee, the employee's accrued vacation time shall be paid to the employee's estate, up to the maximum number of hours permitted, provided, however, for purposes of such payout, vacation time provided during the employee's last year of employment shall be prorated from his/her anniversary date through the date of death.

ARTICLE XII SICK LEAVE

Section 1. Authorized sick leave shall be considered to be absent from duty, with pay, for the following reasons:

- A. Personal illness, physical quarantine, physical incapacity, or non-compensable bodily injury, except where directly traceable to employment by an employer other than the Town.
- B. When the employee is required to undergo medical, optical, or dental treatments, only when this cannot be accomplished on off duty hours, and provided the Town Manager is notified at least one (1) day in advance of the day on which the absence is to occur.
- C. When the serious illness, as defined under the Federal Family & Medical Leave Act, of a member of the employee's immediate family requires his personal attendance, when supported by a doctor's certificate.

Section 2. The Town may require proof of illness for any authorized sick leave, provided, sick leave in excess of three (3) consecutive days must be accompanied by a note from the employee's treating physician for the illness causing the employee's absence from work.

Additionally, in the event that an employee either demonstrates a pattern of absenteeism or an abuse of sick leave, the Town may require a note from the employee's treating physician addressing the employee's absences.

In the judgment of the Town Manager, proof of sick leave may include a doctor's certificate, or other proof of illness or injury from the employee's treating physician for the illness that caused the absence, indicating the nature and duration of the illness. Proof of illness or injury will not normally be required for sick leave of less than four (4) consecutive full work days or less than eight (8) full work days per rolling twelve (12) month period. If the frequency rate rises to eight (8) full work days, a doctor's certificate from the physician treating the employee for the illness that caused the absence may be required for all illnesses unless waived by the Town Manager. The Town may investigate and require proof of illness or injury for any absence for which sick leave is requested.

Section 3. In order to have an absence counted as sick leave, the employee, on the first day of absence due to illness or injury, shall notify either the employee's department head or his designated representative, of his illness or injury at least thirty (30) minutes subsequent to his normal time for reporting to work, except where sufficiently limiting circumstances exist, in which case he shall report as soon as practicable.

Section 4. To the extent allowed by the Americans with Disabilities Act and other applicable laws, the Town reserves the right to require any employee to submit to a physical examination by a doctor of the Town's choice, the cost of the physical examination to be at the Town's expense.

Section 5. Sick leave shall be earned by each regular, full-time employee at the rate of one and one-fourth (1¼) working days for each complete calendar month of continuous service, the total of which shall not exceed fifteen (15) sick leave days in any twelve (12) months. Sick leave earned in any month of service shall be available during any subsequent month.

Section 6. The following shall apply to sick leave accumulation:

- A. All unused sick leave of any regular, full-time employee during continuous employment may be accumulated up to a maximum of one hundred twenty (120) days.
- B. The amount of each employee's accumulated sick leave on the day prior to the effective date of this Agreement shall be credited toward his accumulated sick leave under this Agreement.
- C. No credit toward accumulated sick leave shall be granted for time worked in excess of his normal workweek.
- D. Sick leave shall continue to accumulate during authorized leaves of absence with pay.

Section 7. The following shall apply to sick leave redemption:

- A. An employee who has successfully completed the probationary period, upon resignation without prejudice, shall receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. Payment for such days shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days. Payment for such days upon retirement shall be in two (2) payments; the first during the then current fiscal year, and the second, one (1) year after the first payment. Payment for such days upon death, will be paid to the employee's estate in one (1) lump sum during the then current fiscal year.
- D. An employee, who is subject to a layoff without prejudice, may elect to receive, on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum. If an employee elects the above, he will forfeit all sick leave on the books if recalled at

a later date regardless of his seniority. An employee must exercise this option before his seniority rights have expired under Article VIII.

Section 8. The minimum amount of sick time that may be used is one-half (1/2) hour with prior written approval of the Town Manager or his/her designee to be used, if possible, at the beginning or the end of the employee's work shift.

ARTICLE XIII WORKERS' COMPENSATION

Section 1. Each employee shall come under the terms of the Workers' Compensation Act for injuries which occur while the employee is engaged in the performance of his duties for the Town. Employees are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries received on duty. The Town, in case of a compensable injury incurred in the line of duty, shall supplement the payments of the insurance company so the employee will receive his full base rate of pay during his absence (less applicable state and federal withholdings) while the employee is out of work and receiving temporary, total disability benefits, for a period not to exceed six (6) calendar months.

In the event that an employee is out of work and is temporary, partially disabled and light duty work is available for such employee (as determined by the Town); he/she shall work the light duty assignment (provided such light duty work is within his/her light duty restrictions) and not be eligible for the supplemental benefit set forth herein.

In the event that an employee is out of work and is temporary, partially disabled and no light duty work is available within his/her light duty restrictions (as determined by the Town), he/she shall be eligible for the supplemental benefit set forth herein.

ARTICLE XIV MEDICAL CARE INSURANCE

Section 1. The Town will provide the following insurance coverage for the period from July 1, 2021 through June 30, 2024 for all regular, full-time employees and their dependents:

1. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted).
2. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
3. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars

(\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.

