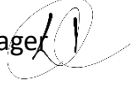


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: October 20, 2022

SUBJECT: Agenda Information – 10/25/2022

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

6 Bids and Contracts

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

Recommendation: Determine whether to approve the agreement.

7 Resolutions/Ordinances/Policies/Proclamations

7a Proclamation recognizing Ambulance Association member Paul Boulanger – The Council is asked to issue a Proclamation honoring Paul Boulanger for his 50 years of service to the East Hampton community on the Ambulance Association.

Recommendation: Approve issuance of the Proclamation.

7b Resolution regarding application for a Hazard Mitigation Grant – The Council is asked to review the proposed application for a FEMA Hazard Mitigation Grant to fund 90% of the cost to replace three deteriorating culvert pipes under Lake Drive at Hales Brook, which has been identified in the Town’s Natural Hazard Mitigation Plan as a priority project. The Town’s share of the nearly \$1.5 million project is anticipated to be approximately \$150,000. The attached resolution authorizes the grant application and indicates that the Town will fund its portion using available Town funds. It is anticipated that once the grant is approved, the project design and permitting through the Army Corps of Engineers will be completed and the project constructed in the 2025/2026 fiscal year.

Recommendation: Approve the Resolution authorizing the grant application.

7c Resolution regarding an Urban Act Grant for water system engineering – The Council is asked to consider a resolution authorizing acceptance of a \$1.5 Urban Act grant from the State funding water system preliminary design. As the Council will recall, the Town was notified of this directed grant award earlier in 2022 and this resolution will authorize the acceptance of the grant and execution of the related contracts with the State. This grant, which requires no local match, is being administered by the State Department of Energy and Environmental Protection.

Recommendation: Approve the Resolution accepting the grant.

9 New Business

9a Receipt and discussion of a presentation regarding Ambulance Association operations – The Council will receive a presentation from representatives of the East Hampton Ambulance Association regarding its recent evaluation of its operations. The Council will then have the opportunity to discuss the information and to determine next steps for ambulance service in the Town.

Recommendation: Receive the presentation and discuss next steps.

9b Consideration of FY 2022 End-of-year Budget Transfers – The Council is asked to consider various budget transfers associated with the completion of the Town’s last fiscal year, FY 2022. The transfers move funds in the General Government portion of the budget from lines that were underspent to lines that incurred unanticipated overages. These adjustments, which total \$150,334, do not increase the bottom line of the Town budget.

Recommendation: Approve the budget transfers.

9c Consideration of a Library 3-D printing policy – The Council is asked to review a new policy for the Library related to 3-Dimensional (3-D) Printing. A small 3-D printer was recently donated to the Library for patron use. Prior to making the service available, staff developed a policy outlining the terms

of the service and costs for use as described in Library Director Kellogg's attached memo. The Library Advisory Board reviewed the draft policy and recommended approval.

Recommendation: Approve the Policy.

9d Consideration of Police Department General Orders – The Council is asked to review and consider updates to three (3) existing General Orders as described in Chief Woessner's memorandum. The policies are being updated to reflect changes directed by the Police Officer Standards and Training (POST) Council and as part of the Department's preparations for meeting the Accreditation Standards.

Recommendation: Approve the General Orders

9e Discussion of the Town's Tax and Assessment relief programs – The Council has asked to discuss the various property tax and assessment relief program available in the Town for the purpose of considering whether adjustments should be made. Information on the various programs that are universally available under state law or optional programs that have been implemented in East Hampton is included in the attached information. A notation by each program indicates the number of property owners that are currently using the program.

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, October 11, 2022
Town Hall Council Chambers and Zoom

MINUTES

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

Not Present: Brandon Goff

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. Peterson, to adopt the agenda adding a Resolution for the East Hampton Housing Authority and an item for the Formation of a Building Committee for the Middle School Roof Replacement. Voted (6-0).

Approval of Minutes

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve the minutes of the Town Council Regular Meeting of September 27, 2022 and Town Council Special Meeting of October 4, 2022 as written. Voted (6-0)

Public Remarks

Mary Krogh, 92 Young Street and President of the East Hampton Lions and Sandy Fries, 370 Moodus Road and Director of the East Hampton Food Bank. Ms. Krogh provided background on the programs the Lions Club worked on during COVID for food distribution in town. The Foodshare pallet distribution has changed. Beginning on October 27th and every other week after a truck will be visiting the parking lot at St Patrick Church to distribute food. They need to have 50 people each time in order for the truck to return. Ms. Krogh asked if during the winter if there is snow would a path be able to be cleared between Chatham Acres and the St Patrick Church parking lot.

Christina Tammaro-Dzagan, 34 South Main Street and Chairperson of the Board of Education, spoke in favor of the Administrators Agreement. She noted the Administrators are vital to the education system and noted their achievements and dedication. She urged support of the contract.

Presentations

None

Bids & Contracts

Review and Possible Approval of the East Hampton School Administrators Contract

The Council received the negotiated three-year contract for the School Administrator staff effective July 1, 2023 through June 30, 2026. The Council can approve, reject or take no action on the agreement. No action would cause the agreement to be approved after a 30-day period.

Ms. Walck and Mr. Peterson requested this item be on the agenda for a 2nd reading at the next meeting.

Resolution/ Ordinances/ Policies/ Proclamations

Board of Education Middle School Roof Replacement Project

1. Resolution Regarding Replacement of the Roof at the East Hampton Middle School

This resolution authorizes the application for and acceptance of the grant; establishes a building committee consisting of a Board of Education member, a Town Council member, a member of the public and the Facilities Director (ex officio and non-voting); and authorizes development of schematic designs.

A motion was made by Mr. Reich, seconded by Mr. Feegel, to adopt the resolution as presented. Voted (6-0)

2. Resolution Rescinding the Allocation of American Rescue Plan Funds

This resolution rescinds an earlier decision of the Council to allocate ARPA funds to the Middle School Roof Replacement Project. In order to maximize the outside grant funds, staff recommends the Town not directly use ARPA funds.

A motion was made by Mr. Reich, seconded by Ms. Walck, to adopt the resolution as presented. Voted (6-0)

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

The Board of Education has requested an additional appropriation for the current fiscal year to support the hiring of three additional Armed School Security Officers. The proposed appropriation of \$105,000 was considered by the Board of Finance who recommended approval of the appropriation using funds in the Town's unassigned general fund balance. Council members asked the Superintendent to confirm the amount of money actually needed if the positions are filled in January. Superintendent Smith indicated that \$85,000 would be appropriate.

A motion was made by Mr. Reich, seconded by Mr. Brown, to adopt the resolution with the correction of the dollar amount needed to \$85,000. The Town Meeting will be set for Tuesday, October 25, 2022 at 6:00pm at Town Hall for a vote on the appropriation. Voted (6-0)

Resolution Creating the East Hampton Housing Authority

The resolution will repeal the current Housing Authority of the Town of East Hampton and creates a new East Hampton Housing Authority.

A motion was made by Ms. Walck, seconded by Mr. Feegel, to adopt the resolution as presented. Voted (4-2) Mr. Reich and Mr. Brown against.

Continued Business

Sub-Committee Reports & Updates:

No updates

New Business

Review of Recommended Modifications to the Business Incentive Program Ordinance and Potentially Set Public Hearing

Economic Development Commission Chairman Matthew Reich provided an overview of the proposed changes to the ordinance that will clarify and enhance the program. Chairman Philhower commented that the document needs to be more business friendly, the timeframes are an issue, the project should be able to be started and/or finished then the business can apply. He suggested the group look at Portland's program.

Consideration of Police Department Policies/ General Orders 3.3, 3.4, 3.5, 5.1, 5.7, 5.10, 5.23, and 9.8

Police Chief Dennis Woessner provided an overview of the following General Orders

1. General Order 3.3 Use of Chemical Agents
2. General Order 3.4 Impact Weapons
3. General Order 3.5 Reporting & Investigating Force
4. General Order 5.1 Patrol Administration
5. General Order 5.7 Arrest Processing
6. General Order 5.10 Securing Prisoners
7. General Order 5.23 Body Worn & Dashboard Cameras
8. General Order 9.8 Drug Recognition Expert (new)

A motion was made by Ms. Walck, seconded by Mr. Reich, to approve the General Orders listed above as presented. Voted (6-0)

Town Manager's Report

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office.

Appointments

Formation of a Building Committee for the Middle School Roof Replacement Project

A motion was made by Mr. Philhower, seconded by Ms. Walck, to appoint Council Member Kevin Reich to the Middle School Roof Replacement Project Building Committee. Voted (6-0)

Discussion of Potential Removal of Housing Authority Board Members and Determination of Hearing Process

A motion was made by Mr. Philhower, seconded by Ms. Walck, to appoint the following to the newly created Housing Authority board:

- Ted Hintz, Chairman – 5-year term
- Ann McLaughlin – 4-year term
- Pauline Simko – 3-year term
- Terry Concannon – 2-year term

Voted (4-1-1) Mr. Reich against; Mr. Brown abstained.

Tax Refunds

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve tax refunds in the amount of \$1,936.05. Voted (6-0).

Public Remarks

None

Communications, Correspondence & Announcements

None

Adjournment

A motion was made by Mr. Reich, seconded by Mr. Peterson, to adjourn the meeting at 7:15p.m.

Voted (6-0).

Respectfully Submitted,

Cathy Sirois
Recording Clerk



EAST HAMPTON
PUBLIC SCHOOLS

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

PAUL K. SMITH
Superintendent of Schools

MARY E. CLARK
Director of Curriculum and Instruction

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

KAREN HITCHCOCK ASETTA
School Business Manager

MEMO

TO: Dave Cox, Town Manager

FROM: Paul K. Smith, Superintendent of Schools

DATE: September 27, 2022

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

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

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

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

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

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



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September 23, 2022

Via E-Mail to: psmith@easthamptonct.org

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

- Privileged and Confidential -

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

Dear Superintendent Smith:

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

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

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

Summary of Tentative Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Page 5

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

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

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

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

Very truly yours,



Zachary D. Schurin, Esq.

DIRECT COST IMPACT

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

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

Compensation

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

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

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

Health Insurance

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

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

Total Net Costs

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

COLLECTIVE BARGAINING AGREEMENT

between

The EAST HAMPTON BOARD OF EDUCATION

and

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

July 1, 2023 through June 30, 2026

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

INTRODUCTION

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

ARTICLE I
GENERAL

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

ARTICLE II
RECOGNITION

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

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

ARTICLE III
ABSENCES

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

A. Sick Leave

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

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

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

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

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

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

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

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

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

B. Personal Leave

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

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

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

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

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

E. Catastrophic Illness or Physical Disability

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

F. Extended Professional Leave

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

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

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

G. Association Leave

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

ARTICLE IV
ANNUAL LEAVE

A. All 12 month administrators represented by the EHSAA shall be entitled to five weeks (25 days) paid vacation subject to Section A.3.

1. Administrators are encouraged to utilize all vacation time during the year in which it is earned. Vacation leave may be taken during the school year with the prior approval of the Superintendent.

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

B. The following paid holidays shall be granted:

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

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

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

ARTICLE V

ADMINISTRATIVE ASSIGNMENTS

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

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

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

ARTICLE VI
COPIES OF CONTRACT

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

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

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

C. Time Limit

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

D. Procedure

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

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

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

E. Miscellaneous

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

ARTICLE VIII
JUST CAUSE

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

ARTICLE IX
INSURANCE BENEFITS

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

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

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

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

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

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

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

ARTICLE X
PROFESSIONAL DEVELOPMENT

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

ARTICLE XI
MILEAGE

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

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

ARTICLE XII
SALARIES

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

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

\$3,800 effective July 1, 2023

\$4,100 effective July 1, 2024

\$4,400 effective July 1, 2025

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

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

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

ARTICLE XIII **REMOTE WORK**

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

ARTICLE XIV **SEVERABILITY**

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

ARTICLE XV **DURATION**

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

SIGNATURE BLOCK

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

EAST HAMPTON BOARD OF EDUCATION

By _____

Date _____

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

By _____

Date _____

SCHEDULE A
East Hampton Administrative Salary Schedule

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

Longevity

10 Years = \$400

15 Years = \$600

20 Years = \$800

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

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

CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

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

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

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

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

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

*Source: Healthcare Bluebook: healthcarebluebook.com

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

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

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

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

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

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

Be the picture of health

Check out these programs and services to be your healthy best

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

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

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

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

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

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

Find support for mental health issues

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

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

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

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

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

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

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

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

Get access to care wherever you go

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

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

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

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

Customer service helps you get answers and much more

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

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



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

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

³ Appointments subject to availability of therapist.

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

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

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

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

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



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

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

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

Preferred and Non-Preferred Brand-Name Drugs

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

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

If You Choose a Brand Name When a Generic Is Available

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

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

Mandatory 90-day Supply for Maintenance Medications

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

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

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

Health Enhancement Program Requirements

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

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



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

Additional Requirements for Those With Certain Conditions

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

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

If You Do Not Comply with the requirements of HEP

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

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

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

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

Care Management Solutions

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

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

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

Anthem Blue Cross and Blue Shield

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

Caremark (Prescription drug benefits)

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

CIGNA (Dental and Vision Rider benefits)

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

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

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

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

Proclamation

PAUL BOULANGER EAST HAMPTON AMBULANCE ASSOCIATION

WHEREAS, Paul Boulanger started with the East Hampton Ambulance Association in 1972 as an accident responder with advanced first aid skills; and

WHEREAS, Paul Boulanger was instrumental in recruiting new members and training them in the proper use of equipment and how to care for patients; and

WHEREAS, Paul Boulanger was in the first official Emergency Medical Technician (EMT) class when Connecticut created the program; and

WHEREAS, Paul Boulanger has continued to mentor new members going through the EMT training; and

WHEREAS, Paul Boulanger has been a committed member of the East Hampton Ambulance Association and has been the steadying influence to all members; and

NOW, THEREFORE, WE THE EAST HAMPTON TOWN COUNCIL, on behalf of the citizens of East Hampton, do hereby congratulate and thank Paul Boulanger on 50 years of dedicated service with the East Hampton Ambulance Association.

EAST HAMPTON TOWN COUNCIL

Mark Philhower, Chairman

Timothy Feegel, Vice Chairman

James Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

Dated this 25th day of October 2022



Office of Public Works

Matthew Walsh, P.E., Director

MEMO

TO: David Cox, Town Manager

FROM: Matthew Walsh, Director of Public Works

DATE: 10/20/2022

SUBJECT: *Application for Hazard Mitigation Grant Hales Brook Culvert*

This memo is a general overview of the application prepared for submission to DEMHS Security Hazard Mitigation Grant Program.

This project proposes to replace the 3 metal culvert pipes that convey Hales Brook under Lake Drive to Lake Pocotopaug with a precast concrete box culvert. The existing metal pipes have outlived their service life and become severely corroded. This has caused sink holes to form in the road and reduced flow capacity leading to recurring flooding during larger rain events. A conceptual design, detailed project timeline and a preliminary cost estimate for the project have been completed and will be included with this application.

This grant program through FEMA allows for a 90% federal and 10% local cost share. Currently, our engineering firm, B and L, estimates this project to cost approximately 1.5 million dollars of that total cost the towns share is \$150,000. I propose that \$50,000 be allocated per year over the next three fiscal years to cover the Town's portion of this match, which will allow for construction in the fall of 2025.

Thank you for your consideration.

RESOLUTION

East Hampton Town Council

A Resolution Authorizing a Hazard Mitigation Grant Program Application
Related to Hales Brook and Lake Drive

DRAFT – October 20, 2022

WHEREAS, the Town of East Hampton’s approved Natural Hazards Mitigation Plan identifies replacement of the undersized and deteriorating culverts transmitting Hales Brook under Lake Drive to prevent and mitigate flooding and other hazards, and

WHEREAS, the Town of East Hampton (“Town”) anticipates construction of the proposed improvements in the upcoming four year period and anticipates funding the local share of the project costs through its Capital Improvements Plan and Fund, and

WHEREAS, the Town desires and needs outside resources in the name of the federal Hazard Mitigation Grant Program to undertake the project and, as such, desires to make certain statements as appropriate to facilitate an application for said grant and project.

