AGENDA ITEM 11 7a

TOWN OF EAST HAMPTON

RESOLUTION TO APPEAL THE ACCEPTANCE OF PRIVATE SEWERS ON DOGWOOD DRIVE AS A PART OF THE TOWN OWNED PUBLIC SYSTEM

WHEREAS, Due to septic system failures at homes located on Dogwood Dr in 1989, a small private system was created serving two homes;

WHEREAS, 18 Dogwood Drive, East Hampton, CT was never hooked up to the privatelyowned sewer system located 200 feet away and operated off of a septic system that has now failed;

WHEREAS, the executor of the home at 18 Dogwood Drive, East Hampton, CT is trying to sell the home but has not been capable of doing so because of a failed septic system;

WHEREAS, the executor of 18 Dogwood Drive, East Hampton, CT has sought to fix the septic system but has been denied due to the existence of a private sewer (200 feet away);

WHEREAS, the Executor of 18 Dogwood Drive, East Hampton, CT requested the Water Pollution Control Authority accept the private system as a public system and allow them to connect and that request was denied.

NOW THEREFORE BE IT RESOLVED, the Town Council, given its authority granted under Town ordinance 146-1, grants the appeal of the Executor of 18 Dogwood Drive, East Hampton, CT and will accept the private sewer system on Dogwood Drive and allow 18 Dogwood Drive, East Hampton, CT to hook into that system.

FURTHERMORE, BE IT RESOLVED, The Town Council directs the Water Pollution Control Authority to manage, maintain and bill for the private system in a manner no different than the rest of the public sewer systems within the Town of East Hampton.

January 22, 2019

Mr. Michael Maniscalo, Town Manager Town of East Hampton 20 High Street East Hampton, CT 06424

Dear Town Manager Maniscalo and Members of the Town Council,

My name is Doreen DeSarro. I am the Executor for my parents, Hugo and Marietta DeSarro, formerly of 18 Dogwood Drive and long-time residents of East Hampton. I am writing this letter because of difficulties we've run into in the replacement of my parent's septic system. In early September, we inquired about a permit to repair or replace this septic system with Donald Mitchell at the Chatham Health District. We were directed to the Water Pollution Control Authority after he classified the septic as a "failed" system based solely on discussion, and stated a new septic would not be permitted because the property was considered accessible to the Town's sewer system either in Royal Oak or in Dogwood Drive. We had an engineer look at both options. He said a connection to the sewer system in Royal Oak was not a viable option because of a retaining wall between my parent's property and the street and said a connection in Dogwood was our best option, although this was not without issues. Due to Dogwood Drive running downhill, the Town's sewer ends 270 feet up the street from my parent's property line and our sewer line would need to be designed to pump uphill. Since this was considered our best option, we had our engineer design the sanitary sewer connection in Dogwood and we hired a contractor to install the system. The estimated cost to construct the private sewer system was \$29,045.

On December 17th, our contractor began excavating and encountered ledge under the street a third of the way to the Town's sewer connection. The need for heavier equipment added \$1,500 per day to our estimated cost to complete construction with no guarantee that this would work. And it did not. Upon attempting to excavate further, our contractor encountered granite. The need for more specialized equipment further increased our estimate to complete construction of the sewer line to over \$43,000, again with no guarantee that this would work or be our final cost. At this point, we terminated the job because the cost to meet the Town's mandate to hook into the sewer system was above and beyond what would be considered reasonable and we looked again at other options.

Both the engineer and contractor who had worked on our sewer system took it upon themselves to dig test holes in my parent's back yard to see if a new septic system was even a viable option. The excessive amount of ledge encountered was similar to what had been encountered in the road. Both the engineer and contractor agreed that the cost to install a new septic system would likely be similar to the cost of completing the sewer tie-in on Dogwood Drive. As a third option, we contacted our neighbors across the street, George and Marie DiCesare of 17 Dogwood Drive and Jeff and France Chase of 15 Dogwood Drive, who are connected to the Town's sewer system via a private sewer line installed by the former owner of 17 Dogwood Drive. This private system was designed with a third stub which would allow us to connect into their system by constructing a connection across Dogwood from my parents property to the stub located in front of 17 Dogwood. Our neighbors have indicated a willingness to do this but are adamant that they would only consider this option if the town is willing to take over ownership and maintenance of their private sewer line to avoid any problems and maintenance issues now and in the future.

Their private sewer line is covered by an "Easement and Agreement" between both parties entered into in 2004. This agreement requires both parties to be jointly responsible for all costs, repairs, maintenance and/or replacement of the entire private sewer pipeline from where the DiCesare property currently connects to the private sewer pipeline to the point at which the private sewer pipeline connects to the Town's sewer system. In addition, their Agreement requires Town approval to allow for any future connections to this private sewer pipeline. This shared system is currently running properly.

All three parties appeared before the Water Pollution Control Authority on January 8, 2019 and requested the Town consider taking over ownership and maintenance of this private sewer pipeline and allowing the connection of 18 Dogwood Drive into the sewer pipeline. Our request was denied because the Committee felt their approval of our request would set a precedent, which cannot happen since our neighbors have the only private sewer in East Hampton designed and constructed to accommodate multiple families. We are appealing this decision based on the fact that there are no other options available to us to meet Chatham Health District's mandate to connect into the Town's sewer system because of the costs associated with the installation of a private sewer line through ledge and granite that exists in Dogwood Drive.

We thank you for your consideration of our request and await your decision.

Josep M De Sauco

Sincerely,

Doreen DeSarro

AGENDA THEM II 76

DRAFT

TOWN OF EAST HAMPTON

Low Income Veterans Exemption From Property Taxes

Sec. 1 Purpose

The purpose of this ordinance is to provide additional property tax relief for low income veterans or their spouse consistent with Connecticut General Statute Section 12-81f (a)(b)(c) and in recognition of their service to our country.

Sec. 2 Definitions

The following definitions shall apply in the interpretation of this ordinance.

Veteran - any resident who served honorably on active duty in the armed forces of the United States of America and is entitled to an exemption from property tax in accordance with CGS 12-81(19).

Low Income- for the purposes of this ordinance shall be defined as those individuals falling within the limits of income as identified by the Office of Policy and Management yearly Qualifying Income Table provided under section 12-81l of the Connecticut General statutes.

Exemption – Shall be defined as a benefit provided to an individual on their property tax.