4. The carrier network for the plan will be the carrier selected by the State.
5. Employees will pay the following premium share contributions in lieu of the premium share contributions set forth under Article X of the collective bargaining agreement between the parties:

July 1, 2021 – June 30, 2022: 14%

July 1, 2022 – June 30, 2023: 14%

July 1, 2023 – June 30, 2024: 15%

Such premium share contribution shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.

6. In the event that the State imposes additional fees or increases the Town's cost of the premium at the end of any contract years, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above. The additional fees and/or increases in the premium, if any, will be paid as part of the employee's premium share contribution during the term of the contract year.
7. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

Group Term Life Insurance. Effective July 1, 1989 Group Term Life Insurance shall be one (1) times the annual salary rounded to the highest one thousand dollars (\$1,000.00). Employees who retire after July 1, 1990 shall be provided with a two thousand five hundred dollars (\$2,500.00) life insurance policy.

Section 2. An employee who elects not to accept the health insurance benefits provided in Section 1 above, shall be remunerated in the amount of five hundred dollars (\$500.00) at the end of each quarter of the year, effective with the quarter beginning July 1, 2006; provided, however, said employee shall furnish to the Town evidence satisfactory to the Town that said employee carries, individually or through members of his immediate family, insurance coverage similar to or better than that offered by the Town in this Article. Such person choosing this option shall not be able to change his decision prior to the end of each quarter, and the Town shall be relieved of its responsibility to provide such coverage during the previous quarter. If an employee is hired for a bargaining unit position covered by this Agreement on or after July 1, 2021, the waiver language set forth herein shall not apply to the employee if he/she is eligible for coverage under any health

insurance plan offered by the Town. Life insurance, however, shall continue to be provided such employee.

Section 3. The Town reserves the right to change insurance carriers cited in Section 1 as long as the benefits are equivalent to, or better than, those offered above as determined on an overall plan benefit basis, with the consent of the Union which shall not be unreasonably withheld.

ARTICLE XV RETIREMENT

Section 1. Except as set forth in Section 2, herein, the Town's present and existing retirement plan (the "Retirement Plan") shall remain in full force and effect unless modified by mutual agreement and approved by the Town's legislative body and the Union. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

Section 2. A separate pension plan agreement effective January 1, 2008 and separately negotiated shall continue in effect until amended by mutual agreement of both parties. Effective July 1, 2021, the eligible employee's contribution toward such plan shall be seven and one-half percent (7.5%). Effective July 1, 2022, the eligible employee's contribution toward such plan shall be eight percent (8.0%).

Employees hired on or after July 1, 2015, shall not be eligible for the plans set forth herein. Such employees shall be eligible for a 401A defined contribution plan offered by the Town in accordance with the terms of the plan.

"Average Annual Earnings" means if the Participant retires from employment with the Town on or after his Normal Retirement Date, or retires or otherwise terminates employment prior to his Normal Retirement Date, his highest average annual earnings received for the last sixty (60) months immediately preceding the date the Participant's employment terminates.

Section 3. The Town will implement a pre-tax wage deduction plan in accordance with applicable federal and State laws as it applies to health and retirement co-pays.

ARTICLE XVI GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure shall be to settle employee grievances at as low an administrative level as possible and practicable, so as to ensure efficiency and employee morale.

Section 2. A grievance for the purpose of this procedure shall be considered to be a written complaint, alleging a specific violation, misapplication, or misinterpretation of at least one (1) provision of this Agreement, filed by a grievant(s), who is a member of the bargaining unit making a claim that a grievance has occurred to his or her detriment.

Section 3. The grievance procedure under this Agreement shall be as follows:

Step 1: The grievant shall, within ten (10) calendar days of occurrence of same, reduce the grievance to writing and submit it to the immediate Supervisor in the Department in which the grievance occurred. The immediate Supervisor shall meet with the grievant within five (5) working days of receipt of such grievance and use his/her best efforts to settle the dispute and shall issue a written decision to said party within five (5) working days of such meeting.

Step 2: If said grievant is not satisfied with the decision rendered by the immediate Supervisor and elects further processing, they may, within ten (10) working days, submit the grievance to the Town Manager who shall meet with the grievant within five (5) working days of receipt of such grievance and use his best efforts to settle the dispute. The Town Manager's decision shall be submitted in writing to said party within five (5) calendar days of such meeting.

Step 3: If said grievant is not satisfied with the decision rendered by the Town Manager and elects further processing, the Union may, within fifteen (15) calendar days, submit the grievance to the Connecticut State Board of Mediation and Arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager. The arbitrator or arbitrators shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

Step 4: Neither party waives its or his right to legal appeal under the Connecticut General Statutes.

Section 4. Mediation services may be used at any step of the grievance procedure.

Section 5. If either of the parties related to the grievance process desires to meet for the purposes of oral discussion, a meeting shall be requested and if satisfactory to the other party, a meeting shall be promptly scheduled. Such procedure shall not extend the time limitations above.