NOW, THEREFORE, BE IT RESOLVED by the Town of East Hampton Town Council that the Town Manager is hereby authorized and directed to apply for a Hazard Mitigation Grant and to accept the grant for replacement of the undersized and deteriorating culverts transmitting Hales Brook under Lake Drive.

BE IT FURTHER RESOLVED, that the Town of East Hampton anticipates funding the required local share of approximately \$150,000 through regular contributions of Town funds to the Town’s Capital Improvement Fund in the upcoming fiscal years during which the project is actively under way.

BE IT FURTHER RESOLVED, that the Town Manager be, and hereby is, authorized and directed to enter into, execute, deliver and implement any and all agreements, contracts and documents necessary to obtain said Hazard Mitigation Grant.

Approved this 25th day of October, 2022.

[SIGNATURES FOLLOW]

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk

Upload a file or provide a description below of the proposed project and the work to be accomplished:

Upload Scope of Work Narrative

The Hales Brook culvert crossing on Lake Drive is on north side of Pocotopaug Lake just west of Jones Beach. The existing culverts are undersized and in poor condition and this results in flooding of the roadway and adjacent property. The deterioration of the pipes is repeatedly causing sink holes within the roadway. These conditions pose safety hazards to vehicular traffic and impede emergency service responses.

The project location is located within the town owned Lake Drive right-of-way and impacts approximately 200 linear feet of roadway. Project designs such as cofferdams will be used to allow the installation of the new culvert to be installed in the dry and minimize impacts to the adjacent wetlands and waterbodies. The hydraulic design analysis for the existing and proposed structures will be completed in accordance with the CT DOT Drainage Manual and will ensure that no adverse impacts would occur upstream and downstream of the proposed structure. The crossing is within the CTDOT Structure Class "Intermediate" due to its drainage area and will be analyzed for a 100-year flood frequency. This is the anticipated level of protection to be provided with the proposed project.

The project schedule for survey, design, permitting and construction is included in section H. The anticipated time for permit review for CT DEEP and Army Corps pushes the design completion to the Spring of 2025. An outline of the expected construction activities is listed below:

The active construction will begin in mid- October after the level of the lake is lowered. A temporary traffic detour will be set up to allow for closure of the roadway and faster construction completion. Bypass water handling barriers will be installed and one of the existing pipes will be used during construction as a bypass pipe of the Hales Brook flow to the lake. Cofferdams will be installed to allow construction in the dry.

Remove other two existing pipes;

Install sanitary sewer bypass and complete new sanitary sewer/manhole installation;

Installation of new box culvert and headwalls. Relocate bypass water handling barriers & cofferdam and direct flow into new box culvert;

Remove existing cm pipe used for temporary bypass;

Construction the endwalls and install the bridge rail and roadway guide railing;

Complete the construction of the road and the sidewalk. Install temporary pavement and open the roadway to traffic;

In the Spring, remove/reclaim the temporary pavement and install the final pavement.

The proposed replacement of this crossing is included in the town's FEMA-approved Multi-Hazard Mitigation Plan. The project will replace the existing deteriorated pipes with an appropriately sized structure to eliminate roadway failures such as sink holes, allowing the roadway to remain open and eliminate frequent roadway disruptions for repair. The project will also include a replacement structure size and any roadway modifications necessary to minimize flooding occurrences and road closures. This alternative is consistent with the Town's Mitigation Plan and was selected over other alternatives as discussed in Section G.

Level of Protection: (e.g. 25-yr event) **100-year anticipated**

It is recommended for best use, to download the application and open in Adobe rather than opening in a browser.

**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY
SERVICES & PUBLIC PROTECTION**



**Division of Emergency Management & Homeland
Security Hazard Mitigation Grant Program Application**

**FOR USE IN APPLYING FOR THE FOLLOWING GRANT
PROGRAMS:**

**Hazard Mitigation Grant Program
Disaster Declaration
<insert disaster number>**

**DEADLINE FOR APPLICATIONS IS ONE YEAR FROM
DATE OF DISASTER DECLARATION**

**DESPP/DEMHS
1111 Country Club Road
Middletown, CT 06457**

This package has been developed to assist prospective Sub-grantees in the preparation of Hazard Mitigation Grant Program (HMGP) applications. The package outlines the specific information required for the State and Federal government to review proposed mitigation activities.

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Instructions to Applicants:

Below are instructions for filling out each of the forms contained in this grant application kit. If you need assistance filling out this application kit, please contact the Division of Emergency Management and Homeland Security (DEMHS) at DEMHS.HMGP@ct.gov

For all forms that require an original signature, the signature location on the form will be indicated by this tab:



Much of the information in this application requires either checking a box or placing an (X) within a pair of brackets. Please note that some information requires checking only one option and other information will ask you to check all options that apply to this application.

Types of Projects Which Are Eligible Under This Grant:

Projects which mitigate or eliminate damage resulting from natural disasters are generally eligible under the Hazard Mitigation Grant Program (HMGP). Eligible projects may include:

- **Localized Flood Risk Reduction Projects:** Projects to lessen the frequency or severity of flooding, and decrease predicted flood damage, within an isolated and confined drainage or catchment area that is not hydraulically linked or connected to a larger basin.
 - **Non-localized Flood Risk Reduction Projects:** Projects that lessen the frequency or severity of flooding, and decrease predicted flood damage, within an area that is hydraulically linked or connected to a drainage basin that is regional in scale.
 - **Projects that protect flood prone homes or other insurable buildings:** Projects can include elevating a home or building to prevent flooding, purchasing and removing the building from the flood prone area, or constructing small levees or berms to prevent water from entering a building. In order to qualify for funding the building must be occupied, and insurable against flooding.
 - **Projects that protect buildings from wind damage:** Projects can include installing window and/or door shutters, impact resistant glass, or installing hurricane clips to attach the roof to the walls of the building. In order to qualify for funding the building must be occupied and insurable against wind damage.
- (See FEMA's [Hazard Mitigation Assistance \(HMA\) Guidance](#), p. 33 for more information)

The Role of Municipalities in Selecting Projects:

It is strongly recommended that municipalities reach out to their coastal or flood prone homeowners to make them aware of this grant program. Municipalities should be looking to their residents for projects such as, elevating homes or purchasing and removing homes from the floodplain, installing storm shutters, elevating utilities or installing hurricane resistant windows. The municipal role in the HMGP is to serve as the applicant on behalf of homeowners or businesses (or even town agencies) in applying for the HMGP grant.

The Applicant Information and Data Sheet:

The Applicant Information and Data Sheet on page 4 is the form that provides DEMHS with your municipal point of contact and other information. Please provide the requested information in boxes 1 – 13 of the form. Some boxes contain context sensitive help. To view the help screen for each box just pass your mouse pointer over the colored question field. A help box will appear with further instructions.

Special Note:

Box #4 on the form is specifically for the name of the person (typically the Chief Executive Official) who will sign the grant application on behalf of the municipality.

Planning Requirement:

A FEMA-approved Natural Hazard Mitigation Plan in accordance with 44 Code of Federal Regulations Part 201 is a pre-requisite for a FEMA HMGP grant award. HMGP Sub-grantees must have a FEMA approved local (or be part of a multi-jurisdictional) hazard mitigation plan at time of obligation of funds. In order to ensure that plans are approved prior to a grant award being issued, all towns that do not have an updated Local Hazard Mitigation Plan are required to apply for funding to update their plans at the same time as they apply for funding to complete projects under the HMGP.

Cost Overruns:

Please note that the Federal Emergency Management Agency (FEMA) and the Department of Emergency Services and Public Protection/ Division of Emergency Management and Homeland Security (DESPP/DEMHS) shall not be responsible for any cost overruns: any cost overruns shall be the sole responsibility of the sub-grantee. **Any Scope of Work modifications must be submitted to DEMHS and approved by FEMA prior to work being completed.**

Should assistance be required in the preparation of your Sub-Application, you may wish to contact the DEMHS Mitigation Grants Unit at DEMHS.HMGP@ct.gov.

The Hazard Mitigation Grant Program (HMGP) application must be submitted electronically by email **and** by hardcopy/mail:

- DEMHS.HMGP@ct.gov
- DESPP
DEMHS/HMGP 3rd Floor
1111 Country Club Road
Middletown, CT 06457

[Hazard Mitigation Assistance Guidance](#) is available from the FEMA library.



State of Connecticut
Division of Emergency Management and Homeland Security Fiscal Year 2019
Grant Application
Disaster Number: <insert disaster number>



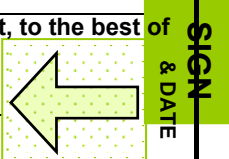
1. Please submit all completed applications, including attachments, electronically via email to:
DEMHS.HMGP@ct.gov
Subject Line: HMGP Grant Application: <insert disaster number>
2. In addition, please send one completed hardcopy application, including all attachments, to:
ATTN: DEMHS Grants Unit
Hazard Mitigation Grant Program: Hazard Mitigation Grant Program Application <insert disaster number>
Division of Emergency Management & Homeland Security, 1111 Country Club Road, Middletown, CT 06457

APPLICANT INFORMATION AND DATA SHEET

1. Name of Municipality or Agency Applying For Subgrant: Town of East Hampton	2. Total Funding Requested: Please note that FEMA & DESPP shall not be responsible for any cost overruns. Cost overruns shall be the sole responsibility of the sub-grantee.
3. Point of Contact (Project Director) Name & Address: Name: Matthew Walsh, P.E. Title: Director of Public Works Organization: Town of East Hampton Address Line 1: 1 Community Drive Address Line 2: City: East Hampton State: CT Zip: 06424 Phone: 860-267-4747 Fax: Email: mwalsh@easthamptonct.gov	4. Official Authorized to Sign for the Applicant: Name: David E. Cox Title: Town Manager Organization: Town of East Hampton Address Line 1: 1 Community Drive Address Line 2: City: East Hampton State: CT Zip: 06424 Phone: (860) 267-4468 Fax: Email: dcox@easthamptonct.gov
5. Street Address of Buildings Being Mitigated If the project being proposed involves privately owned buildings, provide the following information: Owner's Name: Address Line 1: Address Line 2: City: State: Zip: Phone: Fax: Email:	6. Financial Officer of Municipality or Agency Name: Jeff Jylkka Title: Finance Director Organization: Town of East Hampton Address Line 1: 1 Community Drive Address Line 2: City: East Hampton State: CT Zip: 06424 Phone: 860-267-7548 Fax: Email: jjylkka@easthampton.gov

7. I, the undersigned, for and on behalf of the named municipality, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true.

SIGNATURE OF AUTHORIZED OFFICIAL: _____ Date _____



8. Applicant FEIN: 06-6001987

FEDERAL SINGLE AUDIT INFORMATION

ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS

- Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regards to the use of federal grant funds within 45 days of receipt of their audit report. This notification must identify the finding(s) / deficiencies and a corrective action plan for each.
- All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, age within 45 days of the receipt of that report.

Please initial here to indicate that you have read and understood this requirement.

Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.

9. Applicant Fiscal Year End: June 30, 2023	10. Date of Last Audit: 06/30/2021
11. Dates Covered by Last Audit: 07/01/20 to 06/30/2021	12. Date of Next Audit: 12/31/2022
13. Dates to be Covered by Next Audit: 07/01/22 to 06/30/2023	

DEADLINE FOR APPLICATIONS IS ONE YEAR FROM DISASTER DECLARATION

Summary of Project Application

Project Type: *Check all that Apply*

<input type="checkbox"/> Property Acquisition	<input type="checkbox"/> Infrastructure Retrofit	<input type="checkbox"/> Generator
<input type="checkbox"/> Structural Elevation	<input type="checkbox"/> Advance Assistance	
<input type="checkbox"/> Floodproofing	<input type="checkbox"/> Other	<input type="text" value="<If Other, please describe>"/>

County: Congressional District: 1 2 3 4 5

Fed Tax ID: FIPS:

Project Title:

Community in good standing with the National Flood Insurance Program? Yes No

NFIP Comments:

Mitigation Plan Status & Information (plan must meet requirements of 44 CFR Part 201):

Approved (and Locally adopted) – please indicate FEMA approval date:

Expired Plan: Expiration Date of Local Hazard Mitigation Plan:

No Plan: A FEMA-approved hazard mitigation plan – consistent with 44 CFR Part 201 – prerequisite for all FEMA mitigation grant programs project applications.

Mitigation Plan Status Comments:

Below section to be completed by Sub-grantee:

Sub-grantee Town of East Hampton Community Name **East Hampton**

Name Project Title Hales Brook Culvert Replacement

Below section to be completed by State:

State Reviewer:

Phone:

Email:

Below section to be completed by FEMA:

Date Received at FEMA

FEMA Reviewer:

Phone:

Email:

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Sub-Application Completion Checklist

This checklist will assist local communities and consultants in developing a complete Hazard Mitigation Grant Program (HMGP) Sub-Application. Project Sub-Applications submitted for funding shall use the [2015 FEMA Hazard Mitigation Assistance \(HMA\) Guidance](#).

Project Sub-Application Task	Page Number location in this Application	State Review	FEMA Review
SECTION 1: PROJECT SUB-APPLICATION			
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Special Conditions (Signature Required)			
General Conditions (Signature Required)			
Assurances (Signature Required)			
Maintenance Agreement (Signature Required)			

A. Project location

Provide below or attach a brief description of the project location. Include the name of the municipality and county, intersecting streets, and easily identified landmarks such as waterbodies and structures. Include the street address of the property, if applicable.

The project is located at the Hales Brook crossing on Lake Drive, East Hampton, Connecticut 06424 in Middlesex County. Hales Brook flows into Pocotopaug Lake. The existing culverts are located approximately 115 feet east of Boulder Road within the town's Lake Drive Right-of-Way. The project is adjacent to 2 Boulder Road to the north and Pocotopaug Lake to the south.

Please provide project Latitude and Longitude (decimal degrees, including six or more decimal places) in the spaces below or on additional sheets. For projects with multiple structures or sites, provide lat/long for each structure or site. For projects that cover larger geographic areas provide a lat/long for the key project element.

Latitude Longitude

B. Description of Existing Conditions

Provide below or attach a clear description of the existing conditions that your project is intended to mitigate. Provide a brief description of the existing conditions, including but not limited to, the type of hazard and cause of the problem (e.g. flooding, erosion, wind, etc.), the frequency with which damages occur, number of properties/roads affected, number of repetitive loss properties, etc. You may include a sketch if you feel it will help describe the problem. Do not describe the proposed solution (yet).

[Upload Additional Existing Description](#)

There is an undersized crossing of Hale Brook under Lake Drive in East Hampton, CT. The existing crossing consists of three (3) pipes: one (1) 36" x 58" Corrugated Metal Pipe (the original pipe) and two (2) 27" x 43" Asphalt Coated Corrugated Metal Pipes that are on either side of the original pipe. The existing pipes have shallow cover and their sizes are restricted due to an existing 18" diameter sanitary sewer below the crossing and two adjacent sanitary manholes on either side. The continued deterioration of the existing pipes can also lead to increased filtration of water into the road subbase and scouring of materials with potential impacts to the existing 18" sanitary sewer crossing beneath these culverts.

The roadway over the crossing is approximately 24 feet wide with no curbing on the north side and concrete curb on the south side. There is an existing concrete sidewalk on the south side of the roadway and an existing wooden pedestrian bridge carries the walkway above the outlet of the crossing at Pocotopaug Lake. The original construction date is unknown. The undersized crossing results in frequent roadway flooding (approximately XX times per year) and the existing pipe deterioration has caused pavement "cave-in" failure along the pipe crowns resulting in the formation of sink holes at the existing ground surface that continue to expand. The sink holes appear about twice a year and pose a safety hazard to vehicle traffic, pedestrians, and emergency services. When it is required to close the road due to conditions, a lengthy detour is required around Pocotopaug Lake to reach existing residential properties in the area.

