

MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: November 18, 2021

SUBJECT: Agenda Information – 11/23/2021

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 Consideration of the FY 2022-2023 Budget Policy Statement – The Council is being presented with a proposed Budget Policy statement developed by its Budget Policy subcommittee. Once approved, the statement is used to guide budget development by staff for the Town and Board of Education and by the Board of Finance and the Town Council during the preliminary approval process prior to Town referendum.

9 New Business

9a Discussion regarding the chair of the Inland Wetlands Watercourses Agency – The Town Council will be considering recent and past conduct of the chair of the IWWA to determine whether his continued service is appropriate.

9b Consideration of a proposed Parks and Recreation Department community survey – As part of continued work on the Department’s Needs Assessment, staff and the consultant have developed and are proposing a community-wide survey to help assess what improvements should be made to parks and recreational services. The survey was developed after preliminary input was received through focus groups, stakeholder meetings and community forums and is intended to solicit input from a broader cross-section of the community. The results will help shape future park and facility development activity as well as future recreation programming. A draft of the survey is included in the agenda packet with notes as to revisions that are being made. A revised version of the survey will be distributed in the upcoming days prior to the meeting and will be added to the agenda material on the Town website.

Recommendation: Approve the survey for distribution to the community.

9c Consideration of amendments to the Fire Department Awards Program – The Council is asked to approve updates and modifications to the existing Fire Department Awards Program as

recommended by the Board of Fire Commissioners. One change has a very minor financial impact and calls for an additional \$50 recognition of the individual serving as the Department's Public Information Officer. The other changes are administrative changes that correct the rank order and related award amount for the Deputy Chief and Assistant Chief positions, which were incorrectly listed previously.

Recommendation: Approve the amendments.

11 Appointments

11a Appointment to the Board of Finance – A vacancy was created on the Board of Finance when former member Eric Peterson was elected to the Town Council and sworn in on November 3, 2021. In accordance with State Law, the Council is responsible for making an appointment to fulfil the balance of the original term until 2023 and the appointment must be of the same political party of the previous incumbent. Mr. Peterson is registered as a Republican. The East Hampton Republican Town Committee has nominated Deborah Cunningham to fill the vacancy. Ms. Cunningham was elected to the Board of Assessment Appeals at the most recent election, but that position does not impact her ability to serve on the Board of Finance.

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, November 9, 2021
Town Hall Council Chambers and Zoom

MINUTES

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

Call to Order & Pledge of Allegiance

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

Adoption of Agenda

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

Approval of Minutes

A motion was made by Mr. Feegel, seconded by Mr. Reich, to approve the minutes of the Town Regular Meeting of October 26, 2021 as written. Voted (4-0-3) Mr. Goff, Mr. Peterson and Ms. Walck abstained as they were not on the Council at that time.

A motion was made by Mr. Feegel, seconded by Mr. Reich, to approve the minutes of the Town Council Organizational Meeting of November 3, 2021 as written. Voted (7-0)

Public Remarks

None

Presentations

None

Bids & Contracts

None

Resolution/ Ordinances/ Policies/ Proclamation

Review Ordinance Change for EDC Mission Statement/Set Public Hearing

At a prior meeting, the Economic Development Commission presented a mission statement for their Commission. An ordinance has now been drafted that will incorporate the purpose and mission into the Town Code. The next step will be a Public Hearing on the ordinance change.

A motion was made by Mr. Brown, seconded by Mr. Reich, to set a Public Hearing at the start of the December 14, 2021 regular meeting. Voted (7-0)

Continued Business

Sub-Committee Reports & Updates

Mr. Feegel reported that he and Mr. Brown will be meeting with Mr. Cox regarding the water project on Wednesday.

Mr. Reich reported that the High School Athletic Field Building Committee met last week, and the project is moving ahead on schedule. They will be laying down the sod soon.

Consideration of a Bid Waiver Request from the Board of Education for a 1-Year Extension of the Bus Contract

Superintendent of Schools Paul Smith provided an overview of the bid waiver request for the new members.

A motion was made by Mr. Reich, seconded by Mr. Goff, to waive the Town Code bidding requirements to allow a maximum 1-year extension of the bus contract as presented. Voted (7-0)

New Business

Approval of 2022 Meeting Dates

A motion was made by Mr. Reich, seconded by Ms. Walck, to approve the 2022 Meeting Dates as presented. 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. In addition to the written report, Mr. Cox reported that the Commission on Aging survey has come to a close and they will be doing a presentation to Council in December.

Parks & Recreation has been working on an assessment for their department. They will be bringing a survey to be approved by the Council.

The lake has been lowered approximately 33" inches. The boat launch replacement will be completed, and some residents are working on sea walls.

Mr. Goff asked about Ardo's ACL surgery and what caused the injury. The Chief indicated the cause could not be pinpointed. He also asked if the wells at 13 Watrous are filled in and is the grant closed? Mr. Cox indicated the paperwork to close the grant is being done this week.

Mr. Peterson asked about the inventory at the Food Bank. Mr. Cox has not received any requests for assistance at this point.

Mr. Cox also noted the aeration is being turned off this week in the lake.

Appointments

Sub-Committee Appointments:

Appointments

- Brandon Goff, Chair
- Mark Philhower
- Kevin Reich

Personnel

- Tim Feegel, Chair
- Pete Brown
- Mark Philhower

Budget Policy

- Brandon Goff, Chair
- Kevin Reich
- Alison Walck

By-Laws

- None at this time

American Rescue Plan (ARP)

- Pete Brown, Chair
- Tim Feegel
- Mark Philhower

Water

- Pete Brown, Chair
- Tim Feegel
- Brandon Goff

Capital Improvement Committee

- Tim Feegel
- Mark Philhower

High School Athletic Field Committee

- Kevin Reich

Summit Thread RFP Committee

- Brandon Goff

Liaisons

Board of Finance – Alison Walck

Board of Education – Brandon Goff

Economic Development Commission – Brandon Goff

Conservation Lake Commission – Kevin Reich

Fire Commission – Eric Peterson

Brownfields Redevelopment Agency – Mark Philhower

Planning & Zoning & IWWA – Mark Philhower

Parks & Recreation Advisory Board – Tim Feegel

Housing Authority – Alison Walck

Tax Refunds

None

Public Remarks

None

Communications, Correspondence & Announcement

October 2021 Board & Commission Summary

Council members received the October 2021 Board and Commission Summary. The document will be included with the minutes filed in the Town Clerk's Office.

Adjournment

A motion was made by Mr. Reich, seconded by Mr. Brown, to adjourn the meeting at 6:52pm.

Voted (7-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk



TOWN OF EAST HAMPTON FISCAL YEAR 2022-2023

Town Council Budget Policy Statement

CHARTER - GENERAL POWERS AND DUTIES

As specified in Section 2.4 of the Town of East Hampton Charter: "each year the council shall submit to the Board of Finance a policy statement outlining its annual budget goals and objectives for the ensuing fiscal year."

OBJECTIVE

The objective of this budget policy statement is to provide guidance from the Town Council to the Board of Finance during the creation and implementation of the annual Town of East Hampton Budget. Although not specifically named in the Charter, the intent of this Budget Policy Statement is to also provide guidance to the Town Manager and the Board of Education who are charged with proposing and presenting respective general government and education budget recommendations to the Board of Finance.

GENERAL STATEMENT

The Town of East Hampton's annual budget should consider the needs of our community and reflect the taxpayer's ability to pay for those needs.

GUIDELINES

- Include taxpayers in the budget process as early as possible utilizing Tri-Board meeting(s), public hearings, Zoom meetings, our Town website, local newspaper, town notices, Citizens Guide to Budget and meetings.
- The budgets presented should reflect the guidelines presented herein as well as projected available revenue, anticipated State funding shortfalls and potential impact of current economic conditions including special grants to augment COVID-19 pandemic costs.
- The Town Manager and the Board of Education will present their respective budgets at a Town Forum. Their budgets must include all proposed spending presented in a format that is easily read and understood by our citizens.
- The Town Manager's budget will incorporate the recommendations of the Capital Committee composed of representatives of the Town Council and Boards of Finance and Education.