Section 6. The employee, the Union, or the Town shall have the right, at his or its own expense, of choice of representation whenever representation is desired. While the employee has the right to the choice of representation, he or she may have only one spokesperson at any one step of the grievance procedure or at arbitration.

Section 7. Disciplinary action other than dismissal and/or suspension, when appealed through the grievance procedure shall be effective with the decision of the State Board of Mediation and Arbitration.

Section 8. The parties will use the State Board of Arbitration and Mediation’s tripartite panel arbitration. The prevailing party in said grievance procedure shall be reimbursed for his or its filing fee by the losing party. If the grievance is partially sustained, the fee will be split by both parties. The parties may by mutual agreement use expedited arbitration, referenced in earlier agreements by these parties as single public member arbitration. The Town shall have the option to select AAA as long as the Town pays one hundred percent (100%) of the cost of the arbitration and the filing fee.

**ARTICLE XVII
NO STRIKE**

During the term of this Agreement, the Union agrees that there shall be no authorized or sanctioned cessation, retarding, or stoppage of work, picketing, sympathy strikes, work to rule action, or other interference, because of any dispute that may result from interpretations of this Agreement or for any cause whatsoever. The failure or refusal on the part of any employee to comply with this provision shall be cause for immediate discipline, including discharge.

**ARTICLE XVIII
PROMOTIONS AND NEW POSITIONS**

Section 1. When new jobs are created or exist, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

When a vacancy exists and the Town, in its’ discretion, decides to fill the vacant position, the Town shall post the position for ten (10) working days and each employee within the unit who is interested shall have the opportunity to apply for said opening.

Section 2. When a vacancy exists (and the Town decides to fill the vacancy) or a new position is created, applicants will receive preference on the basis of their qualifications. Where the qualifications of two or more applicants are equal, the internal applicant with the greatest seniority will be given preference. The candidate will be placed on a probationary period per Article VII of this agreement. If the probation is not satisfactorily completed, then the candidate will be returned to his or her original position, if it exists. Otherwise the candidate will have all rights he or she would otherwise have under the reduction in force provisions of this agreement.

**ARTICLE XIX
LONGEVITY**

Section 1. Longevity pay, as noted in this Article, will be paid annually after the employee meets the service requirement as follows:

5 years	\$200.00
10 years	\$350.00
15 years	\$500.00
20 years	\$650.00

25 years	\$800.00
30 years	\$950.00
35 years	\$1,100.00

Annual longevity payments shall be made in full upon the anniversary date of employment. Only employees employed in the bargaining unit as of June 11, 2013 shall be eligible for longevity payments.

ARTICLE XX DISCIPLINE

Section 1. No employee shall be suspended or discharged without good and sufficient cause. All suspensions and discharges shall be preceded by a notice in writing with the reasons for said suspension or discharge stated therein. A copy of such notice must be given to the employee at the time of the suspension or discharge. The Union President shall be notified when an employee is disciplined or discharged.

Section 2. Disciplinary actions shall normally follow this order:

- A. Verbal warning with notation or order in writing;
- B. Written warning;
- C. Suspension without pay;
- D. Discharge.

ARTICLE XXI GENERAL PROVISIONS

Section 1. The Town shall provide bulletin board space for the Union located in the designated areas for the posting of notices concerning Union business and activity.

Section 2. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment and five (5) copies to the National Union.

Section 3. The provisions of the federal Family and Medical Leave Act (Act) shall apply to employees, if the employee meets the eligibility requirements set forth in the Act, based on a rolling year, as defined in the Act, as amended.

Section 4. The Town will provide jury leave for regular, full-time employees ordered to serve on jury duty, precluding their being available for work. In such cases, the employee shall receive that portion of his regular pay, which will, together with jury pay, equal his total salary for the same pay period. The employee shall notify his immediate supervisor of the scheduled jury duty at least forty-eight (48) hours in advance, except where sufficiently limiting circumstances exist. An employee reporting for jury duty and who is dismissed shall return to work so long as one half a work day or more remains to be worked.

Section 5. When the context so requires, the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.

Section 6. During the term of this Agreement, the Town shall furnish the Union with an up to date list of employees. When a new employee is hired, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and the rate of pay of the new employee. When the employment of an employee terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

Section 7. Each employee may review his personnel file with the Town Manager by appointment. Copies of material placed in the employee's file other than a record keeping shall be provided to an employee. Should an employee wish to obtain a complete copy of his personnel file, such copy will be provided upon written request.

Section 8. When an employee is required by the Town to use his/her own motor vehicle to perform Town business, he/she shall be reimbursed at the IRS rates.

Section 9. The Town agrees that the regular payday is on Thursday. Paychecks will be released to employees after 12:00 noon on Thursday. In the event a holiday falls on Thursday, employees shall be paid on Wednesday. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule. Direct deposit of paychecks shall be required.

Section 10. All Personnel Rules and Regulations that are the property of the Town shall be available to all bargaining unit employees. Any future changes that affect those working conditions subject to the Municipal Employee Relations Act ("MERA"), as amended, shall be negotiated with the Union.