C. Scope of Work (Project Description)

A detailed scope of work (SOW) is a description of all work required to implement the proposed activity and the associated cost and timeframes. Provide a complete and detailed description of the proposed project. SOW tasks include examples below, but are not limited to:

- Describe the source of the hazards and risk to life, safety and improved property that you are trying to solve
- Physical area to be affected by the proposed project
- For flood related projects please describe/discuss any potential upstream/downstream impacts of proposed improvements
- Survey, Design & Engineering, Permitting, Bidding & Advertising, Construction, Site Preparation, Erosion Control, Utility Relocation/Re-connection, Direct Administrative Cost and Project Close-out
- Construction methods, including excavation or earth moving activities, if applicable
- If project is implemented, explain how it will reduce future damages
- How is the project an improvement over the existing conditions? (Maintenance & repair is not considered an improvement and is not eligible under this grant program)
- Describe how the project is consistent with the goals, strategies and recommended actions outlined in your FEMA-approved Multi-Hazard Mitigation Plan
- Describe how proposed project would address the existing conditions previously identified
- Indicate the level of protection to be provided (frequency or intensity of event to be mitigated; e.g. 100-year flood, 100 mph wind event, etc.)
- Explain level of public involvement in the decision to select the proposed project
- Explain any project issues that may arise during the performance of this project (e.g. low public participation, large and complex organization) administrative, technical, economic, legal or environmental issues.
- Explain why the proposed project was selected over the other alternatives (see section D.)

Note: If the project is intended to protect a critical facility from flooding, the project should be designed to provide protection from a 500-year event plus 2 feet. Critical facilities include residential homes, generating plants, other utility lines, nursing homes, housing for the elderly, fire and police stations, hospitals, and other facilities that provide public health and safety services.

Any Scope of Work modifications must be submitted to DEMHS and approved by FEMA prior to work being completed.

D. Project Photographs

Attach photograph of the project site. Also include photos of any structure or unique features likely to be impacted by the project. Note the position, direction, and date that the photo was taken on a drawing or sketch of the project site. The Sub-grantee should also provide aerial photography of the project area.

Image Attachment	input image description
Image Attachment	input image description
Image Attachment	input image description
Image Attachment	input image description
Image Attachment	input map description

E. Project Maps

Provide a site location map(s) that clearly identifies the proposed project. A United States Geological Survey (USGS) topographic quadrangle map or a detailed local road map is ideal for use as a location map. Provide the site location, including a north arrow, title, and legend from the original map on an 8-1/2 x 11 sheets. Additionally, Provide wetlands map or waterways (if applicable and available), roads, and other surrounding area should be noted. If applicable, identify adjacent community boundaries.

Note: Assessor's maps are required for Acquisition/Relocation/Elevation projects.

Map Attachment	input map description
Map Attachment	input map description
Map Attachment	input map description

F. Project Drawings

A drawing detailing the proposed project must be included in the Sub-Application. The drawing should be large enough to show the location of existing structures, proposed structures, and surrounding areas that may be impacted by the project, such as staging areas and temporary access points. Existing and proposed conditions may also be shown on separate drawings.

Detailed engineering plans are not required, but should be submitted if available and/or applicable to the project.

The following is a list of items that are typically included on project drawings and that should be included in drawings to the extent practicable. Some items may not be applicable for all projects. If exact dimensions or quantities are not known, provide estimates.

1. Existing Conditions* (*existing structures are generally drawn with a dashed line*)

- Waterway name and direction of flow
- Waterway or shoreline boundaries (water's edge)
- Wetland areas
- Right-of-way and property lines
- North arrow
- Existing structures (culverts, catch basins, drainage systems, retention ponds, etc.)
- Special use or conservation areas
- Vegetated or forest areas that would be impacted
- Adjacent roadways
- Existing buildings & utilities
- Any structure/land feature likely to be impacted by the proposed project
- Cross-Section

Map Attachment

input drawing description

2. Proposed Conditions* (*proposed structures are generally a solid line*)

- Location and dimensions of proposed structures
- Limits of proposed fill (est. quantity) or excavation (est. quantity)
- Project limits
- Limits of encroachment into wetlands or waterbodies
- Limits and dimensions of shoreline stabilization (est. quantity)
- Major clearing of vegetation (est. area)
- Any structure or land feature modified by the proposed project
- Drainage area(s) (attach drainage calculations if available)
- Cross-Section

Map Attachment

input drawing description

**if applicable to project type/application*

G. Alternatives

Attach an evaluation of two (2) feasible alternatives to the proposed project. A description of the alternative projects may include but are not limited to:

- A description of the work to be accomplished
- The level of protection
- The pros and cons of that alternative
- A description of why this alternative was not selected
- Estimated project costs

A detailed scope, budget, and work schedule is required for the proposed project only. (Not alternatives)

Alternative #1: Pipe Re-Lining

Description:

Re-lining the pipes could extend the life of the pipes and may help with some of the roadway settlement issues but this would not address the insufficient capacity of the pipes and the flooding issues. Lining the pipes would actually reduce the available capacity within the pipes. This alternative does not meet the goals and recommended actions that are included in the town's FEMA-approved Multi-Hazard Mitigation Plan and was not chosen.

Level of Protection (Years): Estimated Cost:

Alternative #2: Null (No Improvements Made)

Description:

Under this alternative, the Town would continue to maintain the existing culvert with routine and major maintenance efforts in an attempt to extend the useful life of the structure. This would result in increased maintenance costs and eventually a total failure of the existing pipes would necessitate a replacement project such as the current proposal. No protection of the existing sanitary sewer would be provided.

The Town would require regular inspections of the crossing to monitor section losses and condition limits. Careful attention should be paid to the overall shape of the culvert pipes. As section losses increase, the pipe will likely start to deform by either caving in from the top or sides, or by upward heaving from the bottom of the pipe. As the pipe deforms, there will likely be visible evidence of roadway settlement. This alternative will not satisfy project objectives and is not consistent with the Town's Mitigation Plan and will not be considered further.

Level of Protection (Years): Estimated Cost:

H. Work Schedule

Please provide a detailed work schedule and timeframe for the proposed project (attach a separate schedule or add additional lines as necessary below).

Make sure work schedule allows for grant administration [sub-grant contract execution, close-out, etc], final design and permitting, bidding and advertising, and unanticipated delays. Also consider construction season – FEMA award/performance period may occur during non-construction season. Be conservative and request more time than you think you need – you will not be penalized for completing the project sooner than the requested performance period. FEMA allows up to a three year performance period from the date of grant award.

Task	Months from Award	
	Start	Complete
Grant Administration (36 months)	May 2023 (0)	May 2026 (36)
Survey/Prelim Design (4 months)	July 2023 (2)	Oct. 2023 (5)
Permitting (12 months)	Oct. 2023 (5)	Oct. 2024 (17)
Final design (5 months)	Nov. 2024 (18)	March 2025 (22)
Construction Bidding (3 months)	March 2025 (22)	May 2025 (24)
Construction (9 months)	September 2025 (28)	April 2026 (35)
Lake Lowered/Active Construction	Oct. 15, 2025	Dec. 15, 2025
Substantial Completion		Dec. 15, 2025
(Temporary pavement - open road)		
Final Pavement Installed	April 2026	April 2026
Closeout (6 months)	Dec. 2025 (31)	May 2026 (36)

Total estimated time for project completion **Months**

I. Maintenance Schedule and Associated Cost:

Provide maintenance schedule for the useful life of the project

The Town of East Hampton DPW staff will provide routine maintenance of the bridge after the culvert is replaced. Screenings/bridge inspections will also be completed and this cost is included in the estimated yearly maintenance costs of \$500.

Estimated annual maintenance cost

(For planning Sub-Applications a plan maintenance process needs to be included for monitoring, evaluating and updating the mitigation plan within a five-year cycle.)

J. Project Cost Information:

A detailed line item budget/cost estimate including narrative that describes all anticipated cost associated with the Scope of work for the proposed project. Sub-grantees are encouraged to be conservative when developing project cost estimates - grant award notification and ultimate project implementation/construction may be more than one-year after initial Sub-Application submission. **Attach Budget**

The proposed project cost estimate should be as detailed as possible, including but not limited to all work required to implement the proposed mitigation activity:

- Pre-Award Costs (see HMA Program Guidance for eligible costs)
- Survey
- Design & Engineering
- Permitting
- Bidding & Advertising
- Construction
- On-site Construction Management
- Site Preparation
- Erosion Control
- Utility Relocation/Re-connection
- Project Close-out

Project costs should be as detailed as possible and include specific line item name, quantities, rates, units of measurement (SF, CY, LF, etc.), unit costs, etc. Sub-grantees should provide the source of the estimate (e.g. documented local cost, bids from qualified professionals, published national or local cost estimating guides). Lump Sums should be avoided when possible.

Bid or Estimate 1

Bid or Estimate 2

Bid or Estimate 3

If 'in-kind' contributions of labor or materials devoted to the project are being claimed as part of the grant match requirements, provide documentation of the basis for the valuation of the contributions. Note: Home elevation and acquisition projects typically require a cash match. In the case of an acquisition the price offered for the home will be reduced by the amount of the match. In the case of an elevation the reimbursement rate will be equal to the federal cost share (e.g. the reimbursement amount will be 75% of the costs).

K. Estimated Project Cost Share

Provide the cost and funding cost share information (round figures to the nearest dollar). The maximum FEMA share for a HMGP project is 75%. * SEE NOTE BELOW

Funding Sources	Funding Amount	% of Total Costs
Federal	\$ 1,314,333.00	Maximum 75% 90%
Non Federal (local share)	\$ 146,037.00	Minimum 25% 10%
Total Project Cost	\$ 1,460,370.00	100%

A match commitment letter is required for all projects. For private homeowner elevation/utility retrofit and acquisitions projects, where the non-federal share is being provided by the homeowner(s), please include a letter from the homeowner(s) committing to the non-federal share and any ongoing or necessary maintenance. For a municipal project application please include a letter from the municipal Chief Executive Official committing to the non-federal share and any ongoing or necessary maintenance.

Attach Match Commitment Letter

*NOTE: FEDERAL MATCH INCREASED TO 90% PER FY22 OMNIBUS APPROPRIATIONS BILL SIGNED INTO LAW MARCH 15, 2022.

L. Other Funding Agencies

Has this project been submitted to any other Federal agency as a possible source of funding?

Yes
 No
 Unknown

Has funding been approved for this project from any other Federal or State agency?

Yes
 No

If Yes, from either of the above, provide the following information:

Agency

Name

Address

Contact Name

Phone Number

Amount

M. Mitigation Plan Status & Information (plan must meet requirements of 44 CFR Part 201):

Approved (and Locally adopted) – please indicate FEMA approval date:

Expired Plan: Expiration Date of Local Hazard Mitigation Plan:

Mitigation Plan Status Comments:

No Plan: A FEMA-approved hazard mitigation plan – consistent with 44 CFR Part 201 – is a pre-requisite for all FEMA mitigation grant programs project applications.

All municipalities that do not have a currently approved Local Hazard Mitigation Plan must submit a planning application for the creation or updating of their Local Hazard Mitigation Plan concurrent with any application for a project grant. Although a municipality may apply for a planning grant and also a project grant concurrently, project grants will not be awarded unless a municipality has a fully approved Local Hazard Mitigation Plan.

Briefly describe how the proposed project is consistent with the goals, actions and strategies in the community’s local or multi-jurisdiction hazard mitigation plan:

The proposed projects aligns with the Lower Connecticut River Valley Hazard Mitigation Plan Update (May 2021) Mitigation Strategies and Prioritization. Activity #3 in Table 5-3 East Hampton Hazard Mitigation Strategies and Prioritization states "Undersized culvert on Hale Brook at Lake Drive results in roadway flooding. Replace with larger culvert."

Attach local or multi-jurisdiction mitigation plan if desired

N. Public Notice/Official Newspaper Information

FEMA is required to publish a Public Notice for any project that has the potential to affect a wetland or floodplain.

Provide the following about your community's official newspaper(s):

Newspaper #1

Name

Address

Telephone #

Newspaper #2

Name

Address

Telephone #

O. Required Benefit-Cost Analysis (BCA) Information

Sub-grantees will be required to submit one (1) electronic copy of the completed BCA (exported zip file) and one (1) printed hardcopy of the BCA report from the FEMA Benefit-Cost Analysis Software Version 6.0 as part of the official HMGP Sub-Application.

Benefit-cost analysis (BCA) is a standardized, systematic way to count the benefits of a mitigation project and to compare these benefits to the costs of mitigation. A complete benefit-cost analysis counts *all* of the significant direct benefits of a mitigation project. A benefit-cost analysis always involves looking at damages and losses twice: first, before mitigation (the "as-is" situation) and second, after mitigation. The benefits of a mitigation project are simply the difference in expected damages and losses before and after the mitigation project are completed.

To be eligible for federal funding assistance thru any of FEMA's hazard mitigation grant programs, a mitigation project must be cost-effective (benefit-cost ratio of 1.0 or greater using the FEMA BCA software). The FEMA Benefit-Cost Analysis is the method used to determine the cost-effectiveness of a proposed hazard mitigation project. FEMA has developed a new/revised BCA Tool [Version 6.0] to assist Sub-grantees to determine the cost-effectiveness of their proposed mitigation project.

FEMA will not accept project Sub-Applications with a benefit-cost analysis conducted using older versions of the BCA software; Sub-grantees must use Version 6.0. The FEMA BCA software (and related training materials) are available for download at: <https://www.fema.gov/benefit-cost-analysis>

Benefits of a proposed mitigation project can generally be sorted into four main categories:

<p>Avoided Physical Damages</p>	<ul style="list-style-type: none"> ▪ Buildings ▪ Contents ▪ Infrastructure ▪ Landscaping ▪ Site Contamination ▪ Vehicles ▪ Equipment
<p>Avoided Loss-of-Function Costs</p>	<ul style="list-style-type: none"> ▪ Displacement costs for temporary quarters ▪ Loss of rental income ▪ Loss of business income ▪ Lost wages ▪ Disruption time for residents ▪ Loss of public services ▪ Economic impact of loss of utility services ▪ Economic impact of road/bridge closures
<p>Avoided Casualties</p>	<ul style="list-style-type: none"> ▪ Deaths ▪ Injuries ▪ Illnesses
<p>Avoided Emergency Management Costs</p>	<ul style="list-style-type: none"> ▪ Emergency operations center costs ▪ Evacuation or rescue costs ▪ Security costs ▪ Temporary protective measure costs ▪ Debris removal and cleanup costs ▪ Other management costs

P. Environmental/Historic Preservation Information

Please identify the environmental permits anticipated for project implementation (local Conservation Commission approval, Army Corps, etc.)

Does your project affect or is it in close proximity to any buildings or structures 50-years or more in age? If 'yes' please describe:

Yes No Unknown

Pre-Construction Notification (PCN) under USACE CT General Permit 19; LWRD License from the Land & Water Resource Division of CT DEEP; Local Inland Wetlands and Watercourses Agency Permit.

Does your project involve the disturbance of ground? If 'yes' please describe the past use and dimensions of the area to be disturbed:

Yes No Unknown

The project involves the replacement of existing culverts under a paved roadway. The past use is the same as the proposed use and the entire project area has been previously disturbed. Approximately 0.25 acre which is within the town road right-of-way will be disturbed to install new culverts, reconstruct 200 linear feet of road and install new bridge & road guide rail.