2022-2023 BUDGET GOALS & FUTURE PLANNING

- The fund balance shall NOT be used to lower the annual mill rate or pay for Town operating expenses, except if the fund balance exceeds an amount above generally recognized stable municipal budget parameters.

- The town should strive to maintain its “AAA” bond rating which includes maintenance of fund balance at levels generally recognized under stable municipal budget parameters.
- Any new personnel requests must be quantifiably justified.
- The Public Works budget should include a plan to continue ongoing road repairs, sidewalks, tree removal, equipment maintenance, lake watershed protections and road improvements.
- General Government and the Board of Education should make every effort to only limit budget increases to meet contractual obligations.
- Maintain and enhance the school district accreditation.
- Enhance the quality and competitiveness of our students, including adequate investment in technologies.
- Maintain emergency communications equipment between all departments.
- The Capital Committee should update the Town's long-term Capital Improvement Plan to ensure the future financial discipline and funding stability of the Town.
- Conservatively estimate state revenues to be prepared for changes or shortfalls in tax collection rates and state funding.
- Support investment in new technologies, updates to IT security and improvements for enhanced fiscal and network controls. Such costs will be appropriated from operating, not capital, budgets.
- Funding should address ongoing town facility needs.
- The budget shall include funding to enhance economic development and grand list growth consistent with the character of the Town and quantifiably justified.
- The Council for its part, will:
 - Seek out cost savings by pursuing regional sharing of services.
 - Identify and implement opportunities to "share" services between and among Town departments and the Board of Education
 - Support the ongoing implementation of those elements from the Lake Pocotopaug 9 Point Plan that will preserve and improve the condition of the lake and its watershed.
 - Aggressively pursue grants to fund the Lake Pocotopaug 9 Point Plan.
 - Continue to support the Town Manager's labor negotiation efforts to realize efficiencies and savings for taxpayers.
 - Ensure our Public Library, social services and programs for seniors are adequately funded.
 - Provide continued support of public safety services, training and equipment.
 - Strive to replenish our mill rate stabilization fund from available operating surpluses.
 - Continue to support programs and efforts to help those addicted to opioids.
 - Continue efforts that maintain and plan for the redevelopment or, if in the best Town’s best interest, the sale of excess Town owned facilities.
 - Ensure that the Federal American Rescue Plan Act (ARPA) funds be used for one-time expenses in accordance with Federal guidelines and not ongoing expenses or personnel.

Modified by Budget Policy Sub-Committee on November 15, 2021

Town of East Hampton, CT Recreation Needs Assessment Survey

The Town of East Hampton is conducting a community recreation needs assessment, to develop a guiding document and allowing a big-picture look with short and long-term community needs. The areas of focus of this study will be based on the community's vision and values.

Thank you for taking the time to complete this survey. Your input will be valuable in helping the Town of East Hampton in providing parks, and recreation services.

This survey will open ~~November 16, 2021~~ and will remain open until ~~December 7, 2021~~.

A public forum to present the findings from the survey and other public engagement will be scheduled after the survey closes. Community input will be welcome at the public forum. Please refer to the Town's website for upcoming events.

*** 1. How long have you lived in East Hampton?**

Enter the number of years you have lived in East Hampton

2. On a scale from 1 to 5, where 5 is very familiar and 1 is not at all familiar, please indicate how knowledgeable/familiar are you and your household with parks, recreation facilities, programs and services the Town provides?

1 - Not at all familiar

2 - Somewhat familiar

3 - neutral

4 - Familiar

5 - Very familiar

3. On a scale from 1 to 5, where 5 is very important and 1 is not at all important, please indicate how important to you and your household is the availability of local parks and recreation opportunities in East Hampton?

	2 -			
1 - Not at all important	Somewhat important	3 - neutral	4 - Important	5 - Very important
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

4. Please indicate if your family participates in or would like to participate in any of the following activities (please check all that apply):

- 1. Adaptive (therapeutic) recreation
- 2. Adult education (computer, workforce, etc.)
- 3. Adult enrichment (hobby classes)
- 4. After school programs
- 5. Arts programs
- 6. Athletic leagues - youth
- 7. Athletic leagues - adult
- 8. Community events (e.g. festivals, concerts, farmer's markets)
- 9. Family programs
- 10. Fitness and wellness programs
- 11. Intergenerational programs
- 12. Outdoor recreation programs
- 13. Nature programs
- 14. Senior programs
- 15. Summer camps
- 16. Swim lessons/aquatic programs
- 17. Teen programs
- 18. Pre-teen programs
- 19. Youth enrichment programs
- 20. Youth education programs
- 21. Other (please specify)

*** 5. Which three items from the list above are the highest priorities to you and your household in East Hampton? (INSERT NUMBERS)**

Most important #

**Second most
important #**

**Third most
important #**

This question will be
replaced with something
similar to question #6

6. What top three issues should parks and recreation focus on improving? Insert a “1” to the left of the category that is your top priority. Then select up to 2 more issues that you think are priorities for improvement using an ‘X’. Please select only three items.

- Handicapped accessibility within parks
- Health and wellness
- Land preservation/acquisition
- Family-oriented activities
- Connectivity between trails and facilities
- Safety and security in parks
- Maintenance of parks and facilities
- Heritage, historical, cultural preservation
- Availability of indoor recreation space
- Customer service
- Developing new parks in under-served areas
- Community-wide special events
- Expanded programs and classes for all ages
- Aquatic facilities/programming
- Public water access
- Affordability of service
- Signage/wayfinding

Other (please specify)

7. What are the three most important areas that, if addressed by the Town, would increase your utilization of East Hampton's parks, recreation, and cultural facilities? Please select up to 3 choices.

- Accessibility
- Additional facilities and amenities
- Awareness of programs (communications)
- Condition/maintenance of parks
- Customer service/staff knowledge
- Hours of operation
- Parking
- Pricing/user fees
- Programs I want
- Quality of facilities
- Safety and security
- Wi-Fi connectivity

Other (please specify)

8. What are the greatest needs for indoor and outdoor facilities to be added or improved upon in East Hampton over the next 5-10 years? (Select all that apply)

- 1. Indoor multi-sport facility
- 2. Indoor aquatic facility
- 3. New community/recreation center
- 4. Athletic field complex
- 5. Bike lane/sidewalks
- 6. Splash pads
- 7. Disc Golf Course
- 8. Dog parks
- 9. Pickleball courts
- 10. Facilities accessible for those with physical challenges
- 11. Improved park amenities (drinking fountains, restrooms, benches, etc)
- 12. Skate park/bike park
- 13. Additional lake access
- 14. Playgrounds
- 15. Connections to the Air Line Trail
- 16. Downtown central park/plaza
- 17. Other Indoor or Outdoor facilities

18. Other (please specify)

*** 9. Which three items from the list above are the highest priorities to you and your household in East Hampton? (INSERT NUMBERS)**

Most important #

Second most important #

Third most important #

10. What is the best way to reach you with information on parks and recreation facilities/services/programs? (CHECK ALL THAT APPLY)

- Internet/website
- Local media (TV, radio, newspaper)
- Department publication
- At the recreation facilities/program location
- Word of mouth
- Social networking (e.g., Twitter, Facebook)
- E-mail from the Town
- School flyers
- Utility bill inserts
- Other (please specify)

11. East Hampton receives taxes and grants to build parks and recreation facilities, and trails. Additional funds are required for the operations and maintenance of new facilities. User fees, grants, and donations offset some costs. In order to construct an indoor multi-sport facility, an outdoor sports complex, new trails, add restrooms, or make other improvements to parks and recreation facilities, additional capital funds will be needed. Which of the following, if any, would you support to provide the necessary funds?

- Increase in real estate tax
- ~~Increase in personal property tax~~
- Bonds (long-term borrowing)
- New dedicated sales tax
- Other (please specify)

User-related fees will be added as an option and the sales tax is being reviewed as to whether it could really be done.

12. If adjustments to fees were made, due to increasing costs to provide the programs or services you use or the facilities you visit, which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

- Moderate fee increases would not limit my/our ability to participate at all
- Moderate fee increases would limit my/our participation somewhat or would have a minor impact on the ability to participate
- Moderate fee increases would limit my/our participation significantly
- Don't know/uncertain
- Other (please specify)

* 13. Using \$5 increments, if you had \$100 to spend on parks and recreation facilities, services and/or programs, how would you allocate that \$100 across the following categories? You may also leave any items blank for no allocation, but please make sure your total is \$100.