Sec. 3 Application

The Town of East Hampton, by majority vote of its Town Council, does hereby allow for a local option additional low-income veterans exemption, in an amount of \$20,000 of the assessed value, in accordance with Section 12-81f of the Connecticut General Statutes.

Applicants for this exemption must file with the Office of the Assessor bi-annually in accordance with CGS 12-81f(d).

Approved by Town Council: Published: Effective:



East Hampton Public Library Fiber Internet Grant from the CT State Library

Opportunity

The East Hampton Public Library is eligible for a \$40,000 grant from the CT State Library to run fiber internet cable down Main Street and install it into the Library building.

If we accept this grant opportunity our internet will be delivered through the CT Education Network (CEN). CEN currently provides fiber internet to the Schools and gives some service to the Police Department. The Library had internet through CEN until 2017. We will be responsible for signing a 20 year contract and have a yearly internet cost of \$1,200 after Federal reimbursement. Costs could change over time.

Fiber internet would not be installed until the Spring of 2020.

Current Internet Situation

The library currently gets 16GBPS of cable internet through Comcast at no charge. This speed is not sufficient for the library's needs. Members of the public cannot access our WIFI during high traffic times and community groups are unable to stream webinars or videos in the community room. Additionally, the Comcast free internet cannot give us a static IP — necessary for easy access to some of the State Library's free online resources and we lose internet or connection to LION a few times per month.

Library Internet History

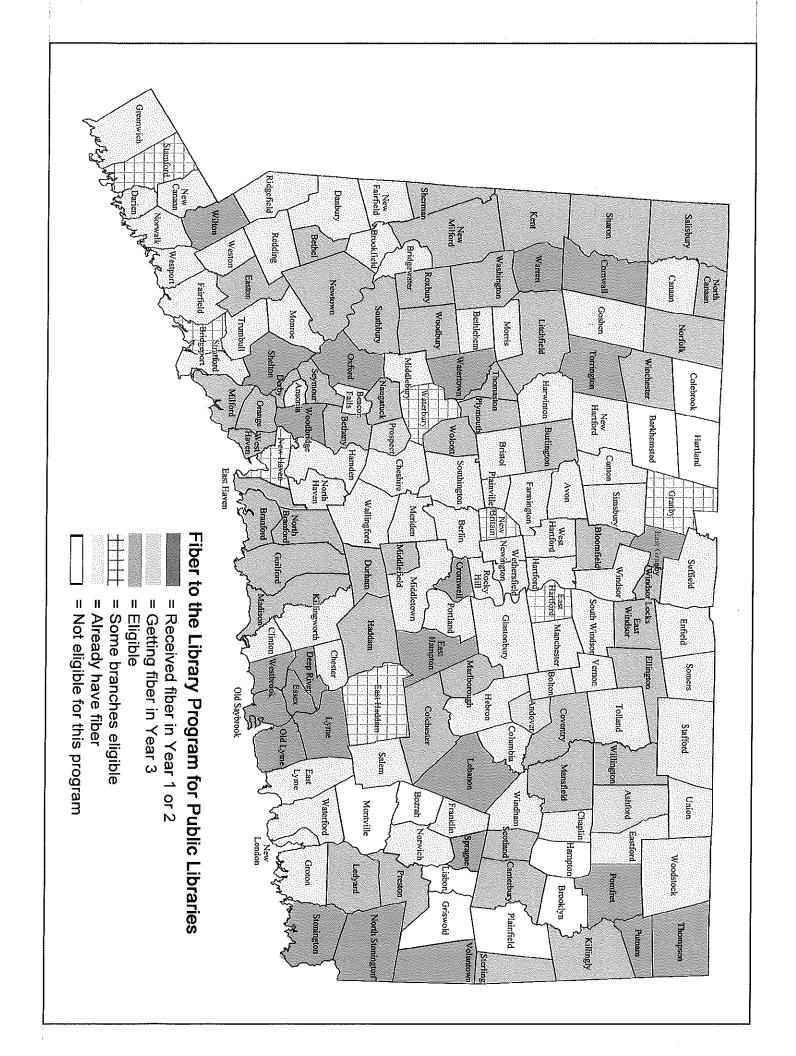
Until 2016, the library had free DSL internet through the CT Education Network (CEN), the same agency that the Schools get their internet from. In 2016 they announced that they would no longer host DSL internet and libraries could either transition to Fiber internet or they could find another solution. The previous library director was working on transitioning EHPL to Fiber when she left. With no director the Town decided to go with free Comcast cable internet.

Pros and Cons

	Fiber	Comcast
Internet Delivery	Fiber internet – generally considered more 'future proof' and a faster delivery of internet.	Cable Internet – older technology. Sufficient for many people's needs but not as fast as fiber.
Cost – Installation	A grant from the state library covers Fiber installation and equipment – a \$40,000 value	Not applicable.
Cost – Internet Delivery	\$1,200/year with Federal E-Rate discounts. Cost could potentially go up but they could also go down. The last time CEN changed their rates, they went down.	Currently free, but the free version doesn't meet our needs. If we don't go with fiber we'll need to upgrade and pay something per month.
Speed	25MBPS but burstable up to a gig.	Speed currently capped at 16 MBPS.

Action

Attached contract needs to be signed by March 27, 2019.





Company Address 55 Farmington Ave

Hartford, CT 06105

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Created Date

12/18/2018

Application Number 190002876

Prepared By

Wendy Rego

Phone

(860) 622-4571

Email

wendy.rego@uconn.edu

Bill To Name

East Hampton Public Library

Contact Name

Ellen Paul

105 Main St.

Email

epaul@easthamptonct.gov

East Hampton

Description

CEN's SPIN is143049066

Product- Line Item	Price	Quantity	Total Price
Library IRU – 20-year Dark Fiber IRU Lease: 1-time cost	\$28,300	1	\$28,300
E-rate eligible under Category 1			
Network Equipment Costs: 1 time build cost	\$8,600	1	\$8,600
E-rate eligible under Category 1			
Switch: EX3400-24T=\$1,600 Switch: EX4600-40F-AFO=\$6,500 Optics- SFP-10G-BX20D-SO, Description:10G- Optics-\$250 x2 =\$500 Overall equipment total=\$8,600			
Library Fiber Operations & Maintenance: Annual reoccurring cost: E-rate eligible under Category 1	\$900	1	\$900 (Billing begins when fiber is installed)
Library CEN Monitoring/Managing Equipment on Fiber Circuit (monthly reoccurring cost) E-rate eligible under Category 2 (Filtering required). Included with Internet Service.	\$125	12 months	\$1,500 (Billing begins when circuit goes into service)
CEN Non-Recurring Costs for Installation of Equipment and Provisioning of Fiber	\$2,150	1	\$2,150