Are State and/or Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? If 'yes' please describe

Yes No Unknown

The project area is located within a CT DEEP mapped Natural Diversity Data Base Area (NDDB). The project information will be sent to CT DEEP for their review for any potential species that may be in the area.

Q. Waterway/Waterbody/Wetlands Information

This information can be obtained from the National Parks Service.

1. Name: Hales Brook which discharges into Pocotopaug Lake

2. Nationwide Rivers Inventory Designation:

<https://www.nps.gov/subjects/rivers/nationwide-rivers-inventory.htm>

N/A

Wildlife Fishery Scenic Historic Recreational

Cultural Geologic Water Quality Other

Is there a Flood Insurance Study (FIS) available for your community?

Yes No Unknown

R. Floodplain Location

Flood mitigation and drainage improvement project Sub-Applications must include a **Firmette** or copy of the flood insurance rate map (FIRM). **The project location and community panel number must be clearly identified.** Firmette's can be created on-line from FEMA's map service center at: [FEMA Flood Map Service Center](http://www.fema.gov/floodmap)

Attach copy of FIRM or FIRMETTE

S. National Flood Insurance Program (NFIP)

1. Is the Community participating in the NFIP? Yes No

If "Yes" provide the following:

NFIP Community ID #(CID)

Map Date:

2. Is the project located in a Special Flood Hazard Area (SFHA)? Yes No

3. Is the project located in a Regulatory Floodway? Yes No

4. Based on the FIRM, indicate the flood zone(s) of the project site(s), (e.g., A10, C, AE, V):

500-Year (base) flood elevation at the site is Ft. [NGVD 29 (MSL) or NAVD 88]

100-Year (base) flood elevation at the site is Ft. [NGVD 29 (MSL) or NAVD 88]

50-Year (base) flood elevation at the site is Ft. [NGVD 29 (MSL) or NAVD 88]

10-Year (base) flood elevation at the site is Ft. [NGVD 29 (MSL) or NAVD 88]

NOTE: ELEVATION INFORMATION IS NOT APPLICABLE - LOCATED IN ZONE A (WITHOUT BFE)

Source of the (base) flood elevation

(This information can be provided as best available data from sources such as: CT DEEP, local planning and zoning offices or town engineering departments, etc.)

Coastal Barrier Resources Area

Otherwise Protected Area

5. Floodplain Consultation (Coordination/consultation with the local floodplain administrator is strongly encouraged if the proposed project is located in, or near mapped special flood hazard areas).

Local Floodplain Administrator:

Name:

Phone:

Local Floodplain Administrator consulted?

Date:

Provide Floodplain Administrator Comments:

T. General Conditions

The undersigned submits this Sub-Application under the Federal Emergency Management Agency's **Hazard Mitigation Grant Program (HMGP)**, and does hereby certify that the Sub-grantee will fulfill all requirements of the program.

The undersigned acknowledges that actions initiated and or completed without fulfilling the specific documentation and procedural requirements of the National Environmental Policy Act (NEPA) may not be considered for FEMA funding. In addition, no project Sub-grant can be considered for FEMA funding if the project was initiated prior to the award of the Sub-grant from the Connecticut Division of Emergency Management and Homeland Security (DEMHS).

The undersigned acknowledges that to retain eligibility for funding, the Sub-grantee may not initiate work on this project prior to FEMA and State approval. Furthermore, that as a condition of any project approval, the Sub-grantee acknowledges that they are responsible for obtaining all required permits and approvals (federal, state & local) prior to project initiation, including but not limited to obtaining easements, right-of-way access, etc. necessary for project implementation and long-term maintenance of the proposed mitigation activity. Copies of all permits are to be forwarded to DEMHS prior to project construction. Any modifications to the approved scope of work must be submitted to DEMHS and FEMA for approval. All site inspections and maintenance should be documented and maintained by the Sub-grantee, since this would be essential in determining the eligibility of federal funding for future damages arising at the sites.

The undersigned acknowledges that other types of federal assistance that have been received for this project have been identified within this Sub-Application. In addition, all requests or anticipated requests for funding made to other federal agencies or sources are also identified within this Sub-Application.

Signature _____

Date _____



U. Match Funding Certification

I hereby certify that the 25% local share of this project is available from:

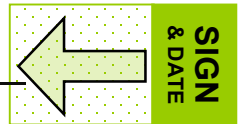
- The individual homeowner/property owner(s) will provide the local match in its entirety. ***(Please include a commitment letter from each homeowner/property owner committing to the non-federal share and any ongoing or necessary maintenance.)***
- Will be available within 3 months of submitting this project Sub-Application or before FEMA award.
- Will be available within months of submitting this project Sub-Application and will require the following action by the Sub-grantee:

Describe the source of local share:

The local 10% share (\$146,037) will be budgeted from the Town's general fund over the next three fiscal years as the project moves ahead in \$50,000 increments unless needed sooner.

Signature _____

Date _____



V. Maintenance Agreement²

The *City/Town* of **East Hampton** State of Connecticut, hereby agrees that if it receives any Federal aid as a result of the attached project Sub-Application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

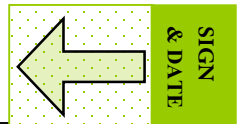
The purpose of this agreement is to make clear the Subgrantee's maintenance responsibilities following project award and to show the Subgrantee's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by any Federal law or regulation and which are in force on the date of project award.

Annual inspections should be documented and maintained by the Sub-grantee, since this would be essential in determining the eligibility of Federal funding for future damages arising at the project site.

To the best of my knowledge and belief, all data/information that is submitted within this Sub-Application is true and correct. I represent this Sub-grantee and am authorized by the governing body of this jurisdiction to commit the local matching share.

Signature _____

Date _____



² Note: the local share will be utilized to support the undertaking of this project during the specified performance period. Evidence of commitment will be made available to DEMHS and/or FEMA upon request.

W. Property Acquisition/Relocation/Elevation Worksheet

(Prepare separate worksheets for each individual property)

Property Owner	<input type="text" value="Town of East Hampton"/>	Public	<input checked="" type="radio"/>	Private	<input type="radio"/>
Tax Map, Lot or Parcel Number	<input type="text" value="Lake Drive Right-of-Way"/>				
Rental Property					
Tenants Full Legal Name	<input type="text" value="Lake Drive Right-of-Way"/>				

(If more than one tenant provide separate sheet w/ complete list)
Include three or more photographs showing the front, side and rear views of the structure as well as illustrating the surrounding properties. Digital photos are required.

If the structure has been certified “**Substantially Damaged**” please attach a copy of certification from your local flood plain administrator or local building inspector. For this property provide property owner’s name, street address and complete section 3 of this worksheet.

NOTE: PROJECT INCLUDES THE REPLACEMENT OF EXISTING PIPE CULVERTS NOT A BUILDING STRUCTURE.

1. Site Information

Address (or Physical Legal Location):

- Structure located in 100-year floodplain: Yes No
- Base Flood Elevation for Property: ft
- Lowest Finished Floor of Structure: ft (indicate elevation datum)

2. Structural Information

- Year of Construction
- Total Square Footage of Principal Structure (sf)
- Building Type:
 - 1-Story w/o basement
 - 1-Story w/ basement
 - 2-Story w/o basement
 - 2-Story w/ basement
 - Split Level w/o basement
 - Split Level w/ basement
 - Mobile Home
 - Other

• Foundation Type:

Basement: Walkout Yes No

Crawlspace

Slab-on-grade Other

3. Structure Cost Information

a. Acquisition – Total Cost

- Pre-Event Fair Market Value (*FMV*)
- Estimated Cost for Demolition
- Estimated Cost for Appraisal
- Estimated Closing Costs
- Estimated Cost for Site Restoration
- Additional Fees/Surveys/Relocation Assistance
- Other (*describe*)

b. Relocation – Total Cost

- Fair Market Value of Existing Land
- Architectural, Engineering, Surveying, etc.
- Relocation Costs
- Estimated Cost for Site Restoration
- Estimated Cost for Appraisal
- Other (*describe*)

c. Building Elevation – Total Cost

- Utility Disconnection
- Elevation of Structure
- Construction of Foundation
- Utility Relocation/Reconnection
- Architectural, Engineering, Surveying, etc.
- Incidental sitework/restoration
- Finish Carpentry
- Other (*describe*)

d. Utility Elevation – Total Cost

- Construction of Utility Room
- Moving Utilities
- Connecting Utilities and Re-Ducting
- Residual Value of Utilities¹ (If Unable to Move)
- Finish Carpentry
- Other (*describe*)

¹ The residual value of a utility is used in the estimate if the utility cannot be moved (e.g. old cast iron furnaces) by a contractor. The residual value is defined as the present value of the utility based on the operational capacity of the utility and the amortized value based on commonly accepted depreciation standards.

X. Property Acquisition/Relocation/Elevation Certification

Participation in this Sub-Application is voluntary and prospective homeowners may withdraw their participation at any time prior to contract initiation.

Select one option:

- The Sub-grantee (municipality) will contribute the local matching share in its entirety.
- The individual homeowner/property owner(s) will provide the local match in its entirety. Please include documentation (commitment letter) from the homeowner(s) committing to the non-federal share and any ongoing or necessary maintenance.
- The Sub-grantee has asked homeowners to voluntarily donate up to 25% of proceeds of their property towards the Sub-grantee's matching share. In doing so, the homeowner is essentially agreeing to accept a minimum of 75% of the fair market value for the purchase of their real property. Participation in property acquisition and relocation projects by property owners is voluntary. Documentation of voluntary interest for property acquisition must be submitted as part of the sub-application.

For structures that remain in the SFHA after the implementation of the mitigation project, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less. Insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property.

The sub-grantee (or property owner) must legally record, with the county or appropriate jurisdiction's land records, a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance.

Sub-grantees receiving assistance for projects sited in an SFHA must ensure that these requirements are met by requesting the participating property owner(s) to sign an Acknowledgement of Conditions for Mitigation of Property in an SFHA with FEMA Grant Funds form and providing a letter to FEMA prior to award or final approval.

Y. Contact Information

For additional information concerning **HMGP project eligibility and/or Sub-Application process** contact:

Ken Dumais
State Hazard Mitigation Officer
State of Connecticut
Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security
1111 Country Club Road
Middletown CT 06457
860-685-8151

Appendix A – Mitigation Grant Program resources

Sub-Grant Applicant Resources:

- Benefit-Cost Analysis Software Download and related Toolkit:
<https://www.fema.gov/benefit-cost-analysis>
- Hazard Mitigation Assistance Job Aids
<https://www.fema.gov/media-library/assets/documents/102051>
- Environmental Planning and Historic Preservation
<https://www.fema.gov/environmental-and-historic-preservation>

DHS Help Lines:

- Benefit-Cost Analysis Helpline: (855) 540-6744, bchelp@fema.dhs.gov
- Env./Historic Helpline: (866)222-3580, ehhelp@fema.dhs.gov

CIHMC Ranking Questions

Question	Project Title						Y	N	Total
1	Mitigation Planning (5) – <i>via state set aside</i>	Infrastructure (5)	Property Acquisition of Structures in SFHA (5 each)	Property Elevation of Structures in SFHA (3 each)	Other Mitigation Projects (1)	Other Community Capacity Building (2)			
2	Does the project mitigate risk to one or more FEMA lifelines ? <ul style="list-style-type: none"> • 1 (1) • 2 (2) • 3 or more (3) 								
3	Does the project incorporate nature-based solutions? (1)								
4	Does the project demonstrate community-wide benefits and identify the proportion of the population that will be impacted, including how impacts (positive or negative) to socially vulnerable populations informed project selection and design? (1)								
5	Does the project protect a critical facility such as a police, fire station, hospitals, or wastewater facility? (1)								
6	Does the project meet a State Hazard Mitigation Plan Priority? (1 per goal) <ul style="list-style-type: none"> • <u>Goal 1</u>: Promote implementation of sound floodplain management and other natural hazard mitigation principles on a State and local level. • <u>Goal 2</u>: Implementation of effective Natural Hazard Mitigation Projects on a State and local Level • <u>Goal 3</u>: Increase Research and Planning activities for the mitigation of natural hazards on a State and local level. 								
7	Is the proposed measure located in a community that has had or repeatedly has damages from natural disasters in the past? (1)								
8	Does the project impact vulnerable populations as defined under CT House Bill 7006, https://www.cga.ct.gov/2020/ACT/PA/PDF/2020PA-00005-R00HB-07006SS3-PA.PDF ? (1)								
9	Does the project represent an innovative approach which can serve as a pilot project in another jurisdiction? (1)								
10	Is the sub-application generated from a previous FEMA HMA Advance Assistance/Project Scoping Award								
<u>Final Score</u>									

Appendix C – Assurances and Certifications



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION
 DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY



Federal Assurances and Certifications

The following assurances and federal forms are required by Department of Homeland Security/FEMA and the Connecticut Department of Emergency Services and Public Protection. Form usage is dependent on the project and funding source (*see breakdown below*). Click on the paperclip attachment to download the individual form. For copies of the forms, please email DEMHS.HMGP@ct.gov or visit <https://www.grants.gov/forms/sf-424-family.html>

Form Usage Requirements:

FEMA Application for Federal Assistance SF-424 

This is the application for Federal Assistance and must be filled out in entirety and signed by the agency authorized representative.

Budget Information for Non-Construction Programs (SF-424A) 

This form includes the budget summary for non-construction related projects (ie. salary/equipment) and is required when completing such projects with federal funding received in this grant.

Assurances for Non-Construction Programs (SF-424B) 

This is the signature page for the required assurances. Signature on this form is **REQUIRED** by all subrecipients. The subrecipient should select all that apply and sign.

Budget Information for Construction Programs (SF-424C) 

This form includes the budget summary for construction related projects (ie. Elevation Construction) and is required when completing such projects with federal funding received in this subgrant.

Assurances for Construction Programs (SF-424D) 

This is the signature page for the required assurances. Signature on this form is **REQUIRED** by all subrecipients. The subrecipient should select all that apply and sign.

Disclosure of Lobbying Activities (SF-LLL) 

This form explains rules regarding lobbying, debarment and other subrecipient responsibility matters. Only required if using federal funds for lobbying purposes.

Please initial here to indicate that you have read and understand these conditions _____
 Federal Assurances and Certifications



TAB D

Project Photographs



PHOTO NO: 1

Lake Drive looking to the east.
Pocotopaug Lake on the right
and Hales Brook on the left.



PHOTO NO: 2

Lake Drive, looking to the north
at Hales Brook and the
associated floodplain. Note the
two existing sanitary manholes
one on each side of the three
existing metal pipes.



PHOTO NO: 3

North side of Lake Drive – view of two of the existing metal culverts.