\$_____ Add more trails/sidewalks

\$_____ Add new specialty parks (skate park, bike park, disc golf course)

\$_____ Add new multi-sport indoor complex

\$_____ Add new aquatic facilities (e.g., indoor or outdoor pool, aquatic playground, etc.)

\$_____ Add outdoor athletic fields and courts

\$_____ Expand programs and activities (e.g., more teen programs, senior programs, etc.)

\$_____ Improve and/or renovate and maintain existing park and athletic facilities

\$_____ Improve and/or renovate and maintain Sears Park and boat ramp

\$_____ Other enhancements such as:

14. Other comments/suggestions/feedback

Town of East Hampton
Volunteer Firefighter's Award Program

Annual Minimum Requirements

Schedule A

Responses	Minimum 15% then tiered
Department Drills	1/3
Company Drills	1/3
Meetings	1/2
Work Details	1/3

Notes:

1. Certificate training is also applied to company and department drill attendance
2. Chief, Deputy Chief and Assistant Chief are not required to attend company drills, meetings or work detail

Award Tiers:

15% Responses: \$350

22% Responses \$500

30% Responses \$750

Amended November 2021

Schedule C
East Hampton Fire Department Awards Program
Bonus Positions and Amount

Position	Bonus Amount
Chief	\$250
Deputy Chief	\$240
Assistant Chief	\$215
Department Secretary	\$75
Department Engineer	\$175
Training Officer	\$125
Assistant Training Officer	\$65
Fire Police Captain	\$65
Fire Police Lieutenant	\$45
Fire Prevention and Education	\$65
Fire Prevention and Education	\$65
Public Information Officer	\$50
Captain Company #1	\$200
Captain Company #2	\$200
1 st Lieutenant Company #1	\$125
2nd Lieutenant Company #1	\$125
3rd Lieutenant Company #1	\$125
1 st Lieutenant Company # 2	\$125
1 st Lieutenant Company #2	\$125
1 st Lieutenant Company #2	\$125
Assistant Engineer Company #1	\$75
Assistant Engineer Company #1	\$75
Assistant Engineer Company #2	\$75
Assistant Engineer Company #2	\$75
Secretary/Treasurer Company #1	\$75
Secretary/Treasurer Company #2	\$75
Junior Advisor	\$65
Executive Board Company #1	\$100
Executive Board Company #1	\$100
Executive Board Company #1	\$100
Executive Board Company #2	\$100
Executive Board Company #2	\$100
Executive Board Company #2	\$100
Safety Officer	\$75
Radio Communication Officer	\$75

Town of East Hampton
Volunteer Firemen's Award Program
And
Trust Agreement

TOWN OF EAST HAMPTON
VOLUNTEER FIREFIGHTERS' AWARD PROGRAM

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TOWN OF EAST HAMPTON
VOLUNTEER FIREFIGHTERS' AWARD PROGRAM

The TOWN OF EAST HAMPTON (the "Town") has adopted the following Award Program for the benefit of its Volunteer Firefighters:

ARTICLE I
Name and Effective Date

Section 1.1 This Plan shall be known as the "Town of East Hampton Volunteer Firefighters' Award Program".

Section 1.2 This Plan shall be effective as of the 1st day of July, 1988.

ARTICLE II
Definitions

When used in this Plan, the following terms have the meanings set forth below unless a different meaning is plainly required by the context:

"Account" means the bookkeeping account maintained on behalf of each Participant reflecting his portion of Town contributions to the Plan, adjusted for any net earnings or losses thereon.

"Actuary" means a person enrolled by the Joint Board for the Enrollment of Actuaries, or a firm employing such person, who is appointed by the Town to serve the Plan.

"Anniversary Date" means December 31st of each Plan Year beginning December 31, 1994. Prior to this date, Anniversary Date means June 30 of each year.

"Application for Benefits" means the form provided by the Plan Administrator which shall be completed by the Participant or his Beneficiary in order to receive benefits hereunder.

"Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable hereunder, on either a primary or contingent basis.

"Break in Service" means the failure of an individual to maintain his status as an active firefighter, as defined under the terms of the By-Laws of the Town of East Hampton Volunteer Fire Department. The individual will cease to be a Participant as of the last day of the Plan Year in which the individual ceases to be an active firefighter.

"By-Laws" means the By-Laws for the Town of East Hampton Volunteer Fire Department.

"Disabled Participant" means an individual who was a Participant who is receiving disability benefits under the Social Security Act. A Participant who is not covered by the Social Security system becomes a Disabled Participant if he has become permanently and totally incapable of engaging in any service as a Volunteer Firefighter for the Town for physical reasons, provided such disability is certified to the Plan Administrator by a licensed physician approved by the Plan Administrator. Such disability shall be deemed to exist only when an Application for Benefits has been filed with the Plan Administrator by or on behalf of such Participant.

"Eligibility Date" means the first day of each Plan Year.

"Leave of Absence" means an interruption of service authorized in accordance with Article IX.

"Normal Retirement Date" means the date on which a Participant shall have both attained this 60th birthday and been credited under the vesting schedule of Article VII.

"Past Year of Service" means the service of a Participant recognized under Schedule B attached hereof.

"Participant" means a Volunteer who is eligible under the terms of Article III of this Plan, but unless specifically provided otherwise, shall not include a Retired Participant, a Terminated Participant, a Disabled Participant, or a Participant who has become ineligible for any reason.

"Pension Fund Balance" means an account which is credited with a Terminated Participant's forfeited Account balance pursuant to Section 7.2 hereof. This Fund Balance shall not be adjusted for any earnings or losses of the Trust Fund.

"Plan" means the Town of East Hampton Volunteer Firefighters' Award Program as of its original effective date, including any subsequent amendments thereto.

"Plan Administrator" means the East Hampton Board of Fire Commissioners.

"Plan Year" means each 12 month period ending December 31st. For years prior to December 31, 1994, the corresponding 12 month period ending June 30 shall be the Plan Year.

"Requirement" means a credited amount a Volunteer must earn for recognition of his performance of certain duties, with this credit determined in accordance with the method explained in Schedule A attached hereto.

"Retired Participant" means an individual who has been a Participant but who has commenced receiving retirement benefits under Article VI hereof.

"Terminated Participant" means a Participant whose status as a Participant ceases for reasons other than death, disability, or retirement after attaining the Normal Retirement Date.

"Town" means the Town of East Hampton in the State of Connecticut.

"Trust Agreement" means the agreement entered into between the Town and the Trustee.

"Trustee" means the corporation or individual selected by the Town to serve as Trustee under the Trust Agreement.

"Trust Fund" means all the assets held under the Trust Agreement.

"Valuation Date" means the last day of the Plan Year quarter coinciding with or following the date the Plan Administrator directs the Trustee to commence benefit distributions.

"Vested Account" means the account maintained in accordance with Article VII hereof reflecting a Volunteer's vested interest in the Town's contributions made on his behalf prior to a Break in Service, including the net earnings or losses thereon.

"Vesting Year" means each Plan Year during which a Volunteer has met the Requirement. When calculating Vesting Years, the Plan Years prior to the effective date of the Plan shall be considered Vesting Years.

"Volunteer" or "Volunteer Firefighter" means any individual who is an active firefighter, as determined under the terms of the By-Laws of the East Hampton Volunteer Fire Department.

"Years of Service" means a Plan Year during which a Volunteer has met the Requirement.

"Net Earnings" means gross earnings less all expenses and taxes, and shall include an increases or decreases in the market values of the investments of the Trust Fund during the year.

The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Plan.

ARTICLE III Volunteers Entitled to Participate

Section 3.1 An individual who was a Volunteer as of June 30, 1989 became a Participant in this Plan for the Plan Year ending on that date. An individual who was not a Volunteer as of June 30, 1989 shall become a Participant in this Plan on the Eligibility Date of the year in which he has completed one Year of Service. An individual's status as a Participant shall continue for each Plan Year thereafter until he incurs a Break in Service.

Section 3.2 If a Participant incurs a Break in Service, he shall cease to be a Participant and shall become a Terminated Participant. A Terminated Participant shall again become a participant in this Plan on the date on which he becomes a Volunteer.