Network Access Service Agreement

(the "Participant").
, having offices loca	ited
Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 55 Farmington Avenue, Hartford, CT 06105, a	and
Education Technology, acting herein by the Department of Administrative Services ("DAS") purs	suant to
Connecticut ("State") Connecticut Education Network ("CEN"), governed by the Commission for	
This Network Access Service Agreement ("Agreement") is made by and between the Sta	

SERVICES

- 1. CEN shall provide Participant with internet service through the private statewide broadband network known as the "Nutmeg Network" (the "Network"). The Participant shall be entitled to use up to the annual committed bandwidth amount set forth in Appendix B, attached hereto and made a part hereof, for combined network access. The Participant has the ability to burst to their circuit usage capacity. The Participant shall pay for the total bandwidth at the monthly price set forth in Appendix B. The monthly price will be fixed for the period of July 1st to June 30th (referred to as the "fiscal year"). The annual committed bandwidth and costs may be adjusted on an annual basis in accordance with paragraph 7 of this section.
- 2. CEN, at Participant's cost, shall provision a circuit for the purpose of providing internet service to Participant (the "circuit). Any initial fiber construction or equipment costs will be quoted to potential Participants on an individual basis. Participant's use of the services in this Agreement may be subject to the rights and restrictions in that certain Lease Agreement ("Lease Agreement") by and between the State of Connecticut and Fiber Technologies Networks, LLC, dated August 27, 2001, as amended or updated. Participant acknowledges receipt of the Lease Agreement and letters dated January 21, 2011, and July 27, 2015, updating the Product Schedule of the Lease Agreement.
- 3. CEN may monitor the Participant's utilization of network bandwidth. CEN shall have the right to limit Participant's utilization of bandwidth under this Agreement if the Participant's usage exceeds the committed bandwidth on a monthly basis. Continued bandwidth usage above the Participant's committed amount for 60 days within a 90-day period may, at CEN's discretion, result in a charge for the increased amount and/or an update to Appendix B.
- 4. The Participant shall pay the monthly price for the bandwidth in accordance with Appendix B on a quarterly basis, billed in arrears. CEN will begin to charge Participant the monthly rate in Appendix B upon successful testing and activation of the circuit by CEN and will pro-rate the first quarterly bill based on the start date within the applicable quarterly billing cycle. At the option of the Participant, Participant may pay the annual amount in a single lump sum payment at the end of the first quarter. Payment shall be due within 15 days of the date of the invoice. Notwithstanding the foregoing, upon provisioning the circuit, Participant shall be responsible for paying the initial fiber construction or equipment costs, if any, quoted to Participant prior to provisioning of the circuit. CEN shall invoice Participant for the costs of provisioning the circuit and such invoice shall be due and payable within 15 days of the date of the invoice. Such invoice shall be payable regardless whether the other services under this Agreement have commenced, Participant is using the circuit or Participant terminates this Agreement. DAS shall not perform any work or services until a Notice to Proceed or Purchase Order is issued by the member library. A member library shall not incur obligations under this Contract until a

Notice to Proceed or Purchase Order is issued. The issuance of a Notice to Proceed or Purchase Order is contingent on funding approval from the State Bond Commission and Universal Service Administrative Company.

- 5. If attached, Participant shall receive managed wireless services in accordance with Appendix C attached hereto and made a part hereof. If Participant selects managed wireless services, Participant must commit to a five-year term. If the provision of managed wireless services is terminated prior to the completion of the five-year term, and CEN is not in default of the Agreement, Participant shall be responsible for all unpaid amounts for managed wireless services that would have been paid over the remainder of the term. Unless otherwise agreed in writing, the remaining unpaid amounts shall be paid in a lump sum at the time of termination.
- 6. CEN adheres to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). If Participant is a part of the Internet2 program, CEN will inform Participant of any changes in benefits or requirements of the Internet2 program.
- 7. The Participant may request an increase of its annual committed bandwidth at any time in writing to CEN at 55 Farmington Avenue, Hartford, CT 06105 or via email to billing@cteducation.net. Increases to annual committed bandwidth allocation and cost adjustments will become effective and commence upon a written update to Appendix B setting forth the increase. Participant may not request a decrease of its annual committed bandwidth, with cost adjustment, during a then current term. Participant may, however, decrease its annual committed bandwidth for the following fiscal year. Participant must submit its written request for the decrease to CEN, 55 Farmington Avenue, Hartford, CT 06105 or via email to billing@cteducation.net prior to June 1st of the then-current fiscal year. Approved changes in bandwidth will take effect at the start of the following fiscal year. If CEN does not receive and approve Participant's request for decrease in bandwidth by June 1st, CEN reserves the right to maintain the Participant's bandwidth and costs at the same levels as the previous fiscal year.

OPERATIONAL SUPPORT

- 1. CEN will support the equipment and connections to the Network. Standard Network monitoring includes all components of the Network necessary to provide Participant basic connectivity service and any equipment placed at the Participant's site by CEN.
- 2. In the event of a Network outage, the Participant should contact CEN, Network Operations Center at 860-622-4560, Option 1, or send an e-mail to servicedesk@cteducation.net and inform the operator that the service that is out is a priority service. If a call back is not received from a technician within 90 minutes, the Participant may use the trouble reporting escalation contact information provided in Appendix A attached hereto. At any point, the Participant may ask for additional support, upon which the service desk or other staff will make a best effort to escalate support.
- As part of the service fees contained in this Agreement referenced in Appendix B, the Participant will receive 24x7x365 support of the connection through the CEN & Nutmeg Network,

Network Operations Center. The escalation procedure for off- hours emergency support issues that the CEN & Nutmeg Network, Network Operations Center is unable to resolve is set forth in Appendix A. Appendix A may be modified by CEN as CEN deems appropriate, subject to the reasonable consent of the Participant.

4. To address any operational concerns in a timely manner, the Participant shall provide CEN in writing an emergency contact person and procedure to ensure CEN 24x7x365 access to the Participant's network.