PHOTO NO: 4

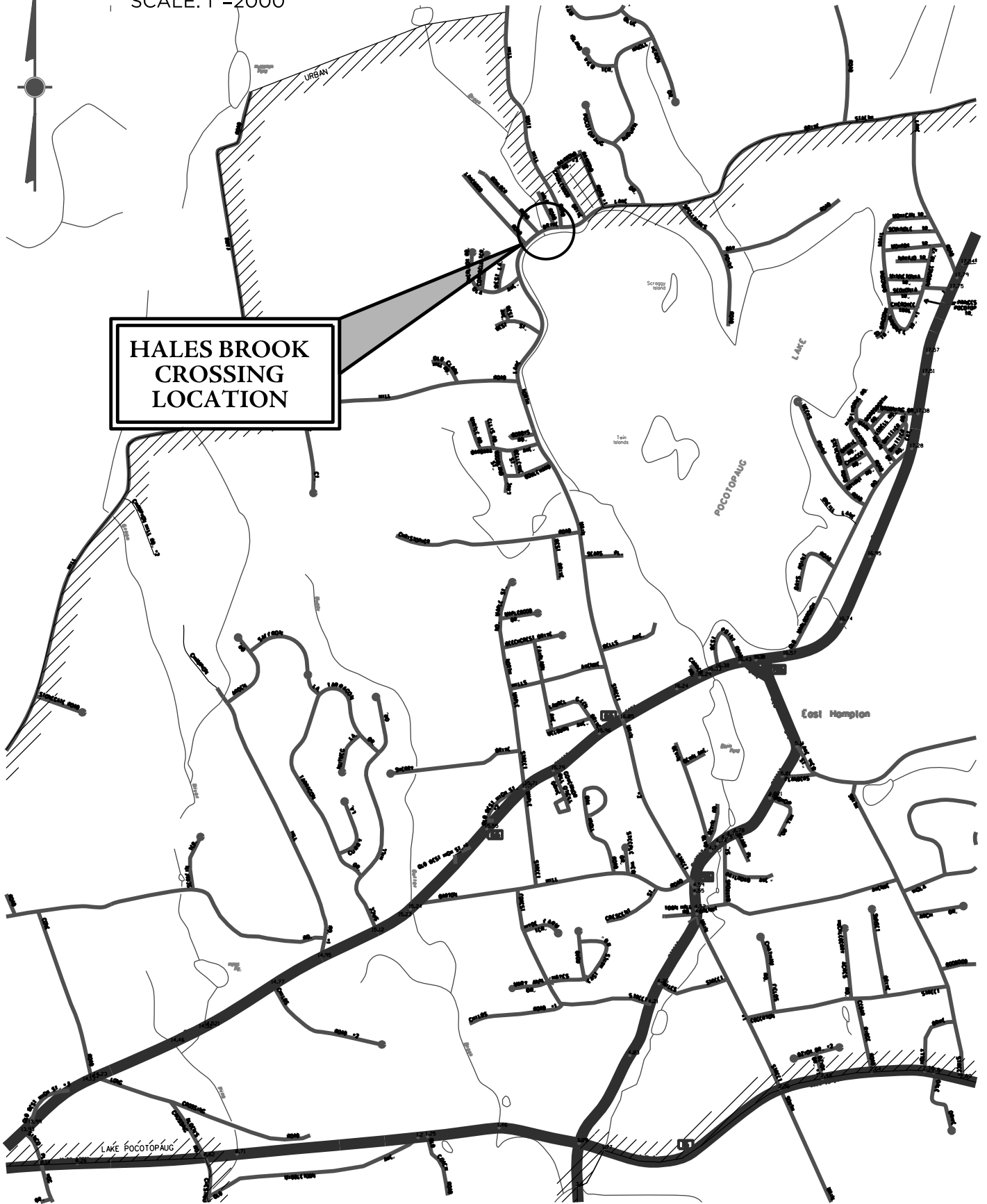
Looking to the south toward Pocotopaug Lake. View of the existing pedestrian bridge over the existing culverts.

TAB E

Project Maps – Location Map

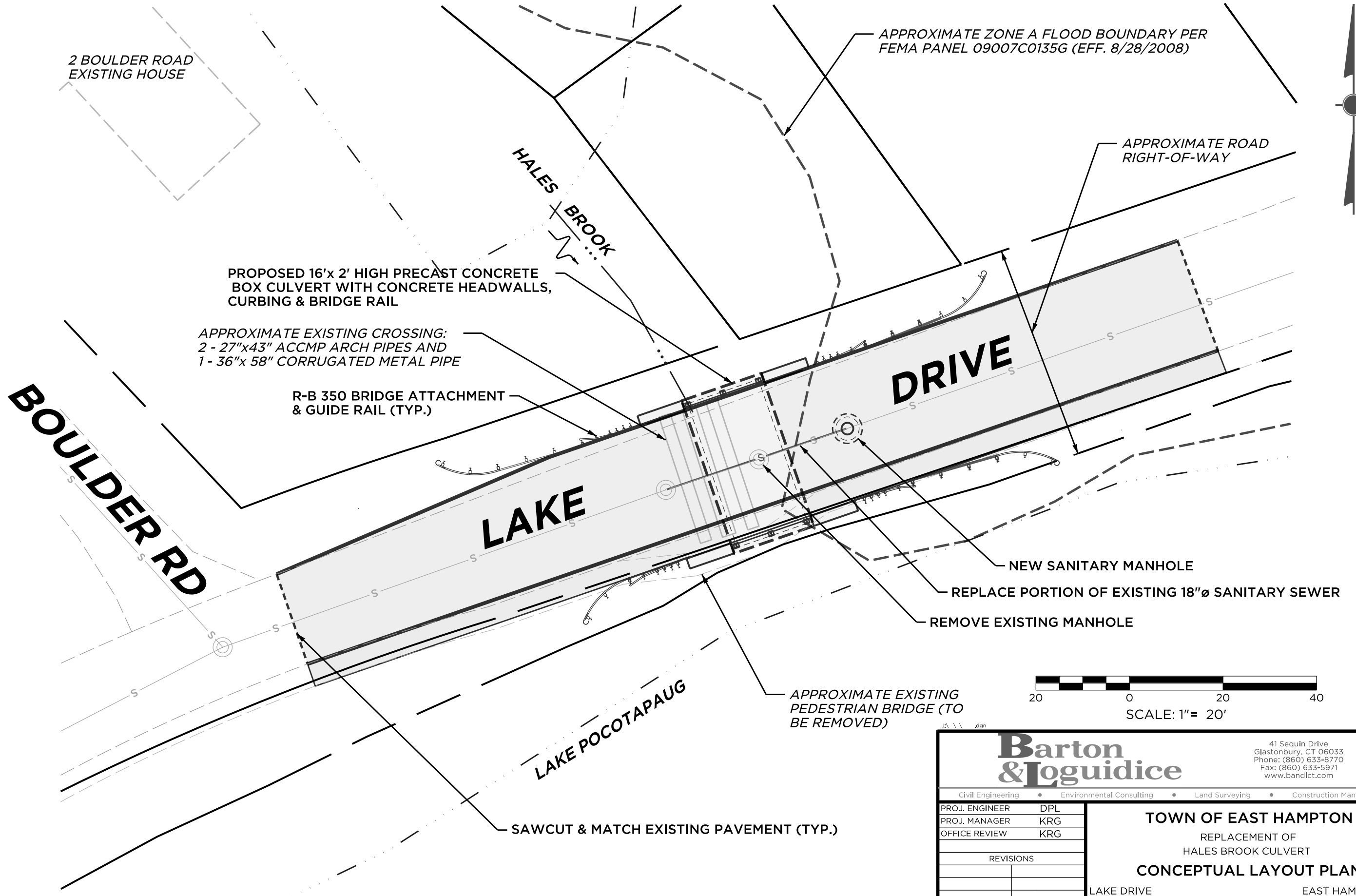


SCALE: 1"=2000'



TAB F

Project Drawings



2 BOULDER ROAD
EXISTING HOUSE

APPROXIMATE ZONE A FLOOD BOUNDARY PER
FEMA PANEL 09007C0135G (EFF. 8/28/2008)

APPROXIMATE ROAD
RIGHT-OF-WAY

PROPOSED 16'x 2' HIGH PRECAST CONCRETE
BOX CULVERT WITH CONCRETE HEADWALLS,
CURBING & BRIDGE RAIL

APPROXIMATE EXISTING CROSSING:
2 - 27"x43" ACCMP ARCH PIPES AND
1 - 36"x 58" CORRUGATED METAL PIPE

R-B 350 BRIDGE ATTACHMENT
& GUIDE RAIL (TYP.)

DRIVE

BOULDER RD

LAKE

NEW SANITARY MANHOLE

REPLACE PORTION OF EXISTING 18"Ø SANITARY SEWER

REMOVE EXISTING MANHOLE

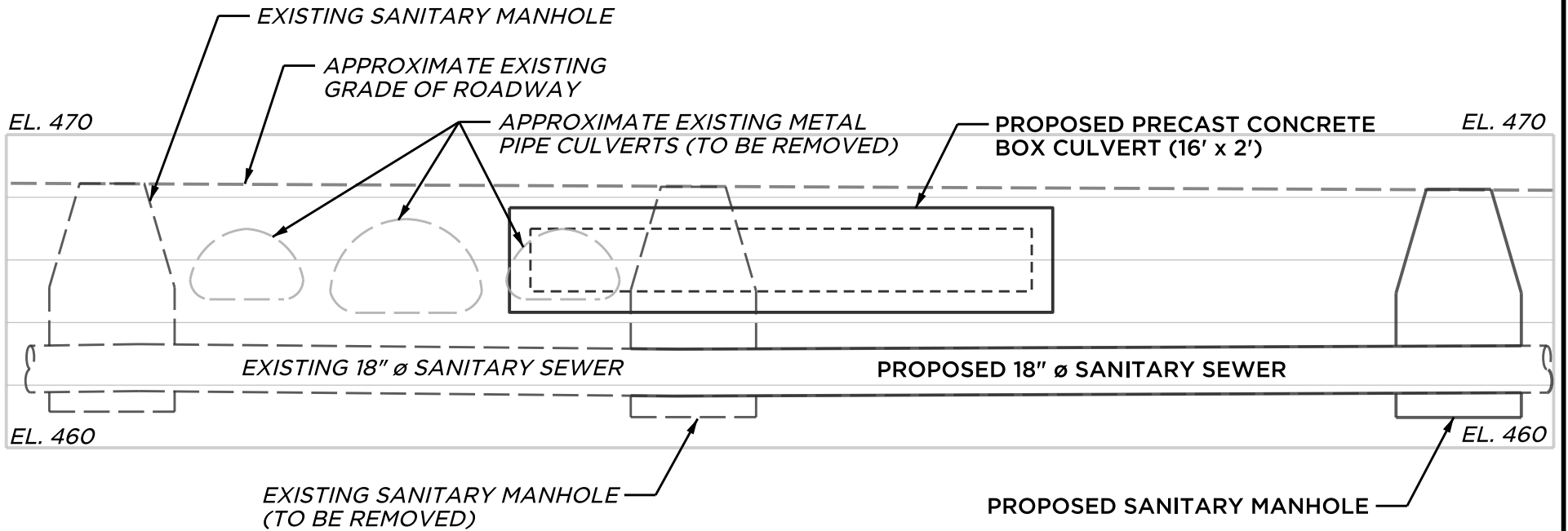


APPROXIMATE EXISTING
PEDESTRIAN BRIDGE (TO
BE REMOVED)

LAKE POCOTAPAUG

SAWCUT & MATCH EXISTING PAVEMENT (TYP.)

		41 Sequin Drive Glastonbury, CT 06033 Phone: (860) 633-8770 Fax: (860) 633-5971 www.bandlct.com	
		Civil Engineering • Environmental Consulting • Land Surveying • Construction Management	
PROJ. ENGINEER	DPL	TOWN OF EAST HAMPTON REPLACEMENT OF HALES BROOK CULVERT CONCEPTUAL LAYOUT PLAN	
PROJ. MANAGER	KRG		
OFFICE REVIEW	KRG		
REVISIONS		LAKE DRIVE	EAST HAMPTON, CT
SCALE:	1" = 20'	PROJECT	DATE
		3129-020	10/05/22
		SHEET NO.	1 OF 2



CROSS SECTION



SCALE: 1" = 5'

Barton & Loguidice		41 Sequin Drive Glastonbury, CT 06033 Phone: (860) 633-8770 Fax: (860) 633-5971 www.bandlct.com	
Civil Engineering • Environmental Consulting • Land Surveying • Construction Management		TOWN OF EAST HAMPTON	
PROJ. ENGINEER DPL PROJ. MANAGER KRG OFFICE REVIEW KRG	REPLACEMENT OF HALES BROOK CULVERT CROSS SECTION		
REVISIONS		PROJECT	DATE
SCALE: 1" = 5'		3129-020	10/05/22
		SHEET NO.	2 OF 2

TAB J

Project Cost Information

LAKE DRIVE
EAST HAMPTON, CONNECTICUT
CULVERT REPLACEMENT - BOX CULVERT
SEPTEMBER 2022

III. CONTRACT ITEMS

ITEM	QUANTITY	PAY UNIT	UNIT COST	TOTAL COST
A - ROADWAY ITEMS				
EXCAVATION EARTH	350	CY	\$40.00	\$14,000
EXCAVATION ROCK	35	CY	\$140.00	\$4,900
CUT BITUMINOUS CONCRETE PAVEMENT FORMATION OF SUBGRADE	50	LF	\$8.00	\$400
SUBBASE	630	SY	\$7.00	\$4,410
PROCESSED AGGREGATE	175	CY	\$78.00	\$13,650
HMA S0.375	105	CY	\$90.00	\$9,450
HMA S0.50	75	TON	\$240.00	\$18,000
METAL BEAM RAIL (R-B MASH)	75	TON	\$270.00	\$20,250
EROSION & SEDIMENTATION CONTROL	120	LF	\$34.00	\$4,080
CONCRETE SIDEWALK	1	LS	\$5,000.00	\$5,000
TOPSOIL & TURF ESTABLISHMENT	1000	SF	\$21.00	\$21,000
SANITARY ENCASEMENT/NEW MANHOLE	250	SY	\$22.00	\$5,500
	1	LS	\$12,000.00	\$12,000
TOTAL ROADWAY ITEMS				\$132,640
B - CULVERT ITEMS				
STRUCTURE EXCAVATION - EARTH (EXCLUDING COFFERDAM & DEWATERING)	250	CY	\$43	\$10,750
STRUCTURE EXCAVATION - ROCK (EXCLUDING COFFERDAM & DEWATERING)	25	CY	\$103	\$2,575
HANDLING WATER	1	LS	\$30,000	\$30,000
COFFERDAM AND DEWATERING	1	LS	\$100,000	\$100,000
CRUSHED STONE	50	CY	\$72	\$3,600
PERVIOUS STRUCTURE BACKFILL	60	CY	\$75	\$4,500
HMA S0.25	5	TON	\$305	\$1,525
SAWING AND SEALING JOINTS	50	LF	\$32	\$1,600
REMOVAL OF EXISTING STRUCTURE/MASONRY	1	LS	\$25,000	\$25,000
PRECAST CONCRETE BOX CULVERT	34.5	LF	\$4,285	\$147,833
REINFORCED CONCRETE	70	CY	\$1,500	\$105,000
R-B 350 BRIDGE ATTACHMENT	4	EA	\$4,600.00	\$18,400
3 TUBE CURB MOUNTED BRIDGE RAIL	40	LF	\$725.00	\$29,000
MEMBRANE WATERPROOFING	75	SY	\$165.00	\$12,375
TOTAL CULVERT ITEMS				\$492,158
CONSTRUCTION COSTS (A + B)				
TOTAL CONSTRUCTION COSTS				\$624,798
C - 20% MINOR ITEMS				
20% OF (A + B)				\$124,959.50
TOTAL MINOR ITEMS				\$124,960
D - LUMP SUM ITEMS (PERCENTAGE OF A + B)				
MOBILIZATION (7.5%)	1	LS	\$46,860	\$46,860
TRAFFIC MAINTENANCE - STAGED CONSTRUCTION (10.0%)	1	LS	\$62,480	\$62,480
CONSTRUCTION STAKING (1.0%)	1	LS	\$6,248	\$6,248
CLEARING & GRUBBING (2.5%)	1	LS	\$15,620	\$15,620
TOTAL LUMP SUM ITEMS				\$131,207