Section 11. Nothing in this Agreement shall prevent any employee from holding outside employment, other than Town work, as long as such employment does not conflict with the employee's duties as a Town employee subject to the approval by the Town which will not be unreasonably withheld.

Section 12. Nothing in this Agreement shall require any employee to be a resident of the Town of East Hampton.

Section 13. Copies of individual job descriptions will be provided to the Union.

Section 14. Past practices concerning subjects that would require bargaining under the Municipal Employees Relations Act ("MERA") presently enjoyed by the Bargaining Unit are protected by this Agreement.

Section 15. The Town shall provide for reimbursement for all tuition and books needed by an employee attending job related courses, approved by the Plant Superintendent and Public Utilities Administrator, and with documentation of a C or better grade (or a "pass" in a "pass/fail" course)

once they have completed one year of service. Reimbursement of all tuition, books, and other costs are up to a maximum of one thousand dollars (\$1,000.00) per calendar year for undergraduate or work related courses and up to one thousand five hundred dollars (\$1,500.00) per calendar year for graduate-level courses. Seminars and conferences are to be approved by supervisor and the Town Manager. Any books purchased will remain the property of the Town.

Section 16. The Town shall reimburse employees required by the Town to possess a CDL the difference between the cost of a regular driver's license and the CDL. Amounts for trailer endorsements required by the Town shall also be reimbursed by the Town to the employee.

Section 17. If any illness or injury results in a disability that has prevented the employee from performing the essential functions of the position (with or without a reasonable accommodation) for a period of twelve (12) months or longer, the Town shall have the right to retire or discharge the employee.

Section 18. The parties agree that the lining of Town fields by unauthorized individuals shall not be considered subcontracting of bargaining unit work.

Section 19. Upon submission of a paid invoice/receipt, the Town will reimburse bargaining unit employees for DOT physicals if the employee's job requires such a physical.

Such reimbursement shall be no greater than one hundred thirty dollars (\$130.00) annually. In the event that the Town designates a physician to conduct DOT physicals, the employee shall be required to use the designated physician in order to receive the aforementioned reimbursement.

ARTICLE XXII UNION ACTIVITIES LEAVE

Section 1. The three (3) members of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of Agreement when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. One (1) member of the Union Grievance Committee, in addition to the employee or employees who filed the grievance, shall be granted leave from duty with full pay for all meetings between the Town and Union for the purpose of processing grievances through arbitration when such meetings take place at a time during which such members are scheduled to be on duty.

Section 3. Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the employer. Each representative will be expected to perform his duties on his own time. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during working time, for example, investigation and processing of complaints and disputes, and attendance at executive board and general meetings with a maximum fiscal year allowance of two and one-half (2½) working days. It is further recognized that there are reasonable limited deviations from this letter that do not require substantial periods

of time. Where such activities are necessary or reasonable to be performed during working hours, they may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form. Prior to engaging in Union activities during work time, the employee shall give sufficient notice to the employer (at least three (3) days except in unexpected circumstances).

ARTICLE XXIII SEVERABILITY

This Agreement contains the full and complete agreement between the Town and the Union on all negotiable issues, and neither party shall be required during the term thereof to negotiate upon any issue, whether it is covered or not covered in this Agreement. It is the understanding of the parties to this contract that each provision of this Agreement and any schedules or addenda hereto is severable and distinct from any other provision, schedule or addenda hereof and that the unenforceability or invalidity of any one of said provisions, schedules or addenda shall not affect the remainder of this Agreement and this Agreement shall be read and construed as if said unenforceable or invalid portion has never been included herein.

ARTICLE XXIV MANAGEMENT RIGHTS

Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of East Hampton, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town ordinance, regulation or other type of lawful provision over matters involving Town employees, including but not limited to full control over the policies, practices, procedures and regulations with respect to employees of the Town covered by this Agreement, shall remain vested solely and exclusively in the Town of East Hampton.

ARTICLE XXV JOB CLASSIFICATION

Section 1. When the Town creates a new classification or changes an existing job other than a minor change, the Town and the Union shall negotiate appropriate pay rates for such new or changed classification, and said classification and pay rates shall become effective upon agreement through negotiations.

Section 2. All members of the various classifications listed in the wage schedules shall be paid at a rate in accordance with the amount of services they have in that particular classification except that any member advanced or promoted to a higher classification shall be paid the next higher rate of pay, not less than one full step, over which he was receiving at the lower classification.

Section 3. When an employee is assigned, in writing, by the Town Manager or his/her designee, to another job classification for more than thirty (30) consecutive work days (due to either another employees absence from work or the position is vacant), and the employee satisfactorily performs all of the essential duties of the position, the employee shall be paid at the next higher pay rate in

his/her pay grade for all such time worked in excess of thirty (30) consecutive work days in the classification. If the work assigned, in writing, by the Town Manager or his/her designee, is performed for more than ninety (90) consecutive work days, the employee may request, in writing to the Town Manager, a permanent upgrading or "reclassification." All requests shall be considered on the basis of job evaluation and recommendation by the department head to the Town Manager. The Town Manager shall make the final determination regarding reclassification. A written response to all requests for reclassification under the above noted circumstances shall be issued within sixty (60) calendar days of the filing date of the request.