NETWORK SECURITY

- 1. Participant agrees to use the Network in a lawful and reasonable manner consistent with the purposes of this Agreement. Participant acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Network. Except as otherwise provided herein, the Participant shall assume all risk or liability for use of the Network and shall be fully responsible for any incidents resulting from information transmitted from or to the Participant's Network connection(s).
- 2. CEN has the right to disable the Participant's circuit on the Network if activity originating to or from the Participant's network threatens continued operation or the security of the Network or external connections to the Network. If feasible, CEN will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.

ADDITIONAL TERMS AND CONDITIONS

- 1. This Agreement shall be in effect from the date CEN signs below and continue uninterrupted, unless earlier terminated pursuant to provisions of this Agreement, for the term of one year, beginning July 1, 2019 and ending on June 30, 2020 ("Agreement Term"). This Agreement further creates an indefeasible right of use ("IRU") in favor of the Participant over any dark fiber necessary to effectuate the purposes of this Agreement. Such IRU shall be in effect for a term of twenty years, beginning on July 1, 2019 and ending June 30, 2040 unless earlier terminated pursuant to the provisions of this Agreement. In each case, 60 days prior to the expiration of either the Agreement Term or the IRU Term, the parties must mutually agree in writing to either extend or terminate the agreement.
 - 2. Any changes to this Agreement must be made in writing and signed by all parties.
- 3. CEN may, with at least thirty (30) days advance written notice, terminate this Agreement if (a) Participant fails to pay any sums due hereunder; (b) in the sole opinion of CEN, activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network or is illegal or otherwise impermissible under this Agreement; or (c) CEN deems termination to be in the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of CEN, Participant is engaging in any activity that is illegal or endangers the Network, CEN may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. CEN may, in its sole discretion, provide Participant an opportunity to cure any defect prior to the termination taking effect. In such instance, if Participant cures the defect, CEN shall confirm in writing that the notice of termination has been rescinded.

- 4. If this Agreement is terminated prior to the expiration of the Agreement Term and CEN is not in default of the Agreement, Participant shall render payment for all goods and services delivered by Participant and for all actual or committed costs and reasonable obligations incurred by CEN under the Lease Agreement, including any de-installation costs, incurred after such early termination.
- 5. The Network access and services provided by CEN under this Agreement are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Participant accepts all risk, including all risk with respect to suitability, use and performance of the Network. CEN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6. CEN shall not for any purpose capture or store any data transmitted by Participant over the Network.
- 7. CEN shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. CEN shall not be liable for unauthorized access to or alteration, theft or destruction of Participant's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Participant shall not be liable for indirect, consequential, incidental or special damages.
- 8. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. government. Participant agrees not to export or re-export any technology transmitted through the Network without first obtaining any required export license or governmental approval.
- 9. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.
- 10. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

- 11. This Agreement may not be assigned by either party without the express written consent of the other party.
- 12. Participant agrees to be bound by all the applicable statutes pertaining to the Department of Administrative Services Bureau of Enterprise Systems and Technology, including but not limited to C.G.S. Sections 4d-1 et. seq.
- 13. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it.
- 14. Pursuant to the requirements of C.G.S. sec 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.
- 15. The parties acknowledge and agree that nothing in the Agreement 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern.
- 16. CEN or Participant may by written notice to the other change the addressee and/or address to which any notices or correspondence directed to the other party relating to this Agreement must be sent.
- 17. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.
- 18. If the IRU created by this agreement is terminated prior to the expiration of the IRU Term, Participant shall render payment for all goods and services delivered by Participant and for all actual or committed costs and reasonable obligations incurred by CEN under the Lease Agreement, including any de-installation costs incurred as a result of such early termination.

SIGNATURE PAGE OF AGREEMENT

PARTICIPANT	
	•
Ву:	
Name:	
Title:	
Date:	
STATE OF CONNECTICUT	
Connecticut Education Network	
By: Department of Administrative Se	rvices
Ву:	
Mark Raymond	
ITS Chief Information Officer	
ITS Chair of Commission for Educa	ional Technology
Date:	

Appendix A

Network Operations Center Escalation 24x7x365 Network Operations Center 860.622.4560, Option 1 or e-mail servicedesk@cteducation.net

When emergency escalation beyond the CEN Network Operations Center is required, please use the following:

1st Escalation

Global NOC On-Duty Supervisor 317.278.6625

2nd Escalation

Rick Cheung
Sr. Network Engineer
Connecticut Education Network
Office: 860.622.4567
Mobile: 585.456.8943
Rick:Cheung@uconn.edu

3rd Escalation

Ryan Kocsondy
Director
Connecticut Education Network
Office: 860.622.4563
Mobile: 860.785.4877
Ryan.Kocsondy@uconn.edu

CEN Home Page: http://www.ct.gov/cen/site/default.asp CEN NOC Home Page: https://cennoc.grnoc.iu.edu/

Please submit problems, requests, and questions at: https://globalnoc.iu.edu/cennoc/support/report-a-problem.html

CEN NOC Operations Calendars (RSS and ICAL): http://cennoc.grnoc.iu.edu/cennoc/support/operations- calendar.html

Appendix B

Pricing Schedule Effective Date of Latest Rate Change 7-1-19

CIRCUIT SPEED:	COST PER MONTH:
25 MBPS	\$125
50 MBPS	\$250
100 MBPS	\$450
500 MBPS	\$750
1 GBPS	\$1,200
2 GBPS	\$1,900
3 Gaps	\$2,300
4 GBPS	\$2,700
5 GBPS	\$3,000
10 GBPS	\$4,000
100 GBPS	\$15,000

You will be minimally provisioned a /29 of IPv4 Addressing and a /48 of IPv6 Addressing for IP connectivity. Additional IPv4 addressing is available upon request.

Product	lisi	Quantity	Total Price
Library IRU- 20-year Dark Fiber IRU Lease: 1-time cost, E-rate eligible under Category 1	\$0,000.00	1,00	\$0,000.00
Library Fiber Operations & Maintenance: Annual reoccurring cost: E-rate eligible under Category 1	\$0,000.00	1.00	\$0,000.00
Library Network Equipment Costs: 1 time build cost, E-rate eligible under Category 1 Switches: EX3400-24T=\$1,600 Switches: EX4600-40F-AFO=\$6,500 Optics- SFP-10G-BX20D-SO, Descript:10G- Optics-\$250 x2 =\$500 Overall total=\$8,600	\$0,000.00	1.00	\$0,000.00
Library CEN Monitoring/ Managing Equipment on Fiber Circuit (monthly cost) E-rate eligible under Category 2 (Filtering required). Included with Internet Service	\$000.00	12.00	\$0,000.00
CEN Non-Recurring Costs for Installation of Equipment and Provisioning of Fiber	\$0,000.00	1.00	\$0,000.00

Please note your specific quote with construction costs, fiber operations and maintenance, network equipment costs and ISP will be reflected here, this will vary by library location.