LAKE DRIVE
EAST HAMPTON, CONNECTICUT
CULVERT REPLACEMENT - BOX CULVERT
SEPTEMBER 2022

BASE ESTIMATE				
TOTAL CONSTRUCTION ITEMS (A + B)				\$624,798
TOTAL MINOR ITEMS (C)				\$124,960
TOTAL LUMP SUM ITEMS (D)				\$131,207
TOTAL BASE ESTIMATE (YEAR 2022)				\$881,000
MINOR ITEMS & CONTINGENCY (PERCENTAGE OF BASE ESTIMATE)				
MINOR ITEMS & CONTINGENCY (20%)	1	LS	\$176,200	\$176,200.00
TOTAL CONTINGENCY				\$176,200.00
ENGINEERING (PERCENTAGE OF BASE ESTIMATE)				
SURVEY, DESIGN, PERMITTING (15%)	1	LS	\$132,150	\$132,150.00
CONSTRUCTION BIDDING, ADMIN & INSPECTION (15%)	1	LS	\$132,150	\$132,150.00
TOTAL ENGINEERING				\$264,300.00
INFLATION (PERCENTAGE OF BASE ESTIMATE)				
INFLATION 5.0% PER YEAR FOR 3 YEARS	1	LS	138,867.63	\$138,867.63
TOTAL CONSTRUCTION ESTIMATE (YEAR 2025)				\$1,460,370.00

TAB K

Match Commitment Letter

TAB M

Existing Mitigation Plan

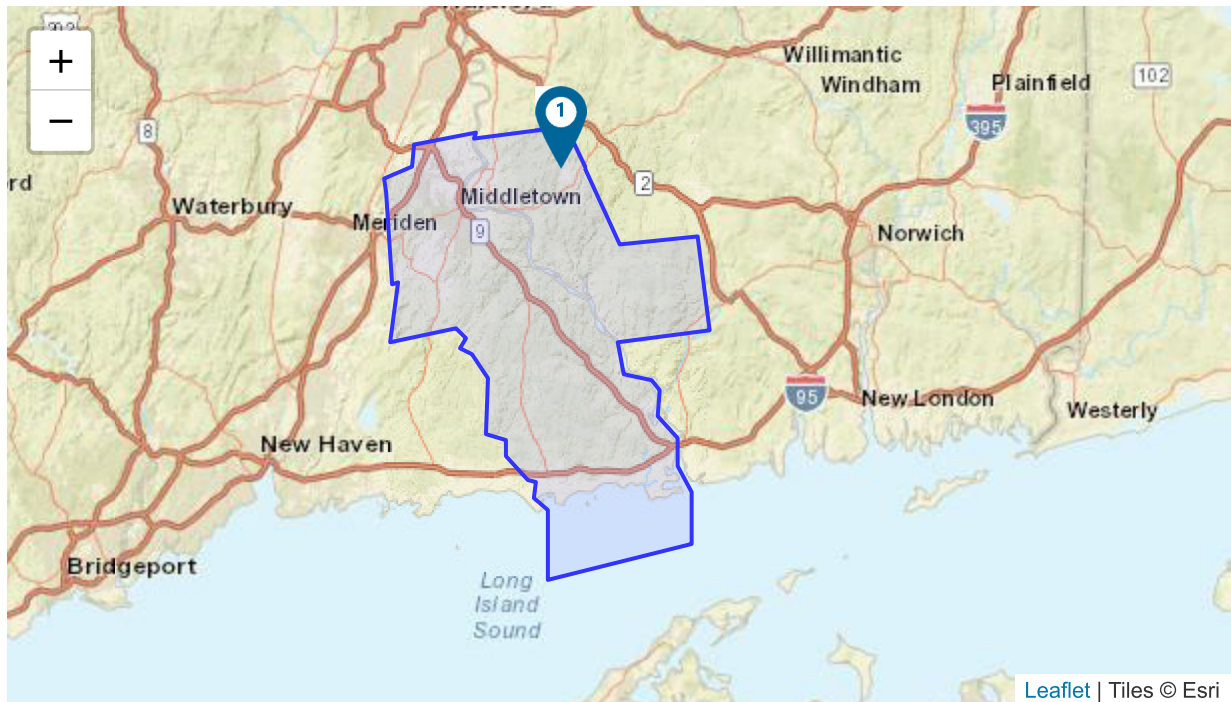
TAB O


Benefit-Cost Analysis (BCA)



Benefit-Cost Analysis

Project Name: Replacement of Hales Brook Culvert



Map Marker	Mitigation Title	Property Type	Hazard	Benefits (B)	Costs (C)	BCR (B/C)
▲ 1	Drainage Improvement @ 41.6025570; -72.5101830		DFA - Riverine Flood	\$ 1,870,181	\$ 1,467,270	1.27
TOTAL (SELECTED)				\$ 1,870,181	\$ 1,467,270	1.27
TOTAL				\$ 1,870,181	\$ 1,467,270	1.27

Property Configuration

Property Title:	Drainage Improvement @ 41.6025570; -72.5101830
Property Location:	06424, Middlesex, Connecticut
Property Coordinates:	41.602557, -72.510183
Hazard Type:	Riverine Flood
Mitigation Action Type:	Drainage Improvement
Property Type:	Roads & Bridges
Analysis Method Type:	Professional Expected Damages

Cost Estimation

Drainage Improvement @ 41.6025570; -72.5101830

Project Useful Life (years):	50
Project Cost:	\$1,460,370
Number of Maintenance Years:	50 Use Default:Yes
Annual Maintenance Cost:	\$500

Comments

-

Project Useful Life:

Concrete Infrastructure, flood walls, roads, bridges, major drainage system

-

Annual Maintenance Cost:

Annual maintenance is not anticipated to be required for the first half of the culvert's life. Then maintenance costs will be low and may increase toward the end of the culvert's life. A cost for screenings and in-depth inspections of the bridge is included in this maintenance cost.

Damage Analysis Parameters - Damage Frequency Assessment

Drainage Improvement @ 41.6025570; -72.5101830

Year of Analysis was Conducted:	2022
Year Property was Built:	1980
Analysis Duration:	43 Use Default:Yes

Roads and Bridges Properties

Drainage Improvement @ 41.6025570; -72.5101830

Estimated Number of One-Way Traffic Detour Trips per Day:	2,600
Additional Time per One-Way Detour Trip (minutes):	15
Number of Additional Miles:	4.5
Federal Rate (\$):	0.625 Use Default:Yes
Economic Loss Per Day of Loss of Function (\$):	30,452.5

Professional Expected Damages Before Mitigation

Drainage Improvement @ 41.6025570; -72.5101830

Recurrence Interval (years)	ROADS AND BRIDGES	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
	Impact (days)	Category 1 (\$)	Category 2 (\$)	Category 3 (\$)	Number of Volunteers	Number of Days	Damages (\$)
10	45	0	0	0	0	0	1,370,363

Annualized Damages Before Mitigation

Drainage Improvement @ 41.6025570; -72.5101830

Annualized Recurrence Interval (years)	Damages and Losses (\$)	Annualized Damages and Losses (\$)
10	1,370,363	137,036
	Sum Damages and Losses (\$)	Sum Annualized Damages and Losses (\$)
	1,370,363	137,036

Professional Expected Damages After Mitigation

Drainage Improvement @ 41.6025570; -72.5101830

Recurrence Interval (years)	ROADS AND BRIDGES	OPTIONAL DAMAGES			VOLUNTEER COSTS		TOTAL
	Impact (days)	Category 1 (\$)	Category 2 (\$)	Category 3 (\$)	Number of Volunteers	Number of Days	Damages (\$)
100	5	0	0	0	0	0	152,263

Annualized Damages After Mitigation

Drainage Improvement @ 41.6025570; -72.5101830

Annualized Recurrence Interval (years)	Damages and Losses (\$)	Annualized Damages and Losses (\$)
100	152,263	1,523
	Sum Damages and Losses (\$)	Sum Annualized Damages and Losses (\$)
	152,263	1,523

Standard Benefits - Ecosystem Services

Drainage Improvement @ 41.6025570; -72.5101830

Total Project Area (acres):	0
Percentage of Urban Green Open Space:	0.00%
Percentage of Rural Green Open Space:	0.00%
Percentage of Riparian:	0.00%
Percentage of Coastal Wetlands:	0.00%
Percentage of Inland Wetlands:	0.00%
Percentage of Forests:	0.00%
Percentage of Coral Reefs:	0.00%
Percentage of Shellfish Reefs:	0.00%
Percentage of Beaches and Dunes:	0.00%
Expected Annual Ecosystem Services Benefits:	\$0

Benefits-Costs Summary

Drainage Improvement @ 41.6025570; -72.5101830

Total Standard Mitigation Benefits:	\$1,870,181
Total Social Benefits:	\$0
Total Mitigation Project Benefits:	\$1,870,181
Total Mitigation Project Cost:	\$1,467,270
Benefit Cost Ratio - Standard:	1.27
Benefit Cost Ratio - Standard + Social:	1.27

TAB R

FEMA Firmette

National Flood Hazard Layer FIRMMette



72°30'57"W 41°36'23"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/3/2022 at 11:47 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

RESOLUTION

East Hampton Town Council

A Resolution Authorizing a
2022 Urban Act Program Grant

WHEREAS, the Town of East Hampton, is studying and developing plans for connection and expansion of a centralized water system including water sources, treatment, storage, transmission, connection and distribution of potable water, and

WHEREAS, the State of Connecticut, through the Department of Energy and Environmental Protection, has granted East Hampton assistance to support that work in the form of a 2022 Urban Act Program in the amount of \$1.5 million, and

WHEREAS, outside funding is critical to allow this work to continue.

NOW, THEREFORE, BE IT RESOLVED by the Town of East Hampton Town Council that the Town of East Hampton will accept and may enter into with and deliver to the State of Connecticut Department of Energy and Environmental Protection any and all documents related to the Urban Act grant in the amount of \$1.5 million for the Centralized Water System Preliminary Design project; and

BE IT FURTHER RESOLVED, that the Town Manager be, and hereby is, authorized and directed to enter into, execute, deliver and implement any and all agreements, contracts and documents necessary to obtain said 2022 Urban Act Program Grant with the State of Connecticut.

Approved this 25th day of October, 2022.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk

**Town of East Hampton
Fiscal Year 2021-2022 End of Year Budget Transfers**

Agenda Item: 6A

Department	Org	Object	Description	Transfer From/To	Comment
TRANSFER FROM					
Legal	01040000	5331	Labor Attorney	31,000	Reduction in attorney utilization
Employee Benefits	01110000	5210	Medical Insurance	49,334	Position vacancies
Contingency	01120000	5990	Contingency	30,000	Contingency
Library	01680681	5110	Full Time Salaries	40,000	Employee vacancies
				<u>\$ 150,334</u>	
TRANSFER TO					
Debt	01720721	5830	Interest	1.00	
Animal Control	01210214	5611	Supplies/Materials/Minor Equip	40.00	
Animal Control	01210214	5438	Vehicle Repair/Maintenance	108.00	
Cemetery	01360000	5431	Grounds Maintenance	290.00	
Town Clerk	01070000	5480	Software Maintenance Agreement	310.00	
Transportation	01340000	5511	Other Transportation	415.00	
Community Services	01350000	5410	Public Utilities	1,035.00	Sewer use higher than estimated (Bellwood Ct. and Chatham Acres).
Motor Fuel	01540000	5430	Bldg & Equip Maint/Repair	1,850.00	Unanticipated pump repairs
Emergency Management	01240000	5120	Part Time/Seasonal Salaries	2,385.00	COVID related expenses
Town Center Fire Pump	01220225	5430	Bldg & Equip Maint/Repair	3,845.00	Repairs to fire Walnut Ave. fire pump
Road Materials	01550000	5690	Other Supplies/Materials	9,375.00	Total budget \$370K. Overspent by 3%
Information Technology	01150000	5590	Other Purchased Services	11,400.00	Arete and SentinelOne 24/7 network monitoring
Motor Fuel	01540000	5627	Motor Fuel	20,250.00	Diesel and gas
Information Technology	01150000	5960	Extraordinary Items	25,000.00	Data breach insurance deductible
Town Hall	01050130	5430	Bldg & Equip Maint/Repair	34,800.00	Boiler, elevator, door, HVAC and misc. repairs
Police Patrol	01210212	5960	Extraordinary Items	39,230.00	Reimbursement to City of Waterbury for officer training costs
				<u>\$ 150,334</u>	

The above transfer is needed in order to zero out departmental deficits for the fiscal year end 2021-2022. This transfer also serves as additional communication to the Board of Finance and Town Council as to the operational areas in the budget that were over and under spent.

Motion: To approve the above transfers for the 2021-2022 fiscal year and authorize the Finance Director to make any additional transfers, up to \$5,000 (in the aggregate), that may be needed in order to close out the books for the 2021-2022 fiscal year. Further resolved that the Finance Director shall report back to the Board of Finance and the Town Council of any additional budget transfers.

APPROVED:

BOARD OF FINANCE: 10-17-2022

7-0

TOWN COUNCIL:



Office of THE PUBLIC LIBRARY
Timothy Kellogg, Library Director
tkellogg@easthamptonct.gov

TO: David E. Cox, Town Manager

FROM: Timothy Kellogg, Library Director

DATE: October 4, 2022

SUBJECT: Library 3D Printing Policy Proposal

East Hampton Public Library 3D Printing Policy:

This is a new policy being proposed to prepare for the implementation of 3D printing services at the East Hampton Public Library. Services are still under development. The proposed policy outlines 3D printing requirements including training, waiver for use, time constraints, age requirements, technology specifications, and restrictions. It also details procedures for use of 3D printing equipment at the Library, including scheduling and fees. Finally, the proposed policy includes a 3D Printer Waiver and Agreement of Use form for patrons to read, agree to, and sign.

As noted at the 10/3/22 meeting of the Library Advisory Board, this policy is intended to provide guidance for handling 3D printing technology and future services at East Hampton Public Library. Fees were determined based on average job time, materials costs, and consistency with other fee-based services offered at the Library.

The proposed 3D Printing Policy was approved by the Library Advisory Board on 10/3/22 to be forwarded to Town Council for final approval.

Tim Kellogg

Cc:
Town Council,
David Cox, Town Manager

East Hampton Public Library 3D Printing Policy

The East Hampton Public Library will provide 3D Printing resources to library patrons in accordance with the following guidelines:

This policy applies to all who use the Library's 3D printing equipment.

3D printing software will be made available on the Library's public computers in the main area of the library.

3D Printing Requirements:

- Patrons must be instructed in the operation of 3D printing equipment by Library Staff or designated personnel prior to use of the equipment.
- Patrons are expected to have knowledge of 3D Printer Technology to make use of the Library's equipment.
- Patrons must be able to demonstrate basic skill level in the use of 3D printing equipment.
- Patrons wishing to use 3D printing equipment are required to read, understand, and sign the 3D Printer Waiver and Agreement of Use form (included below). A guardian must sign the 3D Printer Waiver and Agreement of Use form for patrons under the age of 18.
- 3D Files must be saved as .stl files (see procedures below for more information).
- Printing jobs may not be longer than 9 hours.
 - Longer jobs may be scheduled at specific times at the discretion of Supervisory Library staff.
- Patrons must schedule time to use the 3D printing equipment.
- The printing of weapons is strictly prohibited.
- All 3D print jobs must fit within the procedures outlined below.

Procedures for Use:

The Library is very excited to be able to offer 3D printing services to the public! Please read the procedures below carefully:

- 3D printing will be done during scheduled office hours. Appointments may be made at the front desk of the Library.
- 3D Files must be saved as .stl files via TinkerCad, Thingiverse, or Printables. All are great places to design or find shared files to print.
- Once you have an .stl file you must import it into Wiibuilder 2.
- Wiibuilder 2 is available on the public computers, or if you are saving a file at home you can acquire Wiibuilder 2 [here](#) for PC and Mac.
- The size of the print must fit within 100*120*100mm.
- Patrons are expected to come in with a file saved on a micro-SD Card.
 - Alternatively, the Library will accept a flash drive which staff will transfer to a micro-SD Card or patrons can submit the file online using the [form here](#).
- The Library and its staff are unable to monitor 3D print jobs, if the job fails (which is a real possibility) the only option is to try again.

- The current cost for 3D printing is \$1.00 for anything under 3 hours and \$.50 for each additional hour.
- Library staff are not 3D printing experts. Your patience is appreciated as staff learn about 3D printing with you.