Section 3.3 For the purposes of this Article, a Participant shall not incur a Break in Service while on a Leave of Absence authorized pursuant to Article IX of this Plan .

ARTICLE IV Town Contributions

Section 4.1 (a) Subject to the provisions of this Section 4.1, as of the Anniversary Date of each Plan Year beginning on or after July 1, 1988, The Town shall contribute \$250. on behalf of each Participant. Anything herein to the contrary notwithstanding, this contribution shall be reduced to the extent necessary to provide the benefit described in Section 5.3 hereof.

(b) Participants eligible for an allocation under subsection (a) hereof shall include (i) each Participant who completes a Year of Service during the Plan Year and whose status as a Volunteer has not terminated on the Anniversary Date, and (ii) each Participant who shall have died or become a disabled Participant during the Plan Year or become

a Retired Participant during the Plan Year upon attaining his Normal Retirement Date.

Section 4.2 Town contributions that are required under this Article IV with respect to a Plan Year shall be made within a reasonable time following the receipt of the records submitted by the plan administrator. The Town may make contributions during any Plan Year in advance of the Anniversary Date. Such advance contributions shall be held in a suspense account and invested in accordance with the Plan until the Plan contributions for the particular Plan year are allocated. At that time, such advance contributions, together with any earnings or losses thereon, shall be allocated in accordance with the provisions of Section 5.1 hereof.

Section 4.3 In accordance with Section 4.2, the Town shall also contribute bonuses per Schedule C for offices served.

ARTICLE V
Allocation of Town Contributions
and of Net Earnings and Losses

Section 5.1 The Plan Administrator shall maintain an Account in the name of each Participant and shall credit to each such Account the Town's contributions made on behalf of the Participant. The Plan Administrator shall also credit to each such Account any forfeitures occurring under Article VII hereof. Such forfeitures will be allocated equally among all Participants described in Section 4.1 (b) hereof as of the end of the Plan Year in which such forfeitures occur.

Section 5.2 Within a reasonable time after the end of each Plan Year, the Trustee shall notify the Plan Administrator of the amount of net earnings or losses of the Trust Fund. The Plan Administrator shall apportion the net earnings or losses of the Trust Fund among those Participants who were Participants at the end of the Plan Year and for whom a balance was held in the Trust Fund as of the beginning of the Plan Year. Net earnings or losses for each year shall be credited or debited to each Participant in accordance with the ratio which the value of each Participant's Account as of the beginning of the Plan Year bears to the aggregate value of all Accounts as of such date. In the case of investments in a common trust fund, or similar investment media, the most recent valuation of such investments shall be used. For purposes of this Section,

the term "Participant" shall include a Retired Participant, Disabled Participant, or Terminated Participant.

Section 5.3 (a) The Plan Administrator shall maintain a separate account for contributions made to the Plan in excess of the amount described in Section 4.1(a) hereof. The Plan Administrator will credit to the Account of each Participant described in Section 5.3(b) hereof an amount from this separate account equal to \$100. for each Past Year of Service credited to such Participant. The Accounts of such Participants will be credited with such amounts as of June 30, 1993. Any amount held in this separate account which exceeds the amount required to be allocated pursuant to this Section 5.3 will be allocated equally among the Accounts of all Participants described in Section 4.1(b) hereof.

(b) Participants eligible for an allocation under 5.3(a) above shall include (i) each Participant whose status as a Volunteer has not terminated as of June 30, 1989; and (ii) each participant who shall have died, become a Disabled Participant, or become a Retired Participant prior to June 30, 1993.

Section 5.4 The Plan Administrator shall, within a reasonable time after the end of each Plan Year, notify each Participant of the amount of net earnings or losses credited to or charged against his Account, the amount of annual contributions allocated to such Account and the total value of such Account.

ARTICLE VI

Payment of Retirement, Disability and Death Benefits

Section 6.1 (a) Upon a Participant's Normal Retirement Date, or upon his becoming a Disabled Participant, he shall become entitled to the total value of his Account determined as of the Valuation Date. The amounts to which the participant is entitled shall be paid as soon as practical following his Normal Retirement Date or disability. If a Participant continues to work beyond his Normal Retirement Date, payment of the amount to which the Participant is entitled shall be deferred and then made as soon as practical following the date the Participant ceases to be a Volunteer Firefighter.

(b) The amounts to which a Participant is entitled shall be paid to him in a single lump sum payment.

Section 6.2 (a) If a Participant dies prior to his Normal Retirement Date, the Participant's designated Beneficiary shall be entitled to an amount equal to the

value of the Participant's Account.

(b) Each Participant shall have the unrestricted right to designate a Beneficiary to receive death benefits which are payable hereunder, and to change any such designation on a form furnished by and filed with the Plan Administrator. In the event that a Beneficiary has not been designated by the participant, the beneficiary shall be the Participant's surviving spouse or, if there is no surviving spouse, the Participant's estate.

(c) Death benefits payable under this Section 6.2 shall be distributed as soon as practical after the Participant's death irrespective of whether the Participant has attained his Normal Retirement Date. Death benefits shall be paid to the Beneficiary in a single lump sum payment.

(d) For purposes of this Section 6.2, a Participant shall also include a vested Terminated Participant who dies prior to receiving any benefit payments from the Plan, and the death benefit payable on behalf of such a vested Terminated Participant shall equal the value of his vested interest in his Account.

ARTICLE VII
Termination of Participation

Section 7.1 A Participant shall become a Terminated Participant upon incurring a Break in Service. A Terminated Participant shall receive only those benefits provided in this Article .

Section 7.2 If a Terminated Participant is credited with at least 20 Vesting Years, he will be vested in the entire amount in his Account. If a Terminated Participant is credited with less than 20 Vesting Years, he will be vested with the following percentages of the value of his Account, depending upon the number of Vesting Years credited on his behalf:

Less than 5 Vesting Years.....	0%
At least 5 Vesting Years.....	25%
At least 10 Vesting Years.....	50%
At least 15 Vesting Years.....	75%
At least 20 Vesting Years.....	100%

If a Terminated Participant is credited with less than 20 Vesting Years, he will forfeit an amount equal to the nonvested portion of his Account. The forfeited amount will be credited to the Pension Fund Balance and allocated in accordance with Section 5.1 hereof.

Section 7.3 If a Terminated Participant is credited with at least one Vesting Year after incurring a Break in Service, the Participant's Vesting Years prior to such Break in Service shall be aggregated with his Vesting Years earned after such Break in Service for purposes of determining his vested interest in future contributions to the Account. Amounts previously forfeited pursuant to Section 7.2 will not be restored to the Account.

Section 7.4 A Terminated Participant who is vested in all or part of his Account shall receive the value of such vested interest determined as of the Valuation Date. The amounts to which such Terminated Participant is entitled shall be paid to him in accordance with provisions of Article VIII, in a single lump sum payment upon attainment of age 60.

ARTICLE VIII Application for Benefits

Section 8.1 An Application for Benefits must be filed with the Plan Administrator in accordance with such rules and procedures as the Plan Administrator shall prescribe in order for benefits to be paid to a Participant or Beneficiary.

Section 8.2 The Application for Benefits required for the payment of death benefits under Article VI hereof must be filed by the Beneficiary of the deceased Participant or the legal representative of his estate and must be accompanied by a death certificate.

Section 8.3 A vested Terminated Participant for whom benefits are being held by the Trustee shall keep the Plan Administrator notified of his current mailing address. The Plan Administrator and the Town shall be discharged from any liability resulting from a failure to pay benefits as they become due if reasonable effort has been made to contact the Terminated Participant at his last address on record. If the Plan Administrator is unable to locate the Terminated Participant at such address, his benefits shall be forfeited as of the last day of the Plan year following the Plan Year in which his Normal Retirement Date occurs.

Section 8.4 The Plan Administrator shall notify the applicant in writing of the action taken regarding his Application for Benefits within a reasonable period of time following the receipt of such Application. In the event of a denial of benefits, the Plan Administrator shall furnish a written notification which shall include the reasons for the denial; specific references to the Plan provisions on which the denial is based; a description of any additional material or information necessary for the applicant to

perfect the Application including an explanation of why such material or information is necessary; and an explanation of the review procedure set forth hereunder.