PARTICIPANT	
Ву:	
Name:	
Title:	
Date:	
STATE OF CONNI	ECTICUT
Ву:	
Name: Mark Rayı	
Title: ITS Chief In	formation Officer
Date:	





TOWN OF EAST HAMPTON 20 East High Street Sale RFP # 1-17-2019

SUMMARY:

The Town of East Hampton is looking for entrepreneurial individuals, firms and companies who have experience and are interested in purchasing the existing Town Hall and Police Department. The Town is currently in the process of building a new facility and will be vacating the property at 20 East High Street in January or February of 2020. Located on Rte. 66 the property is centrally located in Town and provides a perfect location for a business/ commercial venture.

PROPERTY SPECS.:

Acres: .90

Building Square Feet: 12332

Utility Access: Well Water, Sewer, Natural Gas, Electricity

Zoning: Commercial

PROPOSAL INSTRUCTIONS:

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the property and you are capable of purchasing this property from the Town.

1. OPTIONAL WALK THROUGH:

The Town will hold a walkthrough on (DATE) at 10am.

2. All firms are required to submit a <u>clearly marked original and six (6) copies</u> of their offer to Michael Maniscalco, Town Manager, 20 East High Street, East Hampton, CT by (DATE) at 11am. All proposals will be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

SEALED REQUEST FOR PROPOSALS PROFESSIONAL SERVICES PROCUREMENT NOTICE

20 East High Street Sale RFP # 1-17-2019 DATE – (DATE) TIME- 11:00 A.M.

All respondents are required to submit the information detailed below. Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the

requirements and expected services described herein and presented and clearly marked in the order within this written proposal.

- a. A letter of transmittal indicating the firm's interest in 20 East High Street and the business proposal for that location.
- b. Name and telephone number of person(s) to be contacted for further information or clarification.
- c. Business Plan: In order to ensure an effective reuse of the property the applicant should submit a business plan. Business plans should include the following:
 - 1. Executive Summary
 - 2. Company Description
 - 3. Products and Services
 - 4. Market analysis
 - 5. Strategy and Implementation
 - 6. Organization and Management Team
 - 7. Financial plan and projections
- d. Sealed Bid: A separate sealed envelope containing a document with the proposed purchase price, a \$10,000 bank check as a deposit. Only the bank check from the winning bid will be kept. All others will be returned to the applicant after a proposal is chosen by the Town Council.
- e. A concluding statement as to why the respondent is best qualified to meet the needs of the Town, including any other information relative to this proposal.
- f. Signed Non-Collusion Statement (ATTACHMENT A)
- g. Signed letter from the principal applicant stating you have read the land transfer agreement and agree with the terms. (ATTACHMENT B)

TOWN CONTACT

All technical inquires relative to this RFP must be directed in writing to Mr. Michael Maniscalco, Town Manager at 20 East High Street, East Hampton, CT 06424 or via email at mmaniscalco@easthamptonct.gov

SELECTION PROCESS:

The Goal of the Town is to provide the most fair and transparent process as possible. The Town Council will review and score applications in open session based on the following format.

- 1. Application Completeness (10 points)
- 2. Business Plan (5 points)
- 3. Community Fit (20 points)
- 4. Purchase Offer (50 points)
- 5. Other (15 points)

SCHEDULE*

-Walk through	(DATE), 10am at 20 East High St.
-Last day for submission of questions	(DATE)
-Bids due	(DATE), 11am in Town Managers Office
-Bid Review and scoring by Town Council	(DATE), 6:30pm
-Possible Bid Award	(DATE), 6:30pm

^{*}Schedule is tentative and only provided for illustrative purposes. The Town reserves the right to change dates and times.

FREEDOM OF INFORMATION:

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act after the bid is awarded.

ATTACHMENT A

TOWN OF EAST HAMPTON PROFESSIONAL SERVICES PROCUREMENT NOTICE REQUEST FOR PROPOSAL SALE OF 20 EAST HIGH STREET RFP #1-17-2019

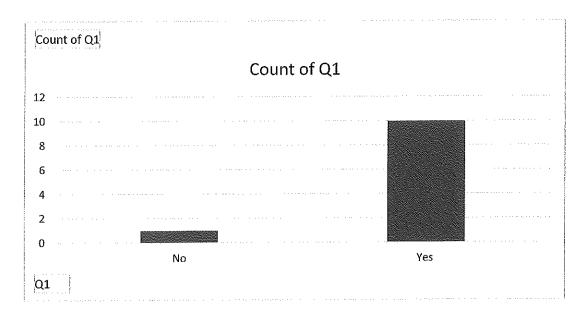
NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date:	
Name of Company:	
Name and Title of Agent:	
By (SIGNATURE):	
Address:	
Telephone Number:	

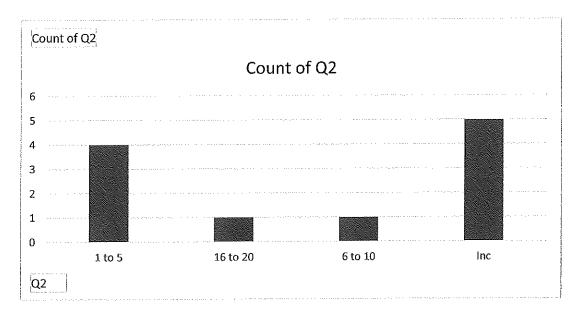
Was office staff helpful in completing your application?

Q1 Cou	unt of Q1
No	1
Yes	10



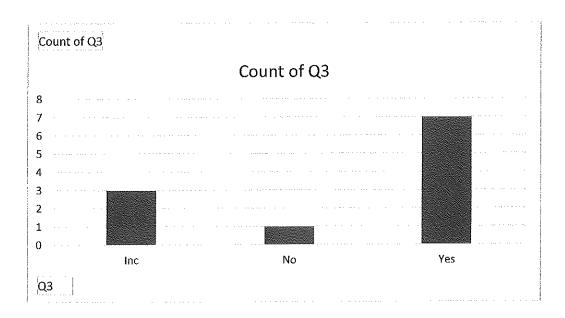
Once your application was accepted, how long did it take to receive your permit?