3D Printer Waiver and Agreement of Use

The 3D Printer Waiver and Agreement of Use form (below) outlines some of the items above as well as safety, and age requirements. By signing this waiver patrons (or guardians for patrons under 18) are agreeing to follow this policy and comply with the statements in the waiver.

(Approved by the Library Advisory Board 10/03/22. Proposed to the Town Council 10/11/22.)

DRAFT

3D Printer Waiver and Agreement of Use

Read the following information very carefully and be sure that you understand it fully before signing. This form must be completed before participating in the use of the 3D printer.

Participants Agree:

- Safety is the top priority, and the facilities, tools and materials must be used in a safe and appropriate manner.
- If a tool requires training, it will not be used until training has been provided by library staff.
- Items that fit the definition of weapon as deemed by library staff cannot be created.
- To comply with the Internet Acceptable Use Agreement and Patron Behavior Policy which states:
 - Disruptive, destructive, dangerous, or illegal behavior will not be tolerated.
- Children under the age of 12 will be accompanied by and supervised by an adult (unless otherwise specified by the program coordinator).
- When available usage will be on a first-come, first-serve basis. Time limits may apply.
- Material fees will apply, and current costs will be posted next to the 3D Printer.

I _____ (participant) have read and understand the East Hampton Public Library 3-D Printing regulations listed above and am fully aware that participating in Makerspace activities including use of the 3D printer may result in risk of personal injury or harm.

I hereby release and hold harmless the East Hampton Public Library, its directors, officers, employees, volunteers, committees and boards, from and against all liability, and I and any parent or guardian signing for me below hereby agree to indemnify them against any loss, damages, claims, costs (including attorneys' fees) or actions of any type, resulting from bodily injury, property damage, or any other loss that may result from my participation in any Makerspace activity or program, including use of the 3D printer to the extent permitted by law.

I have read and understand this release, indemnification, and hold harmless form. I voluntarily sign it and hereby give my permission to the East Hampton Public Library for emergency transportation or treatment in the event of illness or injury. I hereby accept responsibility for payment of any emergency transportation or treatment. I further certify I have no medical or physical conditions that would restrict my participation in this activity or program.



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



Dennis Woessner
Chief of Police

October 20, 2022

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

Attached to this memorandum are three (3) General Orders which I am submitting for approval:

General Order 1.4, Department Role and Authority is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes include language specific to our actual function and removes any wording of our enforcement activities on limited access highways, such as Route 2. A few minor changes were also made to the General Order.

General Order 5.8, Traffic Accident Investigation is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The changes include language specific to the standard, such as where we will store impounded vehicles. A few minor changes were also made to the General Order.


General Order 6.4, Collection of Evidence-Operations is an existing General Order which required updating to reflect changes required by the Police Officer Standards and Training Council (POSTC) Accreditation Standards. The General Order contained outdated procedures we no longer use that required updating to reflect our current practices.

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



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 1.4 DEPARTMENT ROLE AND AUTHORITY

SUBJECT: JURISDICTION AND MUTUAL AID		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 3/3/2015		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<small><i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i></small>		

I. PURPOSE

The purpose of this policy is to establish a written directive that describes the East Hampton Police Department’s jurisdiction, and the provisions and use of mutual aid and regional law enforcement services.

II. POLICY

It is the policy of the East Hampton Police Department (“Department”) to provide all personnel with geographic maps that depict the jurisdictional service area of the East Hampton Police Department. The Department shall also establish guidelines describing its responsibilities with other law enforcement agencies having concurrent jurisdiction within the Town of East Hampton, and procedures regarding mutual aid assistance to and from other law enforcement agencies and municipalities, including requests for assistance from the National Guard.

III. PROCEDURE

A. Agency Jurisdiction and Mutual Aid

The Town of East Hampton, Connecticut, is an area of approximately 36 square miles located within Middlesex County. The Town is bordered by the following municipalities:

- **North:** The Town of Glastonbury

- **South:** The Town of Haddam and East Haddam
- **East:** The Town of Marlborough and the Town of Colchester
- **West:** The Town of Portland

The Department will maintain a detailed official map based upon the official jurisdictional map maintained by the Town of East Hampton Public Work's Department, which delineates the specific geographical jurisdictional boundaries of the Town of East Hampton serviced by the Police Department. This map will be available to all officers of the Department and the posted in the Operations Center and in the Communications Center. The Chief, or designee, is responsible to ensure that these maps are annually reviewed for accuracy and updated as needed. All Department personnel will familiarize themselves with the geographical boundaries of the Town of East Hampton.

B. Concurrent Jurisdiction

1. General Guidelines

The following agencies have been identified as having concurrent jurisdictional authority within the Town of East Hampton:

- The Connecticut State Police
- Department of Energy and Environmental Protection
- Federal and state law enforcement and regulatory agencies

It is the intent of this Department to have the primary responsibility to investigate and/or respond to all crimes and incidents having occurred within the Town of East Hampton and coming to the attention of any member of this Department. In those instances in which another agency has initiated an investigation of an incident which occurred within the Town of East Hampton, either as a whole or part of an ongoing criminal act or chain of events, it is incumbent that our Department cooperates with and coordinates efforts with any and all agencies involved in the investigation. Our Department reserves the right to exercise original jurisdiction over those incidents occurring in the Town of East Hampton, including taking the case to its conclusion for prosecution purposes when appropriate.

In those instances during which an agency with concurrent jurisdiction responds to any call (motor vehicle accident, robbery, burglary, etc.) within the Town of East Hampton, the officer responding from our Department shall assume full direction and responsibility for the investigation, regardless as to which officer arrived on the scene first.

In any situation where a question arises concerning jurisdiction with another agency, the responding East Hampton police officer will make every attempt to resolve the matter in the most professional manner possible. If this is not possible, the matter will be turned over to the shift supervisor or other supervisor

for resolution. If no amicable solution can be reached, the matter should be handled by this Department in a manner consistent with the best interests of the community. However, in such instances no criminal action should be taken by the officer until the matter is referred to the Chief of Police, unless the officer has clear legal authority to do so. In addition, a detailed report outlining the situation shall be submitted to the Chief of Police for consideration and review.

2. Traffic Crashes within the Town Limits

The Department is the primary law enforcement agency for all roadways in the Town of East Hampton and will handle traffic enforcement and traffic crash investigations within the town limits. Connecticut State Police is the primary law enforcement agency for the Interstate Highway System in the State of Connecticut, and will normally handle traffic enforcement and traffic crash investigations occurring on Rt. 2.

3. Mutual Aid

a. General Guidelines

The East Hampton Police Department will make use of mutual aid in conformance with state statutes and any mutual aid agreements (if used), for any actual or potential condition that poses an immediate threat to life or property, and exceeds the capability of our Department to successfully counteract.

Mutual aid between the Town of East Hampton and any town or borough may be requested or provided by the Town Manager, or his designee, as provided by CGS Sec. 7-277a. In turn, any Shift Supervisor may request the assistance of any other municipal, state, or federal law enforcement agency, including the Connecticut State Police, FBI, DEA, or ATF, by directly contacting that agency.

b. Request by the East Hampton Police Department for Mutual Aid

When our Department is in need of assistance from another department, the request should include as much information as possible, including: the nature of the problem resulting in the need for assistance, an estimated level of personnel needed, and any special equipment needed.

c. Requests for the Mutual Aid of the East Hampton Police Department

When our Department receives a request for assistance from another Department, the highest ranking Supervisor on duty at the time the request is received must, prior to approving such a request, ensure that adequate manpower and equipment needs are maintained within the Town of East Hampton to provide proper service. Requests made to the shift supervisor will be approved only after consultation with the Chief of Police. The Supervisor on duty will maintain at least two sworn officers in the Town of East Hampton at all times.

In the event of an emergency situation where a timely response is necessary, the Shift Supervisor will use his/her own discretion, taking into account all of the guidelines in this order, and immediately make notification through the chain of command. A detailed report of the incident shall be submitted to the Chief of Police through the chain of command.

d. Mutual Aid Agreements

If our Department enters into any mutual aid agreements, either as the providing agency or the receiving agency, such agreements will be reviewed by the Chief of Police on an annual basis and shall include, at a minimum, the following details:

- (1) The legal status of agencies and agency personnel responding to mutual aid requests
- (2) Procedures for vesting provider agency personnel with the legal authority to act within the receiver agency's jurisdiction
- (3) Procedures for requesting mutual aid
- (4) Identity of those persons authorized to request mutual aid
- (5) Identity of persons to whom outside personnel are to report
- (6) Procedures for maintaining radio communication with outside personnel
- (7) Expenditures, if any, which should be borne by the receiver agency to compensate for the use of the provider agency's resources
- (8) Procedures for review and revision if prescribed in the agreement

e. Connecticut State Police

Within the geographical boundaries of the Town of East Hampton, the sworn members of the East Hampton Police Department shall have primary responsibility to enforce Connecticut General Statutes and Town Ordinances, and to provide other essential law enforcement services.

The East Hampton Police Department shall have concurrent jurisdiction with the Connecticut State Police. The Department of **Energy and Environmental Protection** shall have primary responsibility to enforce all laws and investigate all crimes **on limited access highways and** on all state-owned properties located within the Town of East Hampton. State owned properties include:

- (1) Hurd Park
- (2) Salmon River State Park
- (3) Airline Trail
- (4) Meshamosic State Forest

Officers of the East Hampton Police Department receiving a call for service at a state-owned facility ~~or on a limited access highway~~ shall respond and render service as needed. Such service shall include, but is not limited to, providing emergency aid, traffic direction, securing of scenes, buildings and perimeters, and crowd control.

Once on scene, the responding East Hampton police officer(s) will provide an update and request the presence of the Connecticut State Police. The responding state trooper(s) will assume primary responsibility for the investigation of the incident. The officer(s) from this agency will assist, as needed, and file a report, when required. If any questions pertaining to jurisdiction arise, a supervisor shall be summoned to the scene and resolve the matter in a professional and courteous manner, consistent with the best interest of the community.

4. Requesting Federal Law Enforcement/National Guard Assistance in Emergencies

a. Assistance from Federal Law Enforcement Agencies

In the event of an emergency, which, in the opinion of the Chief of Police, or designee, requires federal law enforcement assistance, aid will be solicited from the appropriate federal agency. In the event of a criminal offense in which there are concurrent enforcement responsibilities (i.e., bank robberies, drug violations, etc.), the Shift Supervisor may notify the FBI, DEA, or other federal agencies having concurrent jurisdiction. These may include:

- Division of Alcohol, Tobacco, and Firearms
- Secret Service
- U.S. Postal Service
- U.S. Marshals Service
- Immigration and **Customs Enforcement** ~~Naturalization Service~~
- Internal Revenue Service
- Other miscellaneous federal agencies

Phone numbers, including emergency contact numbers will be available to

officers through the Communications Center.

b. Assistance from the National Guard


If the Chief of Police decides that the forces at his disposal are not sufficient to handle a case of riot or civil commotion and requires the use of the National Guard, a request shall may be made through the Town Manager of the Town of East Hampton for such assistance. The Town Manager may then:

- Inform the Governor of the request per Connecticut General Statutes Section 27-17
- In the Governor's absence the Town Manager Chief will make written requisition for assistance per Connecticut General Statutes Section 27-18 to the Commanding Officer of the Connecticut National Guard.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 5.8 PATROL FUNCTIONS

SUBJECT: TRAFFIC ACCIDENT INVESTIGATION		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 4/16/2022		Review Date:
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

To establish a written directive that provides guidelines and procedures to East Hampton Police Department (“EHPD” of “Department”) employees relating to traffic accident investigations.

II. POLICY

It is the policy of the East Hampton Police Department to provide procedures for the investigation of traffic accidents. This General Order establishes procedures for the response, reporting, and investigation of motor vehicle accidents, with additional guidelines for those that are serious or complex, and on-scene and follow-up responsibilities and activities for officers assigned to investigate traffic accidents.

III. PROCEDURE

A. Reporting and Investigation of Traffic Accidents

The Department will attempt to respond to and investigate all traffic accidents reported at the time of their occurrence, whether on public or private property. Officers responding to a traffic accident shall investigate and report the crash in a thorough and professional manner. All traffic accidents reported to the Department shall receive a high priority and should not be delayed whenever manpower allows for an immediate response, unless approved otherwise by the

Shift **Supervisor Sergeant** due to unusual circumstances. The following guidelines govern reporting and investigation of traffic accidents involving:

1. Death or Injury

- a. An Accident Investigation Team (AIT), consisting of an Accident Investigator (AI) and Supervisor, shall be summoned to the scene of collisions when the Shift **Supervisor Sergeant** determines that technical expertise will be necessary for the complete investigation of traffic accidents that result in:

- (1) Death
- (2) Life-threatening and disabling injuries
- (3) Collisions involving police vehicles in which an injury is sustained
- (4) Other crashes as determined by the Shift **Supervisor Sergeant** or above

- b. In response to fatal collisions, as well as those involving life-threatening injuries, the following procedures will apply:

- (1) When it is evident that a fatality or life-threatening injuries are involved, officers will notify their immediate supervisor, and will request notification of all other personnel who have a responsibility at the scene, including notification of any Command personnel, a Public Information Officer (PIO), and Medical Examiner.
- (2) Officers will note the exact location and condition of the person(s) so details may be included in the investigative report and diagram.
- (3) Officers will attempt to identify the person(s).
- (4) If identification involves handling personal property or valuables, it should be done in the presence of witnesses, and documented in the written report.
- (5) Officers will properly receipt any property or valuable released to another person or agency.
- (6) The identity of the person(s) will not be released until proper notification of next of kin.
- (7) In the case of an on-scene fatality, investigative duties directly related to the body (bodies) shall be conducted with priority to

facilitate the prompt removal of the body (bodies) to the custody of the Medical Examiner.

- (8) An investigative hold will be placed on any vehicle involved in the fatal crash, which will be properly impounded to permit a later, more thorough examination of the vehicle(s).

2. Property Damage

- a. Crashes involving only property damage or less serious injuries are to be reported and investigated by the assigned officer. In minor property damage crashes, the focus may be on reporting in lieu of full investigation dependent upon the circumstances at the time. Depending on the call volume and officer availability, reporting parties may have to be advised to exchange information and file a "walk-in" traffic accident report in cases involving minor property damage.

3. Hit and Run (Evading)

- a. Crashes involving hit and run cases, also referred to as "evading" are to be thoroughly investigated. Upon determining that a crash is a hit and run, Dispatchers and arriving officers will attempt to obtain:
 - (1) The best possible description of the hit and run vehicle, the driver and/or passengers
 - (2) The direction of travel
- b. All pertinent information regarding the incident shall be immediately relayed to the Dispatch Center to be broadcast to other field units, and surrounding law enforcement agencies, if warranted. If the hit and run is of a serious nature, a Supervisor will coordinate efforts by the Department to search the area for the vehicle.
- c. On scene investigators will attempt to locate, photograph, collect, and preserve all physical evidence which may be useful in identification of the missing vehicle, including, but not limited to, blood, hair, soil, fabric, automotive parts and accessories, and paint. Officers will record statements from witnesses and, in more serious crashes, may conduct an area canvass to locate and identify other witnesses who may have information relating to the hit and run crash. Officers may be assigned to canvass garages, service stations, and check public parking lots in an effort to locate the vehicle.
- d. All information collected relative to the hit and run crash will be given

to officers in briefings and to other agencies through COLLECT and other means, if necessary. The department may use news media resources to seek additional leads to solve the hit and run crash.

- e. When a suspect vehicle is located, officers will establish positive identification utilizing physical evidence collected at the scene and, if necessary and possible, a search warrant. Officers will attempt to interview the owner of the vehicle and attempt to determine the identity of the driver at the time of the crash. Officers will take the appropriate enforcement action if the driver is identified.