Section 8.5 In the event an applicant has received a written denial of his Application for Benefits, he may appeal by filing with the Plan Administrator a written request for review. Such request must be made within 60 days following the receipt of the written denial. In connection with any request for review, the applicant may at any time review pertinent documents and may submit issues and comments in writing. The Plan Administrator shall notify the applicant of his determination within 60 days following his receipt of the request for review.

ARTICLE IX
Leave of Absence

Section 9.1 A Volunteer shall be granted a Leave of Absence for the purpose described in Section 9.3 or 9.4 hereof.

Section 9.2 For purposes of this Plan, any Volunteer shall be deemed not to have incurred a Break in Service during the period of his Leave of Absence. Any Account maintained for a Volunteer shall continue to share proportionately in the net earnings and the losses and expenses of the Trust Fund during his Leave of Absence.

Section 9.3 If any Volunteer enters the Armed Forces of the United States of America, such individual shall be treated as on a Leave of Absence provided:

- (a) The individual discontinued his service as a Volunteer for the purpose of entering the Armed Forces of the United States;
- (b) The individual returns to service as a Volunteer within 90 days after his discharge or separation from the Armed Forces of the United States;
- (c) The individual has received a certificate from the Armed Forces of the United States stating satisfactory completion of his military service;
- (d) The individual serves not more than four years in the Armed Forces of the United States (plus any period of additional service imposed pursuant to law); and
- (e) The circumstances of the Town have not changed since such individual's status as a Volunteer ceased for the purpose of entering the Armed Forces of the United States

so as to make it impossible or unreasonable to continue his service as a Volunteer.

Section 9.4 An individual shall be treated as on a Leave of Absence if the Plan Administrator determines that the individual has had a temporary job relocation.

Section 9.5 If an individual fails to become a Volunteer for the Town immediately following termination of his Leave of Absence, his service as a Volunteer for the Town shall be considered terminated as of the last day of his Leave of Absence.

ARTICLE X
Rights of a Participant

Section 10.1 The adoption and maintenance of this Plan shall not be construed as creating any contract of service between the Town and any Volunteer.

Section 10.2 No right or interest of any Participant in any part of the Trust Fund shall be transferable or assignable by the Participant or be subject to alienation, anticipation, or encumbrance by the Participant. Each Participant shall have no rights under this Plan other than those of a general unsecured creditor of the Town.

ARTICLE XI
Plan Administrator

Section 11.1 The Plan Administrator shall supervise and control the operation of this Plan and shall have all powers necessary to accomplish that purpose, including the power to make rules and regulations pertaining to the administration of this Plan. The Plan Administrator shall determine the Plan's short and long term financial needs and communicate these requirements to the Trustee. Written procedures regarding all Plan provisions shall be developed by the Plan Administrator.

Section 11.2 The Board of Fire Commissioners shall be the Plan Administrator.

Section 11.3 If more than one person is serving as the Plan Administrator hereunder, such persons may allocate

among themselves by written agreement those responsibilities under this Plan. If responsibilities have been allocated among the persons serving as the Plan Administrator only that person to whom a specific responsibility has been allocated shall be liable for his acts or omissions in carrying out such responsibility.

Section 11.4 The Plan Administrator may delegate all or part of his duties which do not involve management of Plan assets to others. The Plan Administrator shall not be liable for any acts or omissions of the persons to whom such duties have been delegated.

Section 11.5 If more than one person is serving as the Plan Administrator, any act which this Plan authorizes or requires the Plan Administrator to do may be done by a majority of such persons; and the action of such majority expressed from time to time by a vote at a meeting, or in writing without a meeting, shall constitute the action of the Plan Administrator.

Section 11.6 The Plan Administrator shall have the power to designate an agent for service of legal process for the Plan.

Section 11.7 The Town shall pay all expenses of the Plan Administrator, including fees paid to consultants, agents, or counsel hired by the Plan Administrator to assist him.

Section 11.8 The Plan Administrator, in exercising his discretion, shall do so in a uniform and nondiscriminatory manner, treating all Volunteers in similar circumstances alike.

Section 11.9 (a) The Plan Administrator shall, within a reasonable time of the end of the Plan Year, verify his records with the records of the consultant and with fire department participation records for accuracy.

(b) The Plan Administrator shall, within a reasonable time after the end of each Plan Year, provide each Volunteer with a statement indicating the total that he has been credited with for such year. In the event that a Volunteer does not agree with the statement provided by the Plan Administrator, he may request that the statement be reviewed for error. Such request must be in writing and filed within 10 days following the Volunteer's notification of the total that he has been credited with for the Plan Year. The Plan Administrator shall notify the Volunteer in writing of his final determination within 60 days following the receipt of the Volunteer's request for review. The Plan Administrator's final determination shall be binding on all parties.

ARTICLE XII
The Trust Fund

Section 12.1 The Trust Fund established to hold Plan assets shall at all times remain subject to the claims of the Town's general creditors.

Section 12.2 The Trustee shall have such powers as to investment, reinvestment, control and disbursement of the funds as provided in this Plan and the Trust Agreement.

Section 12.3 Although the Town intends to continue the Plan and the contributions to the Trust Fund indefinitely, at the discretion of the Town, the Trust Fund may revert to, or be used by, the Town for any purpose deemed appropriate by the Town.

Section 12.4 If the assets of the Trust Fund revert to the Town, or are otherwise used for the benefit of the Town's creditors, and assets are not available under the Trust Fund to provide Plan benefits, the Town will provide the Plan benefits from its other general assets. Each Participant will always be an unsecured, general creditor of the Town as described in Section 10.2 of the Plan.

ARTICLE XIII
Miscellaneous Provisions

Section 13.1 The Town, the Plan Administrator, and the Trustee shall be discharged from any liability in acting upon any representations by a Volunteer of any fact affecting his status under this Plan or upon any notice, request, consent, letter, telegram, or other document believed by them, or any of them, to be genuine, and to have been signed or sent by the proper person.

Section 13.2 This Plan shall be construed according to the laws of the State of Connecticut, except as such laws are superseded by Federal law.

Town of East Hampton
Volunteer Firefighters Award Program

Annual Minimum requirements
Schedule A

Responses	25%
Department drills	1/3
Company Drills	1/3
Meetings	1/2
Work Details	1/3

Certificate training is also applied to department and or company attendance.

Notes:

1. Chief and Deputy Chief are not required to attend company drills, meetings, or work detail.

East Hampton Volunteers Firefighters' Award programSchedule BPast Years of Service

<u>Last Name</u>	<u>First Name</u>	<u>Years</u>
Arrigoni	Carl	1
Avery, Sr.	George	31
Bacon	Harlan	18
Barber	Scott	2
Bochinski	Stephen	1
Burdick	Benjamin	9
Burdick	Daniel	10
Casey	Edward	2
Clavette	Denis	1
Clebowiticz	Martin	10
Cooke	Ralph	17
Cooper	Henry	7
Coughlin	James	36
Demars	Jeffrey	8
Dolce	Jack	11
Dunham	Alan	21
Everett	Frederick	22
Field	William	1
Fiest	George	7
Henschke	Alan	3
Ingraham	Donald	31
Markham	Paul	13
Mckinney	James	15
Mello	Manuel	11
Nichols	Ronald	15
Olzacki	Joseph	3
Prince	Edgar	22
Pyne	Andrew	35
Rich	Myron	12
Royce, Jr.	Fred	10
Royce, Sr.	Frederick	42
Sargent	Barbara	3
Sargent	Daniel	4
Scranton	Donald	2
Scranton	Michael	9
Shook	Rene	9
Shumbo, Jr.	Ted	4
Siena, Sr.	William	26
Stickler	David	10
Stickler	Robert	7
Strickland	Thomas	16

Strickland, Jr.	Robert	21
Swan	Martin	13
Thomas II	Arthur	1
Turney, Jr.	Judson	7
Turney, Sr.	Judson	10
Visinatiner	Philip	28
Voelker	Gregory	9
Voelker	Huntington	22
Voelker	Martin	9
Walton	Matthew	5
Woitowitz	Fred	1
Woitowitz	John	3

Town of East Hampton
Volunteer Firefighters Award Program

Schedule C

Firefighters who have served in office during a given year will be awarded bonuses according to their position.