Section 4. When an employee is assigned, in writing, by the Town Manager or his/her designee, and satisfactorily performs all the duties of a non-bargaining unit supervisor position for more than thirty (30) consecutive work days, he/she shall receive additional compensation of one dollar (\$1.00) per hour. Effective July 1, 2022, the additional compensation set forth herein shall be increased to one dollar and twenty-five cents (\$1.25) per hour.

**ARTICLE XXVI
DURATION OF AGREEMENT**

The effective date of this Agreement shall be July 1, 2021 and it shall remain in effect for three years until June 30, 2024. This Agreement shall remain in effect upon expiration and during negotiation until agreement is reached and signed to amend or modify this Agreement. At least one hundred twenty (120) days before the expiration date of this Agreement, the parties agree to meet and discuss a new Agreement.

FOR THE TOWN OF EAST HAMPTON

**FOR THE EAST HAMPTON
MUNICIPAL EMPLOYEES
ASSOCIATION**

Town Manager

NAGE

Signed:

David Cox, Town Manager

Michael Angeli, President, NAGE/NAME

Witness

Witness

Date: _____

Date: _____

Wage Schedule

APPENDIX A

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Foreman						
	7/1/21	\$29.34	\$31.83	\$34.86	\$35.26	\$35.42
	2.00%	\$61,027.20	\$66,206.40	\$72,508.80	\$73,340.80	\$73,673.60
	7/1/22	\$30.00	\$32.55	\$35.64	\$36.05	\$36.22
	2.25%	\$62,400.00	\$67,704.00	\$74,131.20	\$74,984.00	\$75,337.60
	7/1/23	\$30.71	\$33.31	\$36.48	\$36.90	\$37.07
	2.35%	\$63,876.80	\$69,284.80	\$75,878.40	\$76,752.00	\$77,105.60
Chief Mechanic						
	7/1/21	\$29.04	\$31.16	\$34.75	\$35.10	\$35.26
	2.00%	\$60,403.20	\$64,812.80	\$72,280.00	\$73,008.00	\$73,340.80
	7/1/22	\$29.69	\$31.86	\$35.53	\$35.89	\$36.05
	2.25%	\$61,755.20	\$66,268.80	\$73,902.40	\$74,651.20	\$74,984.00
	7/1/23	\$30.39	\$32.61	\$36.36	\$36.73	\$36.90
	2.35%	\$63,211.20	\$67,828.80	\$75,628.80	\$76,398.40	\$76,752.00
Crew Leader – DPW						
Crew Leader – Maintenance						
	7/1/21	\$25.98	\$28.09	\$29.40	\$30.30	\$30.84
	2.00%	\$54,038.40	\$58,427.20	\$61,152.00	\$63,024.00	\$64,147.20
	7/1/22	\$26.56	\$28.72	\$30.06	\$30.98	\$31.53
	2.25%	\$55,244.80	\$59,737.60	\$62,524.80	\$64,438.40	\$65,582.40
	7/1/23	\$27.18	\$29.39	\$30.77	\$31.71	\$32.27
	2.35%	\$56,534.40	\$61,131.20	\$64,001.60	\$65,956.80	\$67,121.60

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Park Maintainer						
Maintainer I						
	7/1/21	\$19.27	\$20.94	\$22.29	\$23.22	\$24.05
	2.00%	\$40,081.60	\$43,555.20	\$46,363.20	\$48,297.60	\$50,024.00
	7/1/22	\$19.70	\$21.41	\$22.79	\$23.74	\$24.59
	2.25%	\$40,976.00	\$44,532.80	\$47,403.20	\$49,379.20	\$51,147.20
	7/1/23	\$20.16	\$21.91	\$23.33	\$24.30	\$25.17
	2.35%	\$41,932.80	\$45,572.80	\$48,526.40	\$50,544.00	\$52,353.60
Maintainer II						
Building Maintainer						
	7/1/21	\$21.78	\$23.88	\$26.57	\$26.71	\$26.91
	2.00%	\$45,302.40	\$49,670.40	\$55,265.60	\$55,556.80	\$55,972.80
	7/1/22	\$22.27	\$24.42	\$27.17	\$27.31	\$27.52
	2.25%	\$46,321.60	\$50,793.60	\$56,513.60	\$56,804.80	\$57,241.60
	7/1/23	\$22.79	\$24.99	\$27.81	\$27.95	\$28.17
	2.35%	\$47,403.20	\$51,979.20	\$57,844.80	\$58,136.00	\$58,593.60
Maintainer III						
Mechanic						
	7/1/21	\$23.45	\$26.28	\$29.25	\$29.56	\$29.63
	2.00%	\$48,776.00	\$54,662.40	\$60,840.00	\$61,484.80	\$61,630.40
	7/1/22	\$23.98	\$26.87	\$29.91	\$30.23	\$30.30
	2.25%	\$49,878.40	\$55,889.60	\$62,212.80	\$62,878.40	\$63,024.00
	7/1/23	\$24.54	\$27.50	\$30.61	\$30.94	\$31.01
	2.35%	\$51,043.20	\$57,200.00	\$63,668.80	\$64,355.20	\$64,500.80