Q2 Cour	nt of Q2
1 to 5	4
16 to 20	1
6 to 10	1
Inc	- 5



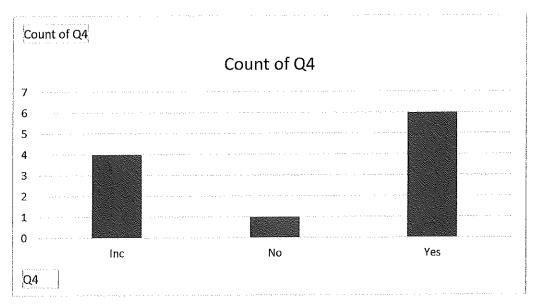
Were phone calls returned in 48 hours from when a message was left?

Q3 Coi	unt of Q3
Inc	3
No	1
Yes	7



Were inspection times and dates met?

Q4 C	ount of Q4
Inc	4
No	1
Yes	6



Rate the effectiveness/helpfulness of the field staff from 1 (awful) to 5 (excellent)

Q5	Count of Q5	
1	1 1	
	5 7	
Inc	3	and the second s
Count of C	25	
	Co	ount of Q5
8		
7		
6		
5		
4	a comment	
3		
2		
1		
0	1	5 Inc
(





Lower Connecticut River Valley Council of Governments

145 Dennison Road Essex, CT 06426 | +1 860 581 8554 | www.rivercog.org

MEMORANDUM 011519

From: Samuel Gold, AICP, Executive Director

To: RiverCOG Members
Date: January 15, 2019

Re: Draft 2019 River COG Legislative Agenda

Increase Federal Transfers to Connecticut

Connecticut is a net contributor to the federal budget. The state should maximize transfers of federal dollars to Connecticut to keep more of our money local. The following ideas would further this goal:

COG Planning Region County Equivalency

- All nine COGs voted in 2018 to support the Census Bureau's recognition of COGs as the county equivalen for Connecticut
- Counties and County Equivalents are eligible for more federal grants than municipalities
- o Connecticut receives \$70 less per capita in federal funds than average
 - On average \$45 per capita in federal funds go to counties
- Six states have county equivalents recognized by the U.S. Census
- Allowing COGs to apply for federal grants to counties will result in more opportunities for grants and more competitive applications for federal funds
- Ultimately Connecticut will receive more federal dollars
- Federal recognition of COGs does not change CT Statutes or the status or powers of COGs
- Reject the Governor's Transportation Transition Team's recommendation to remake the COGs and thei boundaries for a second time in a decade. This would take years and millions of dollars and would destroy the good will and cooperation between municipalities that has grown under the current COG geographies Additionally, the progress made on getting COG geographies recognized as county equivalents would be undone, because U.S. Census Bureau wants to see longevity in county equivalents.

Enable Regionalism

There are statutory and contractual impediments to shared and regional services. Enabling legislation that allows municipalities to pursue cheaper ways of providing municipal services is necessary to realize any real savings and movement in this area.

The seventeen member municipalities of RiverCOG support regional services and actively cooperate and participate in a multitude of regional shared services (ex. regional schools and regional health districts). In every instance, the regional services that RiverCOG municipalities share save money, provide quality services, and were created via voluntary municipal action. Imposition of regional services from above could create more problems and increased costs, and will lack the local input and buy-in necessary for success. Municipalities must be empowered to work together and take on vested interests that keep them from working together.

Exempt regional services from collective bargaining agreements

- Regional shared services that could save municipalities are thwarted by the individual collective bargaining agreements and units in each municipality
- Statutes that are obstacles to regional and shared services should be eliminated, such as allowing a regional department or contractor to be appointed for various municipal services instead of a specific person.
- Regionalism requires study and a transparent, inclusive, and bottom-up process where Chief Elected
 Officials and COGs are involved in shaping proposals
- Just because a service is provided regionally does not mean it saves money
- Recognize COG boundaries as county equivalents for use by federal funding programs and data collection
 - o Will allow towns to partner with their COGs to access more federal funds
 - Will strengthen the new regions recently created by state statute
- Analyze the CT General Statutes systematically for mandates and language that impedes municipalities from cooperating or sharing staff and departments.

Allow Participation in a Regional Shared Service to Fulfill Statute Mandates on Municipalities

- For example, participation in a shared building inspector or assessor program would meet statutor requirements that each municipality have a building inspector and assessor.
- Enable regional wetlands commissions

Allow Specific Changes to Municipal Charters With Regard to Regionalism, Without Opening the Entir Charter Up For Debate

Avoids local political resistance to opening up the entire charter for debate.

Allow Municipalities to Appoint Another Municipality as the Provider of Specific Contracted Services, Withou Creating a Regional District

• Municipalities cannot currently share health departments and must instead create a new standalon health district

Adequately Fund COGs and Restore the Regional Performance Incentive Program for Regional Services Star Up Costs

- Regional Services Grants to COGs have been reduced well below budgeted amounts. COGs need to be adequately funded to be able to provide support for regional services.
- Regional shared services will cost money to set up. These costs are an impediment to implementation
 The restoration of the Regional Performance Incentive Program to the statutes for regional service
 startup costs should be a priority.

Devolve Administration of More State Grants to the COGs Along the Lines of LOTCIP

- On many topics, COGs, overseen by CEOs, may be able to more efficiently and effectively program fund than state agencies
- A comprehensive study of state grants and programs would be required to identify the best opportunities

Mandate Relief

To assist municipalities that are being asked to do more with less state support, there needs to be thoughtful and significant relief from unfunded mandates. Cuts in support to municipalities or the imposition of new unfunded mandates result in increases in property taxes.