Failure of the officer to qualify for a Year of Service will exclude such officer from the bonus.

Participants who hold more than one office will be awarded allocations for each office held.

There are no shared offices.

Any participant must hold office for a full year in order to receive a bonus.

Officer Contributions

<u>Position</u>	<u>Contribution</u>	<u>No. of Positions</u>
Chief	100	1
Deputy Chief	85	1
Secretary/Treasurer	100	1
Engineer	70	1
Training Officer	50	1
Assistant Training Officer	25	1
Fire Police Captain	25	1
Prevention Officer	25	1
Captain	80	2
Lieutenant	50	6
Assistant Engineer	30	4
Company Secretary	15	2
Company Treasurer	15	2
Junior Advisor	25	3
Executive Board	40	6
Communication (radio)	30	1
Safety	30	1

TOWN OF EAST HAMPTON

VOLUNTEER FIREFIGHTERS' AWARD PROGRAM

TRUST AGREEMENT

TOWN OF EAST HAMPTON
VOLUNTEER FIREFIGHTERS' AWARD PROGRAM

TRUST AGREEMENT

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TOWN OF EAST HAMPTON
VOLUNTEER FIREFIGHTERS' AWARD PROGRAM

TRUST AGREEMENT

THIS AGREEMENT, effective as of the 1st day of July, 1988, by and between the TOWN OF EAST HAMPTON (the "Town"), and _____ (the "Trustee"),

W I T N E S S E T H :

WHEREAS, the Town has adopted an Award Program for certain of its Volunteer Firefighters which provides for contributions by the Town to a Trust Fund; and

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the parties hereto agree as follows:

A R T I C L E I

Definitions and General Duties of the Parties

Section 1.1 When used in this Trust Agreement, the following terms have the meanings indicated unless a different meaning is plainly required by the context.

"Person" means an individual, corporation, partnership, joint venture, association, trust, estate or other entity.

"Plan" means the Town of East Hampton Volunteer Firefighters' Award Program and all subsequent amendments thereto of which this Trust Agreement forms a part.

"Plan Administrator" means the Person or Persons designated by the Town.

"Trust Agreement" means this trust agreement, with all subsequent amendments.

"Trust Fund" means all the assets held under this Trust Agreement.

"Trust Year" means the accounting year of the Trust Fund.

Any term used in this Trust Agreement which is defined in the Plan shall have the meaning set forth in the Plan for all purposes of this Trust Agreement.

The singular form of any word shall include the plural and the masculine gender shall include the feminine wherever necessary for the proper interpretation of this Trust Agreement.

Section 1.2 The Town agrees to perform its obligations in accordance with the Plan and this Trust Agreement. It shall make its contributions to the Trust Fund only in cash or other property acceptable to the Trustee.

Section 1.3 The Trustee agrees to hold any and all property which it may receive as Trustee hereunder, IN TRUST, for the uses and purposes and upon the terms and conditions set forth in this Trust Agreement and in the Plan, and the Trustee agrees to be bound by the terms of this Trust Agreement and the Plan insofar as such documents are consistent with applicable law.

Section 1.4 The Trustee shall manage, invest and reinvest the Trust Fund, collect income therefrom and make payments therefrom, all as hereinafter provided. For such purposes, all assets of the Trust Fund may be commingled, managed, invested and reinvested together. The Trustee shall be responsible only for the property actually received by it as Trustee hereunder. It shall have no duty or authority to compute any amount to be paid to it by the Town or to bring any action or proceeding to enforce the collection from the Town of any contribution to the Trust Fund, nor shall it have any duty or authority to compute any amount to be paid by it under direction from the Plan Administrator as hereinafter provided.

Section 1.5 The Trust Fund is subject to the claims of the general creditors of the Town. In addition, the Town may direct that all or any portion of the assets of the Trust Fund revert to, or be used by, the Town for any objective deemed appropriate by the Town.

Section 1.6 The Trustee shall discharge its duties with respect to the Plan and this Trust Agreement with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 1.7 The Trustee shall diversify the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

Section 1.8 As of the end of the Trust Year, the Trustee shall within a reasonable time thereafter notify the Plan Administrator of the amount of the "net earnings or losses" of the Trust Fund during such period. Such "net earnings or losses" shall be deemed to mean gross earnings less all taxes, expenses and payments and shall include any increases or decreases in the market values

of investments during such period. In the case of investments in a common trust fund, mutual fund or similar investment media, the valuation of such investments on the most recent valuation date of such fund shall be taken as the value of such investments.

Section 1.9 If more than one individual is serving as the Trustee hereunder, such individuals may allocate among themselves their responsibilities under the Plan and this Trust Agreement. If responsibilities have been so allocated, only that individual to whom a specific responsibility has been allocated shall be liable for any loss to the Trust Fund resulting from his acts or omissions in carrying out such responsibility. To the extent that responsibilities are not allocated among individuals serving as Trustee, the vote of a majority of the individuals serving at any time shall be required for any action by the Trustee. The signature of any one of the individuals serving as Trustee may be accepted and relied upon by the Insurer and all other parties dealing with the Trustee.

Section 1.10 The Trustee shall not maintain the indicia of ownership of any assets of the Trust Fund outside the jurisdiction of the district courts of the United States.

A R T I C L E I I

Powers and Duties of Trustee in Investment, Administration and Disbursement of Trust Fund

Section 2.1 For purposes of this Article, "investment manager" means an investment adviser registered under the Investment Advisers Act of 1940, a bank as defined in said Act, or an insurance company qualified to perform investment management services under the laws of more than one state.

Section 2.2 The Town shall have the power to appoint one or more investment managers to manage, acquire or dispose of any assets of the Trust Fund in accordance with the terms of a written agreement approved by the Town. The Town, through the Plan Administrator, may direct the Trustee and the investment manager in writing from time to time as to the investments to be made of the Trust Fund.

Neither the Trustee nor the investment manager shall be liable for investments made in compliance with any written direction. Furthermore, neither the Trustee nor the investment manager shall have any duty or obligation to review, evaluate, or reevaluate the investments made pursuant to such directions. Subject to any such directions, and to the terms of the investment management contract, if any, the Trustee and the investment manager shall have, each

with respect to the assets of the Trust Fund subject to its control, the power in their discretion:

(a) To invest and reinvest in any property, real, personal or mixed, and wherever situate, including, but not by way of limitation, common and preferred stocks, and the sale of options against stocks, common trust funds, mutual funds, shares of any regulated investment company, bonds, notes (including variable amount notes), debentures, mortgages, variable annuity contracts, savings accounts and certificates of deposit;

(b) To retain any property at any time received by it whether or not such property would be eligible as a new investment under subsection (a) of this Section;

(c) To sell or exchange any property at any time held by it at either public or private sale for cash or on credit and grant options for the purchase or exchange thereof;

(d) To participate in any plan of reorganization, consolidation, merger, combination, or other similar plan relating to such property and to consent to, or to oppose any such plan and any action thereunder or any contract, lease, mortgage, purchase, sale or other action by any corporation;

(e) To deposit any such property with any protective, reorganization or similar committee; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such property so deposited; and

(f) To exercise all conversion and subscription rights pertaining to any such property.

Section 2.3 The Trustee shall have power and authority:

(a) To exercise all voting rights with respect to any investments and to grant proxies, discretionary or otherwise; provided, however, that any proxies on investments acquired at the direction of the investment manager shall be voted by the investment manager;

(b) To cause any investments to be registered and held in the name of one or more of its nominees;

(c) To collect and receive any and all money and other property due to the Trust Fund and to give full discharge therefor;

(d) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Trust Fund requires it; and to

represent the Trust Fund in all suits or legal proceedings in any court of law or equity or before any other body or tribunal;

(e) To hold in cash, without liability for interest thereon, any portion of the Trust Fund pending investment thereof, together with such estimated amounts as the Trustee, in its discretion, determines to be required for current payments and expenses; and

(f) Generally, to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable for the protection of the Trust Fund.