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Assistant Town Clerk						
	7/1/21	\$25.59	\$26.53	\$28.69	\$28.88	\$29.26
	2.00%	\$46,573.80	\$48,284.60	\$52,215.80	\$52,561.60	\$53,253.20
	7/1/22	\$26.17	\$27.13	\$29.34	\$29.53	\$29.92
	2.25%	\$47,629.40	\$49,376.60	\$53,398.80	\$53,744.60	\$54,454.40
	7/1/23	\$26.78	\$27.77	\$30.03	\$30.22	\$30.62
	2.35%	\$48,739.60	\$50,541.40	\$54,654.60	\$55,000.40	\$55,728.40
Asst. Bldg. Official						
	7/1/21	\$31.12	\$32.22	\$33.38	\$34.29	\$35.64
	2.00%	\$56,638.40	\$58,640.40	\$60,751.60	\$62,407.80	\$64,864.80
	7/1/22	\$31.82	\$32.94	\$34.13	\$35.06	\$36.44
	2.25%	\$57,912.40	\$59,950.80	\$62,116.60	\$63,809.20	\$66,320.80
	7/1/23	\$32.57	\$33.71	\$34.93	\$35.88	\$37.30
	2.35%	\$59,277.40	\$61,352.20	\$63,572.60	\$65,301.60	\$67,886.00
Children's, Adult/Young Adult						
	7/1/21	\$29.52	\$30.68	\$31.94	\$32.56	\$33.05
	2.00%	\$53,726.40	\$55,837.60	\$58,130.80	\$59,259.20	\$60,151.00
	7/1/22	\$30.18	\$31.37	\$32.66	\$33.29	\$33.79
	2.25%	\$54,927.60	\$57,093.40	\$59,441.20	\$60,587.80	\$61,497.80
	7/1/23	\$30.89	\$32.11	\$33.43	\$34.07	\$34.58
	2.35%	\$56,219.80	\$58,440.20	\$60,842.60	\$62,007.40	\$62,935.60

Pay Grade	Beginning	Hire 1 Year	2nd Year	3rd-5th Year	6th-10th Year	After 10 Years
Admin. Assistant						
WPCA Secretary						
Public Works Secretary						
Police Dispatcher/Secretary						
	7/1/21	\$25.33	\$26.34	\$28.68	\$28.87	\$29.25
	2.00%	\$46,100.60	\$47,938.80	\$52,197.60	\$52,543.40	\$53,235.00
	7/1/22	\$25.90	\$26.93	\$29.33	\$29.52	\$29.91
	2.25%	\$47,138.00	\$49,012.60	\$53,380.60	\$53,726.40	\$54,436.20
	7/1/23	\$26.51	\$27.56	\$30.02	\$30.21	\$30.61
	2.35%	\$48,248.20	\$50,159.20	\$54,636.40	\$54,982.20	\$55,710.20
Office Technicians						
Building Department						
Health Department						
	7/1/21	\$25.13	\$26.25	\$28.66	\$28.86	\$29.01
	2.00%	\$45,736.60	\$47,775.00	\$52,161.20	\$52,525.20	\$52,798.20
	7/1/22	\$25.70	\$26.84	\$29.30	\$29.51	\$29.66
	2.25%	\$46,774.00	\$48,848.80	\$53,326.00	\$53,708.20	\$53,981.20
	7/1/23	\$26.30	\$27.47	\$29.99	\$30.20	\$30.36
	2.35%	\$47,866.00	\$49,995.40	\$54,581.80	\$54,964.00	\$55,255.20

Office Assistants						
Assessor's Clerk						
Tax Clerks						
Accounting Clerks						
Police Clerk						
	7/1/21	\$24.82	\$26.21	\$28.65	\$28.84	\$28.92
	2.00%	\$45,172.40	\$47,702.20	\$52,143.00	\$52,488.80	\$52,634.40
	7/1/22	\$25.38	\$26.80	\$29.29	\$29.49	\$29.57
	2.25%	\$46,191.60	\$48,776.00	\$53,307.80	\$53,671.80	\$53,817.40
	7/1/23	\$25.98	\$27.43	\$29.98	\$30.18	\$30.26
	2.35%	\$47,283.60	\$49,922.60	\$54,563.60	\$54,927.60	\$55,073.20
Head of Circulation and Technical Services						
	7/1/21	\$22.67	\$23.56	\$24.51	\$25.00	\$25.35
	2.00%	\$41,259.40	\$42,879.20	\$44,608.20	\$45,500.00	\$46,137.00
	7/1/22	\$23.18	\$24.09	\$25.06	\$25.56	\$25.92
	2.25%	\$42,187.60	\$43,843.80	\$45,609.20	\$46,519.20	\$47,174.40
	7/1/23	\$23.72	\$24.66	\$25.65	\$26.16	\$26.53
	2.35%	\$43,170.40	\$44,881.20	\$46,683.00	\$47,611.20	\$48,284.60
Clerk Typist						
	7/1/21	\$20.00	\$20.84	\$21.99	\$23.33	\$24.69
	2.00%	\$36,400.00	\$37,928.80	\$40,021.80	\$42,460.60	\$44,935.80
	7/1/22	\$20.45	\$21.31	\$22.48	\$23.85	\$25.25
	2.25%	\$37,219.00	\$38,784.20	\$40,913.60	\$43,407.00	\$45,955.00
	7/1/23	\$20.93	\$21.81	\$23.01	\$24.41	\$25.84
	2.35%	\$38,092.60	\$39,694.20	\$41,878.20	\$44,426.20	\$47,028.80