- All proscriptive fee amounts in statute should be reviewed to determine if adequate for a municipalities to recoup costs associated with the fee. An example would be dog licenses. Does the \$7 fee that is set in statute cover the costs of issuing the dog license and animal control in the municipality (especially considering a portion of the fee goes to the state)? Ideally municipalities should be allowed to set their own fee rates to recoup costs, as long as they are reasonable and not exorbitant.
- Municipalities should not be responsible for teacher pension benefits that the municipalities did not promise or control. If municipalities are to pay for their teachers' retirements, the municipality should have some say over the type and amount of benefits:
- The state should not mandate and earmark portions of town budgets
- Diversification of municipal revenues, such as increased fees or sales tax increment could help avoid property tax increases
 - o School districts should be able to shrink budgets and find efficiencies as the school aged population declines across the state
- Reform special education
 - o Transfer the burden of proof to the parents/student
 - o Exempt special education costs from the MBR, so that the costs follow the student
- Reform elections
 - o Streamline the number of staff required and training
 - o Allow a single polling place in small towns that are in more than one district
 - Fund the Regional Election Monitor position at the COGs
- The raised thresholds on prevailing wage are helpful, but still unnecessarily inflate project costs for municipalities, particularly for renovation projects.
- Support innovation in school busing to allow the use of technology to implement a flexible subscription model that eliminates wasteful circuitous routes for students who seldom take the bus
- Probate court fees should be used to fully support the costs of probate courts

Investigate Implementing a Federal Tax Deductible Payroll Tax

- Maximizing federal deductions for Connecticut residents and businesses benefits the state economy
- Payroll taxes are deductible for employers
 - o Employees' gross pay would decline, but net pay could remain the same if the payroll tax replaced state income tax withholdings
- Allow more Connecticut residents to claim their full SALT federal deduction, increasing refunds / lowering federal tax liabilities

Transportation

- Provide a means of removing municipal appointees from transit district boards
- Maintain funding for 9 Town Transit, Middletown Area Transit, and Shore Line East
- Support the long planned Clinton Train Station
- Protect funding for the Local Transportation Capital Improvement Program (LOTCIP)



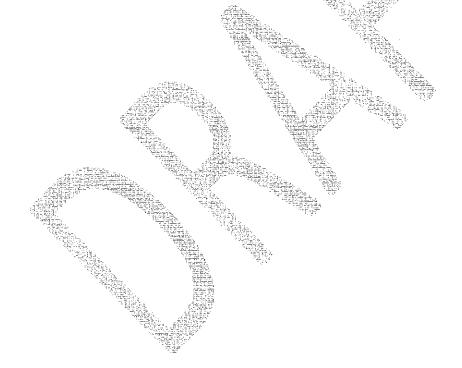
- o Allows more efficient use of federal funds on, fewer state assets
- Defunding of LOTCIP will create havoc as state projects are delisted from the COG's transportation improvement programs

Infrastructure

- Municipalities and utilities on their own are not providing the infrastructures that are needed for economic grown
- State needs to assist the expansion of public water and sewer, fiber-optic and 5G cellular data, and energy (natural gas, solar, and car charging stations)

Other Priorities

- The budget implementer bill should not include anything but the budget
- Pursue efforts to keep Connecticut college graduates in the state, to address state's demographic challenges
- Create a pilot program to allow municipalities in the Lower Connecticut River Valley Region to enact a local property transfer fee for municipal conservation





2019 LEGISLATIVE PRIORITIES

- Ensure that fair share municipal funding, and the release of bond funding for Town Aid Road, the Local Capital Improvement Program, and other infrastructure programs, are a top priority in budget negotiations
- ➤ Revitalize our local economies by: (1) reinstating funding for the Small Town Economic Assistance Program (STEAP); (2) supporting investment in critical local infrastructure, and historic preservation; and (3) promoting tourism throughout Connecticut
- Provide towns with meaningful relief from unfunded mandates and refrain from adopting any new unfunded mandates
- Provide towns with greater fiscal stability and predictability: by: (1) giving towns the tools to manage local budgets; (2) refraining from eroding local revenues through midyear cuts in municipal funding, car tax caps, and mandated property tax exemptions; and (3) rejecting efforts to shift teachers' pension costs to towns
- > Facilitate voluntary regional/shared service programs by addressing barriers and expanding incentives



Founded in 1975, COST is the state's only organization dedicated exclusively to representing the interests of Connecticut's smaller towns at the state Capitol. COST marshals the collective talent, experience, and vision of municipal leaders to help shape public policies in ways that help Connecticut's smaller communities control property tax levels and provide critical services to residents.

Connecticut Council of Small Towns (COST)
1245 Farmington Ave., 101, West Hartford, CT 06107
Tel. 860-676-0770; www.ctcost.org



PROVIDE TOWNS WITH TOOLS TO MANAGE LOCAL BUDGETS

- Prohibit midyear reductions or other lapses in municipal funding which undermine local budgets and the delivery of critical services;
- Reject efforts to shift teachers' pension costs to municipalities, which have had no role in managing pension funds or in deferring contributions that have resulted in millions of dollars in unfunded pension liabilities;
- 3) Provide towns with greater authority to manage local budgets and respond to changes in municipal funding by: a) providing towns with greater flexibility to reduce education spending under the Municipal Budget Requirement (MBR); b) allowing towns to reopen collective bargaining agreements to negotiate savings if education aid is reduced by a significant percentage or changes are needed to facilitate consolidation/shared services agreements; and c) eliminating car tax caps and municipal spending caps;
- Establish an irrebuttable presumption that a municipality's budget reserve of 15% or less is not available to pay the costs of any item subject to municipal binding arbitration;
- Refrain from adopting any new or expanded property tax exemptions and eliminate the motor vehicle property tax cap, which shift a greater burden onto homeowners; and
- 6) Provide towns with stable, alternative revenue sources, such as authorizing towns to charge a fee for tax exempt properties equal to the services provided for police, fire, emergency services and roads.

REVITALIZE LOCAL ECONOMIES & SUPPORT INFRASTRUCTURE INVESTMENT

- Reinstate funding for the Small Town Economic Assistance Program (STEAP) to help strengthen local economies;
- Support investment in local infrastructure by maintaining adequate funding and making the release of funds a priority for programs such as Town Aid Road; the Local Bridge program; the Local Capital Improvement Program (LoCIP); and the Local Transportation Capital Improvement Program (LOTCIP);
- Enhance opportunities to revitalize communities by expanding the Historic Preservation Tax Credit, and brownfields remediation programs; and
- 4) Create a sustainable source of funding to support tourism in Connecticut.