Section 2.4 If an investment manager has been appointed in accordance with Section 2.2 hereof, notice of such appointment shall be given to the Trustee. Except as provided by law, neither the Town nor the Trustee shall be liable for the acts or omissions of such investment manager. The Trustee shall have no obligation to invest or otherwise manage any asset of the Trust Fund subject to investment by the investment manager. The investment manager may direct the Trustee in writing as to the investments to be made of the assets subject to control by the investment manager. The Trustee shall not be liable for investments made in compliance with such written directions from the investment manager and shall be under no duty or obligation to review, evaluate or reevaluate investments made pursuant to such directions.

Section 2.5 Persons dealing with the Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to the Trustee or to inquire into the Trustee's authority as to any transaction.

Section 2.6 The Trustee shall make payments (and shall stop such payments) from the Trust Fund at such times, in such amounts and to such person or persons as the Plan Administrator shall direct in writing. The Trustee shall be fully protected in acting upon any such written direction of the Plan Administrator without investigation and shall have no duty to determine the right or benefit of any person in the Trust Fund or under the Plan or to inquire into the right or power of the Plan Administrator to direct any such payment.

Section 2.7 The Trustee shall make any payment required to be made by it hereunder by mailing its check for the amount thereof to the person to whom payment is to be made, at such address as shall have been last furnished to the Trustee. If no such address shall have been so furnished, such check shall be mailed to such person in care of the Town at its principal office.

A R T I C L E I I I

For Protection of Trustee

Section 3.1 The Town shall promptly give notice of a change in the Person or Persons serving as the Plan Administrator. Until such notice is received by it, the Trustee shall be fully protected in continuing to rely upon the authority of the Person or Persons last certified to the Trustee to be the Plan Administrator.

Section 3.2 The Trustee may rely upon any certification, notice or direction of the Town which the Trustee believes to be genuine and to have been signed by a duly authorized officer or agent of the Town.

Section 3.3 Communications to the Trustee shall be addressed to it at its main office, or to such other address as the Trustee may specify. No communication shall be binding upon the Trust Fund or the Trustee until it is received by the Trustee. Communications to the Plan Administrator or to the Town shall be sent to the Town's main office, or to such other address as the Town may specify.

Section 3.4 The Trustee may consult with any legal counsel, who may be counsel to the Town or the Plan Administrator, with respect to the meaning or construction of this Trust Agreement, its obligations or duties hereunder, or any act which it should take or omit hereunder, or any action or proceeding or any question of law, and shall be fully protected with respect to any action taken or omitted by it in good faith pursuant to such advice.

Section 3.5 The Trustee's powers, duties, rights and obligations shall be limited to those expressly conferred or imposed upon it by this Trust Agreement and the Plan, and may not be changed without the Trustee's written consent.

A R T I C L E I V

Expenses and Compensation of Trustee

Section 4.1 The Trustee shall receive for its services as Trustee hereunder such compensation which from time to time may be agreed upon by the Town and the Trustee, and the Town shall pay the same.

A R T I C L E V

Settlement of Accounts -
Government Reports - Determination of Rights

Section 5.1 The Trustee shall keep books of account which shall show all receipts and expenses and a complete record of the operation of the Trust Fund. The Plan Administrator shall have the sole responsibility to keep records of the shares allocated to individual Participants. The Town and/or the Plan Administrator may at any reasonable time inspect the books of the Trustee or have the same inspected by any agent or employee and may at any reasonable time demand an accounting from the Trustee on agreeing to pay the necessary expenses of the same.

Section 5.2 The Trustee shall file with the Town and the Plan Administrator an annual statement or accounting of its acts hereunder, and the Town or the Plan Administrator may enter into an agreement approving and allowing the same. Any such agreement shall be final and binding and conclusive on all persons and parties hereto or claiming any interest hereunder and shall be a full discharge of the Trustee with respect to the matters set forth in such statement or accounting. If the Town or the Plan Administrator fails to file with the Trustee its written exceptions or objections to any such account within 60 days after the receipt thereof, the Town and the Plan Administrator shall be deemed to have approved such account; and in such case, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person interested in the Plan or Trust Fund other than the Town and/or the Plan Administrator may require an accounting or bring any action against the Trustee with respect to the Trust Fund or its actions as Trustee. This shall not, however, deprive the Trustee of the right to have a judicial settlement of its account if it so desires.

A R T I C L E VI

Resignation, Removal and Substitution of Trustee

Section 6.1 The Trustee may resign its duties hereunder by filing with the Town its written resignation. No such resignation shall take effect until 60 days from the date of such filing unless prior thereto a successor shall have been appointed.

Section 6.2 The Trustee may be removed by the Town at any time, upon 60 days' notice to the Trustee, but such notice may be waived by the Trustee. Such removal shall be effected by deliver-

ing to the Trustee a written notice of its removal executed by the Town, and by giving notice to the Trustee of the appointment of a successor in the manner hereinafter set forth.

Section 6.3 (a) The appointment of a successor to the Trustee hereunder shall take effect upon the delivery to the resigning or removed Trustee of (i) a written instrument appointing such successor, executed by the Town, and (ii) a written acceptance by the successor. The Town shall send a notice of such appointment to the Plan Administrator.

(b) Any successor Trustee shall be an individual, corporation or association authorized to exercise trust powers. All of the provisions set forth herein with respect to the Trustee shall relate to each such successor with the same force and effect as if such successor had been originally named the Trustee.

(c) If a successor to the Trustee shall not have been appointed within 60 days after notice of resignation, the resigning Trustee or the Plan Administrator may apply to any court of competent jurisdiction for the appointment of such successor.

Section 6.4 Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor, after reserving such reasonable amount as the resigning or removed Trustee shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it, and any sums chargeable against the Trust Fund for which it may be liable.

Section 6.5 No successor Trustee shall be liable or responsible for any acts or defaults of any predecessor Trustee in any way, nor for any loss or expense from or occasioned by anything done or neglected to be done by any predecessor Trustee.

A R T I C L E VII

Termination of Trust Fund

Section 7.1 Upon the termination of contributions to the Trust Fund, the assignment of the Trust Fund for the benefit of the Town's general creditors or the reversion of the Trust assets to the Town, the Town shall so notify the Trustee, and the Trust Fund shall continue until all sums are distributed or returned to the Town, as the case may be. The Trustee shall be fully protected in acting upon any such written notification by the Town without investigation and shall have no duty to inquire into the right or power of the Town to issue such notification causing the termination of the Trust Fund.

Section 7.2 Upon settlement of its accounts and distribution of all the assets of the Trust Fund, the Trustee thereupon shall be discharged from any further accountability therefor and shall have no further duty, obligation or responsibility under this Trust Agreement.

A R T I C L E VIII

Amendment

Section 8.1 The Town shall have the right at any time and from time to time to amend this Trust Agreement in whole or in part. The Town shall send a copy of any such amendment to the Trustee and to the Plan Administrator. Any such amendment may be made retroactively effective. Any amendment to this Trust Agreement shall be binding upon the Trustee only when executed by the Trustee.

A R T I C L E IX

Miscellaneous

Section 9.1 The titles to Articles in this Trust Agreement are placed herein for convenience of reference only, and in case of any conflict, the text of this instrument, rather than such titles, shall control.

Section 9.2 Notwithstanding any provision of the Plan or this Trust Agreement to the contrary, all Trust Fund assets are subject to the claims of the Town's general creditors and, at the discretion of the Town, Trust assets may be returned to the Town for any objective deemed appropriate by the Town.

Section 9.3 No right or interest of any Participant in any part of the Trust Fund shall be transferable or assignable by the Participant or be subject to alienation, anticipation or encumbrance by the Participant. The Participant shall have no rights under this Trust Fund other than those of a general, unsecured creditor of the Town.

Section 9.4 In case any provisions of this Trust Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Trust Agreement and this Trust Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein.

FIRST AMENDMENT

TO
TOWN OF EAST HAMPTON
VOLUNTEER FIREFIGHTERS AWARD PROGRAM

1. Schedule C of the Award Program is revised by deleting the second sentence in said Schedule and substituting therefor the following, effective as of July 1, 1988:

"Failure of the officer to qualify for a Year of Service will exclude such officer from the bonus with respect to a Plan Year beginning after 1992."

Dated this 25th day of APRIL, 1995.