July 13, 2021

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 five (5) refunds totaling \$2,338.98.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

	0.	CL
	114.40	⊕
	17.27	⊕
	455.78	⊕
	1,305.06	⊕
	446.47	⊕
005	2,338.98	TL+

BOARD AND COMMISSION SUMMARY

JUNE 2021

Arts & Culture Commission

The Arts & Culture Commission met on June 17 at the Joseph N. Goff House. New member Mindy Maynard was welcomed back to the Commission. The members reviewed information on the poet laureate, the budget balance and the cancellation of the student art award. The student art award will be reinstated next year. The members recognized Shirley Brooks, an original commission member who has retired and moved.

Board of Finance

The Board of Finance met on June 14 for a special meeting where they unanimously approved the mill rate for the 2021-2022 Fiscal Year (34.53). The Board also met for their regularly scheduled meeting on June 21 where they unanimously approved a motion to approve the FY21 Tax Suspension List.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency met on June 28. The members received updates on the properties of 1 and 13 Watrous. The members briefly discussed the Brownfields webinars and the possible outreach to and collaborations with sister agencies about future projects. There was discussion of possibly nominating a new Chairman and the announcement of Mr. Bristol stepping down from the agency.

Clean Energy Task Force

The Clean Energy Task Force met on June 1. Members welcomed new member Russ Kaplan. John Greeno of New England Conservation Services provided additional information on the programs available for clean energy including solar canopies and heat pumps. The members discussed the upcoming electric car show in September.

Commission on Aging

The Commission on Aging met on June 10. Ms. Ewing provided an update on the Senior Center opening to visitors beginning June 1. Dr. Rosenberg provided an update on the housing survey being drafted for the commission. Members decided to hold on reinstating the Roundtable Meetings until early 2022. The July meeting will be held in person and via Zoom. The August meeting will be cancelled. The commission received \$1,200 for next year's budget.

Conservation-Lake Commission

The Conservation-Lake Commission met on June 10. The commission welcomed three new members. There was discussion and review of one plan review for an addition. The members approved the plan review. The members received updates on the watershed projects and federal funding, the sub-committee report on education, the advisory panel, the lake smart program, and the lake level. The members reviewed and discussed the commission's ordinance. There was discussion of the project for the Christopher Brook property.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission met on June 15. The members discussed the Bells on the Bridge event, the local business pamphlet, the new business mixer, the minutes and motions from the P&Z meeting, the new business banner, and the Business of the Month under old business. The members also discussed the Village Center direction signs and Town Hall signs, the draft for the commission mission statement, and whether the members would want to go back to in-person meetings. The Town Manager gave his updates to the members on what is happening in and for the town.

Ethics Commission

No meeting

Fire Commission

The Fire Commission met on June 14. The members received the blue books and presentation from Rick from ACG about the 2020 awards program. The Fire Marshal and Fire Chief gave their reports to the members. The members received updates on the dry hydrants, the AC upgrades, the budget, and the new system for report the NFIRS to the state. The members were updated on the damaged hoses and the 3-year hose testing contract was approved.

Inland Wetland Watercourses Agency

The Inland Wetland Watercourses Agency met on June 30.

Continued Business:

- A. IW-21-012: Maurice Gagnon, Clark Hill Road, to construct a new home in the Upland Review Area. Map 11/Block 40/Lot 11B. Vice-Chairman Wilson made a motion to approve Application IW-21-012 using the standard short form with no special conditions for the following reason: the applicant has shown adequate protection of the wetlands and watercourses on the site. The motion was seconded by Mr. Wall. Vote: 4-0

New Applications:

- A. Application IW-21-013: Dream Developers, 1 West Street, demolish existing two-story deck and construct a two-story addition in its place with a foundation in the Upland Review Area. Map 03A/Block 44/Lot 59. Vice-Chairman Wilson made a motion to have the Agent approve Application IW-21-013. The motion was seconded by Mr. Wall. Vote: 4-0
- B. Application IW-21-014: Rocco Nozzolini, to construct a 572 sq. ft. garage in the Upland Review Area. Map 36/Block 96/Lot L-3. Vice-Chairman Wilson made a motion to continue Application IW-21-014 to the next regularly scheduled meeting on July 28, 2021. The motion was seconded by Mr. Wall. Vote: 4-0
- C. Application IW-21-015: Brookhaven Park Inc., Brookhaven Beach, Park Road, Reclamation of approximately 495 sq. ft. of beach sand from Lake Pocotopaug to restore the beach area. Map 10A/Block 82/Lot 26A. Mr. Boule made a motion to continue Application IW-21-015 to the next regularly scheduled meeting on July 28, 2021. The motion was seconded by Mr. Wall. Vote: 4-0