ENACT MEANINGFUL MANDATE RELIEF

- Refrain from adopting any new or expanded unfunded mandates and require any future unfunded mandates to be approved by a 2/3 majority of the legislature;
- Ensure that the Office of Fiscal Analysis seeks input from COST and other municipal organizations in determining the fiscal impact of a legislative proposal on municipalities;
- Provide towns with greater flexibility to reduce education spending under the Minimum Budget Requirement (MBR);
- Exempt school districts that receive less than 3% in ECS grants from certain state educational mandates;
- 5) Reduce construction costs for municipal projects by: a) increasing the \$50,000



- project threshold for municipal set aside requirements; b) revising the prevailing wage threshold for municipal public works renovation projects to \$500,000; and c) exempting donated labor/services from the prevailing wage laws:
- Expand exemptions from the minimum wage requirements for seasonal and recreational municipal employees;
- Reform the Municipal Employees
 Retirement System (MERS) by creating
 an additional defined benefit plan tier
 for new hires, consistent with the
 state's tier III;
- 8) Enact modest changes to binding arbitration laws to reduce costs for property taxpayers, including allowing parties to mutually agree to have their case heard by a single neutral arbitrator randomly appointed from a panel of neutral arbitrators by the State Board of Mediation; and
- 9) Eliminate the requirement that towns publish legal notices in newspapers and allow towns to post such notices on their municipal websites, consistent with state agencies.

FACILITATE THE USE OF COST-EFFECTIVE REGIONAL/SHARED SERVICES PROGRAMS

- Ensure that there is a mechanism to address collective bargaining issues that undermine regional consolidation efforts or shared services agreements, including providing that consolidation/regionalization efforts are not a mandatory subject of collective bargaining;
- Assist municipalities in facilitating the regional consolidation of services, such

- as 911 Public Safety Answering Points (PSAPs), to achieve savings by addressing statutory and other barriers to consolidation;
- Reject proposed regulations which would modify E-911 funding by capping regional PSAP subsidies, which will undermine efforts to consolidate PSAPs;
- Reinstate a municipality's right to the use of the municipal gain on utility poles for any purpose, including the provision of broadband internet service to the public;
- Reject efforts to force the consolidation of services/programs without performing a comprehensive costbenefit analysis;
- 6) Restore funding for the Intertown Capital Equipment program and Regional Performance Incentive Program, which supports regional/ shared services programs; and
- 7) Continue to support the delivery of regional/shared services programs through the Councils of Government (COGs).

SUPPORT FAIR SHARE EDUCATION FUNDING

- Reaffirm the state's constitutional obligation to fund education for all students;
- Undertake a comprehensive review of the Education Cost Sharing (ECS) formula and how changes have impacted municipalities and ensure that reductions in funding do not disproportionately burden certain communities;
- 3) Assist towns in managing special education costs by: a) exploring options



to allow municipalities to participate in a special education cost captive insurance program; b) authorizing Regional Education Service Centers to provide increased special education services to school districts; c) lowering the reimbursement threshold; d) shifting the burden of proof in special education hearings from the school district to the claimant, consistent with federal standards; and e) requiring the state to pay 100% of the costs of special education for severe-needs students; and

4) If ECS funding is reduced after education budgets are adopted, authorize towns to reduce education budgets by the same amount without going to referendum.

ASSIST REGIONAL SCHOOL DISTRICTS IN CONTROLLING EDUCATION COSTS

- Require, rather than allow, regional school districts to establish finance boards consisting of representatives from member towns to provide input on local budget issues;
- Allow the use of a five-year rolling average for determining Average Daily Membership in schools for purposes of calculating member town allocation; and
- Provide towns in regional school districts with greater oversight of collective bargaining agreements by requiring that such agreements be approved by each local governing body.

PROMOTE SAVINGS & EFFICIENCIES IN EDUCATION

- Ensure that local and regional boards of education are required to adhere to the requirements of the Uniform Chart of Accounts to provide municipal officials and taxpayers with greater transparency regarding education spending and the ability to compare spending levels across categories;
- Require each local board of education to use, and comply with, all purchasing procedures used by the municipality where the board is located, regardless of any conflicting special act, municipal charter, or home rule ordinance;
- Prohibit boards of education from hiring any administrative personnel for positions which are not included in the proposed and approved budget without town concurrence; and
- 4) Ensure that municipalities and boards of education work together to consolidate non-educational expenditures/functions to improve efficiencies and reduce costs.

STRENGTHEN PUBLIC HEALTH & SAFETY IN OUR COMMUNITIES

- Protect the viability of the Resident State Trooper program and expand efforts to allow towns to share Resident State Troopers or partner with other local law enforcement agencies;
- Assist towns in funding, sharing equipment, and securing contractors to remove dead or decaying trees along local roads and other areas;
- Assist school districts in funding School Resource Officers to enhance school security and student safety;



- 4) Continue to support programs to address opioid abuse, including establishing an Office of Alcohol and Drug Policy;
- Reject efforts to force consolidation of local and regional health districts and impose fees on towns to fund consolidation;
- Ensure that there are adequate resources to support training for volunteer first responders; and
- Address issues that have delayed assistance for homeowners and condominium owners with crumbling foundations.

ASSIST TOWNS IN ADDRESSING ENVIRONMENTAL ISSUES

- Enact a workable ban on the storage, use, and transport of fracking waste to eliminate the need for town by town action;
- Assist towns in implementing Year 2
 MS4 stormwater requirements by
 expanding grant programs,
 updating guidance and best
 management practices, and
 developing public education and
 outreach materials;
- Ensure that the adoption of the State Water Plan does not impose any unfunded mandates or additional permitting requirements on local governments;
- Address concerns regarding the viability of trash-to-energy plants; and
- 5) Enhance municipal recycling opportunities by addressing bottle deposit fees and the use of plastic bags.

Please contact Betsy Gara at bgara@ctcost.org or 860-841-7350 with any questions regarding these issues.

kmerrifield@easthamptonct.gov



January 22, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are fifty seven (57) refunds totaling \$10,901.74.

Respectfully Submitted,

Ministy L. Merrifield, CCMC
Collector of Royand

-	
576.65 ⊞	51.94 ⊞
325.80 ⊞	34.98 ±
688.34 ⊞	
30.17 🖽	62.35 ±
16.61 ⊞	568 . 43 ⊞
22.04 ±	52.77 ⊞
40.26 ⊞	78.74 II
173.31 ⊞	28.42 🖽
301.18 ⊞	88.92 U
61.76 ⊞	176.64 ⊞
5.89 ⊞	190-14 🕀
7.86 ⊞	2.090.14 ±
85.14 🖽	49.11 ⊞
281.61 ⊞	9.56 ⊞
400.02 ⊞	17.50 ⊞
24·13 ±	258.72 ⊞
548.86 ±	96.62 ⊞
444.42 ±	52·04 🖽
227.37 ⊞	15.90 ±
243.02 ±	14.89 ±
275.96 ±	22-83 🖽
259.85 ±	639.47 🖽
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42.13 ±	284.54 ⊞
15.51 ±	60.46 🖽
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