Witness:

Karen J. Warych

TOWN OF EAST HAMPTON

By Alan A. Berger
Title:

9. Schedule C. is to be further amended by increasing the value of the bonuses by a factor of 2.(100%).

These changes shall be effective, January 1, 1996 or such earlier date as is appropriate in accordance with the language of the particular change described above.

Dated this 6th day of JUNE, ~~1996~~ ¹⁹⁹⁷.

Witness:

Lisa Supmau

TOWN OF EAST HAMPTON

Alan H. Berber
ALAN H. BERBEREN
TOWN MANAGER

Amended Plan (December, 1999)

Article VI Section 6.1 a) Upon a Participant's Normal Retirement Date, or upon his becoming a Disabled Participant, he shall become entitled to the total vested value of his Account determined as of the Valuation Date. The amount to which the participant is entitled shall be paid as soon a practical following his Normal Retirement Date or disability. If a Participant continues as an Active Firefighter beyond his Normal Retirement Date, payment of the amount to which the Participant is entitled shall be deferred and then made as soon as practical following the date the Participant ceases to be a Volunteer Firefighter.

- b) The amount to which a Participant is entitled shall be paid to him in a single lump sum payment or in the amount requested in writing within one month of receiving the annual fund statement. The minimum request amount will be \$1,000.

APPROVED / ADOPTED
By The East Hampton Town Council
Date: 1 / 22 / 2000

TOWN OF EAST HAMPTON
VOLUNTEER FIRE DEPARTMENT AWARD PROGRAM

AMENDED PLAN (NOVEMBER 2001)

Add one position to the Annual Bonus Schedule (SCHEDULE C)

Fire Police Lieutenant

Approved by the Board of Fire Commissioners

**TOWN OF EAST HAMPTON
VOLUNTEER FIRE DEPARTMENT AWARD PROGRAM**

SCHEDULE C

Firefighters who have served in office during a given year will be awarded bonuses according to their position.

Failure of the officer to qualify for a Year of Service will exclude such officer from the bonus.

There are no shared offices.

Any participant must hold office for a full year in order to receive a bonus.

OFFICER CONTRIBUTIONS

Position	Contribution	# of Positions
Chief	200	1
Assistant Chief	180	1
Deputy Chief	170	1
Secretary/Treasurer	200	1
Engineer	140	1
Training Officer	100	1
Assistant Training Officer	50	1
Prevention Officer	50	1
Communication Officer	60	1
Safety Officer	60	1
Captain	160	2
Lieutenant	100	6
Assistant Engineer	60	4
Company Secretary	30	2
Company Treasurer	30	2
Junior Advisor	50	3
Executive Board	80	6
Fire Police Captain	50	1
Fire Police Lieutenant	35	1

TOWN OF EAST HAMPTON
VOLUNTEER FIRE DEPARTMENT AWARD PROGRAM

AMENDED PLAN (NOVEMBER 2001)

Add one position to the Annual Bonus Schedule (SCHEDULE C)

Fire Police Lieutenant

Approved by the Board of Fire Commissioners

✓
APPROVED / ADOPTED
By The East Hampton Town Council
Date: 12 / 11 / 01

Amendment 5

Schedule C

Hand Noted

East Hampton Fire Department			
Awards Program - Bonuses - Current and Proposed			
Office	Bonus Amount		Bonus Amount
Chief	200		250
Assistant Chief	190		240
Deputy Chief	170		215
Department Secretary	200		75
Department Engineer	140		175
Training Officer	100		125
Assistant Training Officer	50		65
Fire Police Captain	50		65
Fire Police Lieutenant	35		45
Fire Prevention & Education	50		65
Fire Prevention & Education	50		65
Captain Company #1	160		200
Captain Company #2	160		200
1st Lieutenant Company #1	100		125
2nd Lieutenant Company #1	100		125
3rd Lieutenant Company #1	100		125
1st Lieutenant Company #2	100		125
2nd Lieutenant Company #2	100		125
3rd Lieutenant Company #2	100		125
Assistant Engineer Company #1	60		75
Assistant Engineer Company #1	60		75
Assistant Engineer Company #2	60		75
Assistant Engineer Company #2	60		75
Secretary/Treasurer Company #1	60		75
Secretary/Treasurer Company #2	60		75
Junior Advisor	50		65
Junior Advisor	50		65
Junior Advisor	50		65
Junior Advisor	50		65
Executive Board Company #1	80		100
Executive Board Company #1	80		100
Executive Board Company #1	80		100
Executive Board Company #2	80		100
Executive Board Company #2	80		100
Executive Board Company #2	80		100
Radio Communication Officer	60		75
Safety Officer	60		75
	3315		3995
The Department Secretary/Treasurer was reduced to bring it in line with the Company Secretary/Treasurers			
The old bonuses were multiplied by 1.25 and then rounded up.			
These changes were made and approved by the Board of Fire Commissioners in February of 2006			
1/15/2007 20:59			

APPROVED / ADOPTED
 By The East Hampton Town Council
 Date: 3 / 13 / 07



November 23, 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 nine (9) refunds totaling \$1,166.90.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

14.33	⊕
13.15	⊕
46.99	⊕
7.80	⊕
483.42	⊕
520.27	⊕
28.03	⊕
40.00	⊕
12.91	⊕
009	
1,166.90	⊕

East Hampton / Portland Electric Car Show '21

A Big Success

Report to the East Hampton Town Council



Lorry Belanger, co-chair of the Electric Car Show '21, and member of the East Hampton Clean Energy Task Force directs visitors and answers questions. Photo by Roz Kaplan

East Hampton / Portland Electric Car Show '21 Report

A VERY SUCCESSFUL CAR SHOW

On Saturday, September 25, 2021, approximately 250 participants and spectators visited the East Hampton High School parking lot for the third annual electric car show sponsored by the East Hampton and Portland Clean Energy Task Forces.

There were dozens of show cars, three dealerships, and two solar contractors that came out to promote the future of clean, safe and efficient transportation.

Our town show was part of the National Drive Electric Week program that occurs every Fall, and has a countrywide focus.

The message from participants and exhibitors was clear: They love their clean and quiet “rides”, and were pleased to see this event in our town.



Visitors to the 2021 Electric Car Show looking at the more than 25 electric and hybrid vehicles on display at the East Hampton High School parking lot. Photo by Roz Kaplan

East Hampton / Portland Electric Car Show '21 Report

A TOWN WIDE EFFORT

The '21 Electric Car show was sponsored and organized by the East Hampton Clean Energy Task Force, a volunteer Task Force established by Town Council resolution. The Portland Clean Energy Task Force also participated and promoted the event.

The success of the event was the result of a town-wide effort that helped make this event run smoothly.

The Town Manager's Office provided financial support and we were able to finance this event with less than \$1,000 of town funds to promote and manage an event with a national profile. Local volunteers contributed hundreds of hours.

The Parks and Recreation Department advertised and provided a vehicle for participation and sign up. Our High School Principal authorized the use of a perfect venue for this outdoor event and made us all welcome.

Local businesses said, "YES", when asked to allow the event to be advertised and promoted on their premises.

The Police Department and the Town Fire Marshall helped make sure the event was safe and consistent with town protocols. Several Town Council members came out in support.

And our residents turned out. Three times as many as at the last car show

East Hampton / Portland Electric Car Show '21 Report

EAST HAMPTON IS LOOKING TO THE ENERGY FUTURE

An Annual Electric Vehicle Show is an event that only a few towns can point to, and most are much larger than East Hampton, CT. It helps put our small town in pretty heady company.

What does it mean for our town?

- *Publicity that East Hampton is forward looking;*
- *East Hampton is on the national stage;*
- *Our town government is committed to sustainable future growth;*
- *A place that sees itself as part of the solution to our energy and environmental problems;*
- *An invitation to come live and work in a town committed to improving livability.*

East Hampton / Portland Electric Car Show '21 Report



This future driver has the right idea. Photo by Roz Kaplan

An electric vehicle show can't do all those things by itself, but it is an effective and relatively easy way to convey the message that we are serious about moving to a better future.

Submitted Nov. 15, 2021 by the East Hampton Clean energy Task Force: Kye Amtmanis, chairperson, Martin Podskoch, Lorry Belanger, Paul Wisniewski, Darin Aloia, Russ Kaplan.