- D. Application IW-21-016: East Hampton WPCA, Replacement of sewer force main between Pine Trail and Poe Road on 4 properties along Lake Pocotopaug shoreline in the Upland Review Area. Mr. Boule made a motion to continue Application IW-21-016 to the next regularly scheduled meeting on July 28, 2021. The motion was seconded by Vice-Chairman Wilson. Vote: 4-0

Election of Officers:

Mr. Wall made a motion to elect Mr. Foran as Chairman and to elect Mr. Wilson as Vice-Chairman. Mr. Boule seconded the motion. Vote: 4-0

Joint Facilities

No meeting

Library Advisory Board

The Library Advisory Board met on June 7. The members received an update on the library space planning project. Members provided feedback on the drawings and discussed future building space needs. The Library received an unsolicited grant of \$17,000 from the Connecticut State Library. The funds originated from the American Rescue Plan Act and are to be used to respond to the pandemic. Members suggested possible uses including adding mobile shelving for increased flexibility in library spaces, adding charging stations and replacing old and worn out furniture.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on June 24. The members reviewed and discussed an application to construct a modern farmhouse at lot #5 on Long Hill Road. The members made a motion to approve the application. The members then reviewed and discussed applications 551, 552, 553, and 554 from the previous month's meeting. The new property owner and the construction manager were present to answer questions and show the chosen materials for the proposed house plans. The members made a motion to approve of all four applications with the condition that no two houses of the same style be built next to each other.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board met on June 1. Mr. Hall discussed several grants for summer camp programs that the department was awarded. Members received updates on the Air Line Trail and the sports facilities projects. The master plan was cut from the budget for this season. The department will be looking at other ways to proceed with a similar project run in house. Sports on 66 was sold at auction. The members discussed a possible dock by the boat launch at Sears Park. The status of all parks and recreation summer programs were reviewed. COVID guidelines for summer programs were also reviewed.

Planning & Zoning Commission

The Planning & Zoning Commission met on June 2.

Public Hearings:

- A. Application PZC-20-024: Paula Free, 249 West High St., for a special permit per Sec. 8.4 Motor Fuel Filling Station with a proposed convenience store in the Commercial Zone, Section 5.2. Map 06/Block 12/Lot 1B. Continued

- B. Application PZC-21-012: Reno DeNovellis, 11 Daly Rd., for a Special Permit per Sec. 8.4.M for a 900 sq. ft. in-law dwelling Map 87/Block 26/Lot 9. Approved
- C. Application PZC-21-009: Long Hill Estates, LLC., for an eight (8) lot subdivision on Long Hill Road Map 06/Block 12/Lot 8. Approved

Old Business:

- A. Application PZC-21-007: Atlantis Marketing, 157 Main Street, 1 Colchester Ave., and 5 Colchester Ave., for a zone change from R-2 to Commercial Map 07A/Block 56/ Lots 21,22,24. Denied

Town Facility Building Committee

No meeting

Water Pollution Control Authority

The Water Pollution Control Authority Board met on June 1 via Zoom. The Sewer Use fees are reporting at 102% collected. The switch to a 2x billing for sewer use (October and April) appears to be very successful. Mr. Clayton gave a brief report on the Municipal Water System. Mr. DeSimone noted that the WPCA may want to look at adding sewers to those sections of the RT 66 corridor that will be opened up during the construction of a water line. The engineering firm (CLA) is finalizing the design plans for the Pine Trail and North Maple pumps stations. Estimating bids in July/August for fall construction. A Public Hearing was held for the proposed 2021-22 Water Budget and recommended water rates for the customers of the Village Center and Royal Oaks. The Budget will not require a rate change in FY 21-22. No public attended. The Water Budget will go to Town Council on June 8, 2021 for final approval.

Zoning Board of Appeals

The Zoning Board of Appeals met on June 14.

Public Hearings:

- A. Application ZBA-21-006, Michael Epright, Esq., 145 Main St., to reduce the side setback from 25' to 10' and to increase the lot coverage from 10% to 12.64% to construct a 24' x 36' accessory building with detached garage Map 6A/Block 56/Lot 27. Ms. Jacobson made a motion to approve Application ZBA-21-006, Michael Epright, Esq., 145 Main St., to reduce the side setback from 25' to 10' and to increase the lot coverage from 10% to 12.64% to construct a 24' x 36' accessory building with detached garage Map 6A/Block 56/Lot 27. The motion was seconded by Mr. Pfaffenbach. Vote: 5-Yes; 0-No

- B. Application ZBA-21-007, Philip Healey, 63 Skyline Drive, to increase the lot coverage from 10% to 12% for a 420 SF pool and 592 SF deck Map 18/Block 44/Lot 48. Vice-Chairman Spack made a motion to approve Application ZBA-21-007, Philip Healey, 63 Skyline Drive, to increase the lot coverage from 10% to 12% for a 420 SF pool and 592 SF deck Map 18/Block 44/Lot 48 with the noted hardship. Mr. Reed seconded the motion. Vote: 5-Yes; 0-No.