4. Impairment Due to Alcohol or Drugs

- a. Officers should be alert to the fact that driver impairment due to alcohol and/or drugs is a factor in many accidents and will be alert to cues or evidence of such impairment when carrying out their investigation. Officers will take appropriate enforcement action when sufficient evidence is obtained.
- b. In cases of traffic accidents involving impaired drivers, the dispatched officer, whenever possible, should attempt to handle both the investigation of the collision and the investigation into violation of D.U.I. laws. If time limits for test samples or other conditions make this impractical, a Supervisor may assign another officer to assist with the investigation.
- c. Effective April 1, 2022, in a fatal motor vehicle accident where the officer suspects a surviving operator is impaired due to alcohol and/or drugs "a drug recognition expert shall conduct a drug influence evaluation of such surviving operator, provided such operator is not seriously injured or otherwise unable to take such evaluation as a result of the accident." This section is required to comply with Police Officer Standards and Training Council (POSTC) General Notice 21-06 and 2021SB-1201 of the Connecticut General Assembly.

5. Hazardous Materials

Collisions involving hazardous materials are to be reported and investigated in accordance with this Order.

6. Collisions on Private Property

- a. Under normal circumstances, the Department will respond to all private property traffic accidents. Upon arrival, officers shall check the credentials of each operator and vehicle, and should direct the parties

involved to exchange information. However, an on scene investigation shall be conducted when any of the following conditions are present:

- (1) The crash involved a fatality or personal injuries
- (2) A hit and run collision
- (3) Impairment of one of the drivers due to alcohol/or drugs
- (4) Reckless operation
- (5) A Town-owned vehicle was involved
- (6) Extenuating circumstances indicating an on scene investigation should be conducted, as determined by a Supervisor

b. In extenuating circumstances, such as snowstorms and other unusual occurrences, the Shift Supervisor may direct that officers do not respond to private property traffic accidents, unless one of the above conditions is present.

7. Vehicle vs Deer (Wildlife) accidents

- a. With the following exceptions, car vs deer accidents shall be documented using a case number generated by CAD containing the operator and vehicle information and a brief narrative. Officers will note the presence or absence of a deer carcass and the observations to support the collision was in fact with a deer or other wildlife. There is no need for a PR-1.
- b. The CAD generated case number will be provided to the operator.
- c. Exceptions where a PR-1 is required:
 - (1) A resultant injury or death to the operator or occupant or pedestrian related to the movement of the vehicle or its load.
 - (2) Town owned vehicles (See GO 5.8 for procedure involving police vehicles)
 - (3) Damage to property other than the primary vehicle

B. Responding to Serious or Complex Motor Vehicle Accidents

1. Under normal circumstances, one officer will usually be dispatched to the scene of reported traffic accidents. However, due to the serious nature of most of the types of traffic collisions listed below, it may be necessary to dispatch at least two officers to the scene, plus a Supervisor, depending upon information received by Dispatchers. Serious and complex traffic collisions include, but are not limited to the following situations:
 - a. Death or serious injury

- b. Hit-and-run
 - c. Impaired operation due to alcohol, drugs, or other impairing substances
 - d. Damage to public property
 - e. Hazardous materials spills
 - f. Disturbances between parties involved in a collision
 - g. Major traffic congestion as a result of a collision
 - h. Damage to vehicles that requires towing
 - i. Possible vehicular assaults or assaults with motor vehicles
 - j. A Departmental vehicle
 - k. Any collision occurring during a pursuit
2. When officers are dispatched to one of the above types of incidents, they shall respond immediately to the scene and provide the following services, according to the provisions of this General Order. These services include, but not limited to the following:
 - a. Investigating the collision
 - b. Requesting emergency and/or other services
 - c. Collection and preservation of evidence
 - d. Restoring the normal flow of traffic
 3. In less serious collisions that involve property damage only, and where the vehicles can be moved under their own power, the Department's response may take into consideration such factors as:
 - a. Workload
 - b. Availability of personnel
 - c. Unusual occurrences, such as major snowstorms, ice storms, hurricanes, etc., that tend to cause a temporary increase the number of traffic collisions volume beyond the Department's capacity to handle the calls for service in a timely manner
 4. When any of the above factors result in circumstances that tend to either delay or prevent the Department from responding to the scene of minor traffic accidents, the Shift Supervisor may permit the suspension of on-scene investigations and instruct Dispatchers to advise callers that they should exchange operator information and report the collision in person at Headquarters within 72 hours. This information should be communicated to the public through the Department's public information program, including brochures available to the public, the Department's web site, and at Citizen Police Academies.

C. On-Scene Responsibilities of Responding Officers

1. The most important function for any officer handling any traffic collision investigation is to prevent the situation from deteriorating and becoming worse. In order to accomplish this task, officers must take specific actions in a logical sequence, dependent upon the circumstances involved. Such actions include, but are not limited to:
 - a. Summoning additional assistance as needed, including EMS and/or the Fire Department
 - b. Protecting the crash scene and preserving evidence
 - c. Establishing a safe traffic pattern around the crash scene
 - d. Locating witnesses and recording information
 - e. Expediting the removal of vehicles, persons, and debris from the roadway
2. The first responding officer, as much as practical, shall identify the participants, as well as potential witnesses. Participants and witnesses should be separated to the extent possible in order to ensure that individual statements about the crash are not unduly influenced or biased. Guidelines and procedures relating to responding officers include the following:
 - a. Determination of Investigating Officer
 - (1) The primary officer who is dispatched to the scene is responsible for the handling the investigation, unless otherwise directed by a Supervisor. This officer may request assistance, as needed, and will be responsible for directing others with the particular needs. If an Accident Investigation Team (AIT) is requested, the AIT Supervisor will be in charge of the scene, and when necessary, request others to assist with the investigation.
 - b. Identifying and Dealing with Injured Persons
 - (1) Officers shall inquire with persons for possible injuries and request Emergency Medical Service (EMS) personnel as needed. In situations where there is personal injury or the imminent threat of injury, actions to deal with the injury/threat will take precedence over investigative or reporting activities. When appropriate, officers will provide assistance to rescue, fire, and other emergency personnel.
 - c. Identifying and Dealing with Hazardous Materials and Fires

- (1) On occasion, officers may respond to collision scenes that involve hazardous materials and fires. A hazardous material is any element, compound, or combination thereof which is flammable, corrosive, explosive, toxic, radioactive, an oxidizer, or is highly reactive, and which, because of handling, storing, processing, and packaging may have detrimental effects upon operating and emergency personnel, the public, equipment, and/or the environment.
- (2) Any collision involving a fire, or a commercial cargo vehicle that may be carrying hazardous materials, officers should approach cautiously. If there is an actual fire or potential for fire, officers will take appropriate actions to protect bystanders and motorists, and request the fire department.
- (3) As a matter of precaution, officers should also ask operators of commercial vehicles if they are carrying any hazardous materials. This can also be accomplished directly or indirectly by descriptive data in shipping documents, on containers, package labels, and vehicle placards.
- (4) Through training and information, including copies of the U. S. Department of Transportation Emergency Response Guidebook, officers may be able to identify the material(s) involved and relay this information to the local fire department. Absence of an identifying placard does not necessarily mean the absence of hazardous materials.
- (5) If it has been determined that there is a possibility of hazardous materials being present, the scene, which includes all the area inside the perimeter, shall be released to the control and authority of the fire department until such time as the fire department declares the emergency unfounded and/or under control. Supervisors should establish an Incident Command System.
- (6) If an officer comes in contact with suspected hazardous material, the officer shall immediately seek medical treatment, document the exposure, and notify a Supervisor.

d. Collecting Information

- (1) Officers assigned to investigations of traffic accidents are responsible for interviewing participants and witnesses, and when appropriate, such as a serious or fatal collision, obtaining statements from those persons in written form. The investigating officer will examine and record any damage to vehicles involved in traffic collisions, as well as damage

occurring to the roadway or to public or private property. Other information to be gathered may also include the following:

- (a) Obtaining and recording detailed measurements, when applicable
- (b) Ensuring that photographs are taken of all crash scenes involving:
 - 1. Fatalities
 - 2. Serious personal injuries
 - 3. Police vehicles
 - 4. Town-owned vehicles
 - 5. Extensive property damage
 - 6. Other crash scenes when deemed necessary and prudent by the investigating officer, Shift Supervisor, Lieutenant, or other supervisor
- (c) Preserving and collecting physical evidence at the scene, and submitting the evidence to the Property Custodian, including evidence that will be submitted for laboratory analysis
- (d) To assist persons involved in exchanging information
- e. Protecting the Collision Scene
 - (1) The assigned officer is responsible to protect the scene to include, but not limited to, the following critical issues:
 - (a) Preservation of evidence
 - (b) Safety of crash victims
 - (c) Safety of witnesses, bystanders, and the officer's cruiser
 - (d) Safety of other equipment, as well as, the personal property of others
 - (2) Officers will take appropriate action designed to assist the motoring public and others in safely and successfully moving through or around traffic accident scenes when such assistance is necessary. Officers with the responsibility of maintaining traffic control at crash scenes will take the following actions and precautions:
 - (a) The officer shall park his cruiser in a manner to protect the scene so as to not create an additional hazard. The

officer is to use the cruiser's overhead lights, flares, cones, police tape, etc., to warn persons and motorists of any hazard

- (b) Consistent with the need to preserve evidence, vehicles and debris are to be removed from the roadway as rapidly as possible. If a wrecker is needed, it shall be summoned in accordance with existing policy and procedure.
- (c) To prevent congestion, and to permit emergency vehicles to move freely and safely, officers will direct vehicles at the scene to be removed from the roadway as soon as possible.
- (d) Officers shall direct bystanders (except witnesses) to leave the immediate scene.

f. Controlling Property Belonging to Accident Victims

- (1) Investigating officers have a responsibility to protect property belonging to victims from theft and pilferage. Items of great value, items readily accessible to theft, money, and expensive jewelry should not be left with the vehicle, and should be tagged and submitted to the Department's Property Custodian for safekeeping, or directly given to the owner or his designate. Found property, for which ownership cannot be readily determined, shall be properly tagged and submitted to the Property Room. When the rightful owner is located and identified, the property shall be released unless it is considered contraband or is needed for evidence.

D. Follow-up Investigative Activities for Motor Vehicle Accidents

It is the responsibility of the investigating officer, including members of an AI Team, to conduct all necessary follow-up investigations. These steps may include, but are not limited to:

1. Collecting information about drivers, pedestrians, vehicle, and roadway conditions, including providing the principals with an *Exchange of Information Form*, whenever possible, and prior to leaving the scene
2. Obtaining and recording formal statements from witnesses
3. Collection and preservation of evidence
4. Collecting off-scene data, particularly in the following situations, as applicable:
 - a. To interview injured persons that have been taken to a medical facility
 - b. To examine and collect additional data or evidence when vehicles or other property may have been removed from the scene

- c. To collect personal history data on persons involved in the collision, i.e., driving record, vehicle ownership information, medical records
 - d. To obtain formal statements from witnesses away from the scene
5. Reconstructing collisions
 6. Use of expert and technical assistance, including the use of:
 - a. Mechanics
 - b. Engineers
 - c. Physicians
 - d. Other specialistsIf a cost will be incurred, the technical assistance will require the advance approval of the Chief of Police.
 7. Preparation and filing of formal reports and citations, including those supporting criminal charges, in which case appropriate copies will be forwarded to the prosecutor or the court to support the charge(s)
 8. Follow-up meetings with the prosecutor, when necessary

These responsibilities do not preclude the investigating officer from seeking the assistance of other officers who might be working different days, hours, or beats, to assist in some of these tasks, with the approval of a Supervisor.

When investigating a serious traffic accident involving a question about mechanical failure, the officer may order the vehicle impounded for an inspection by a certified mechanic. Examples would be:

1. Fatalities and other serious collisions where a strong possibility of civil litigation exists
2. Town vehicle collisions with mechanical failure in question
3. Anytime liability may possibly be attached to the Town


When the vehicle is impounded, it should be towed directly to the Police Department garage or impound area or the Department of Public Works garage. A request shall be directed to the Chief of Police for an inspection. Anytime a police vehicle is involved in a collision involving possible equipment failure, the vehicle should be placed out of service and secured for inspection prior to being placed back in service.

If a Supervisor feels that the technical skills to properly investigate a crash are not available within the Department, or if there is a conflict of interest issue with personnel conducting the investigation, he/she may request technical crash assistance from the State Police, with prior approval of the Chief of Police.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 6.4 INVESTIGATIVE FUNCTIONS

SUBJECT: COLLECTION OF EVIDENCE – OPERATIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 1/30/2018		Review Date:
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

To establish guidelines and procedures, which ensure physical evidence is properly collected, processed, seized, preserved, documented, and photographed, including latent fingerprints; and to further ensure that the department maintains adequate personnel and equipment for crime/traffic collision scene processing.

II. POLICY

It is the policy of the East Hampton Police Department to thoroughly investigate crime and traffic collision scenes. Thorough investigations include the collection, processing, handling, preservation, and documentation of physical evidence in an efficient manner. This Directive contains procedural guidelines for processing crime/traffic collision scenes.

III. PROCEDURES

A. Collecting, Processing, and Preserving Physical Evidence at Crime and Traffic Collision Scenes

The scene of any crime is itself evidence and its preservation is vitally important to the successful clearance of the case. Improper protection of the crime scene will usually result in the contamination, loss, or unnecessary movement of physical evidence items, any one of which is likely to render the evidence useless. Therefore, the first officer to arrive at the scene of the crime automatically incurs the serious and critical responsibility of securing the crime scene from unauthorized intrusions.

While it is entirely possible that the dimensions of a crime scene will be large, it is normally apparent to a trained officer where priority areas are located that require immediate protection. On the other hand, valuable evidence may be discarded or inadvertently deposited by the criminal at some distance from the (apparent) immediate scene of the crime. Thus, the area to be protected may eventually be considerably expanded beyond the area initially considered to have the highest priority.

1. Crime Scene Security

- a. It is imperative that a crime scene be secured in order to preserve the condition of the scene and prevent needless destruction of valuable physical evidence. In order to accomplish this task, it is necessary to restrict access to the scene to those persons who are going to be involved in conducting the on-scene investigation. This restriction applies to police personnel as well as civilians. Therefore, as soon as practical after arriving at a crime scene, responding officers shall take proactive steps to protect physical evidence as well as identifying potential witnesses to the crime. This may be accomplished through the following means:
 - (1) Establishing and securing the boundaries of the crime scene
 - (2) Keeping unauthorized personnel and civilians out of the secured area
 - (3) Detaining and separating witnesses to the crime
 - (4) Establishing an entry/exit point into the scene to minimize impact to physical evidence
 - (5) Establishing an inner perimeter consisting of the actual crime scene and areas where evidence has been, or is likely to be found
 - (6) Establishing an outer perimeter, which shall be restricted to authorized personnel only

- (7) Establishing a Crime Scene Log, which will include the following information:
 - (a) The date and time that scene security was initially established
 - (b) The identity, date, time, and reason of anyone (police officers, coroner's investigators, fire and EMS personnel, etc.) entering or leaving the scene
 - (c) The time that the scene security was released
- b. The officer(s) assigned to scene security shall not allow anyone to enter the scene without authorization from the Supervisor in charge of the scene. No one shall be authorized to enter the inner perimeter until responsible investigators have processed and cleared the scene, and have given such authorization.
- c. All other personnel shall not disturb, touch, or handle physical evidence prior to collection by an Evidence Technician, unless the evidence presents a danger simply by being present, i.e., a loaded firearm in close proximity to a suspect, or there is significant risk that the evidence will be lost, destroyed, or altered if not immediately collected. Should such a situation arise, it becomes the responsibility of the initial responding officer to collect and preserve the evidence until submitted by him/her to the Evidence Technician or Property Room Custodian.

2. Responsibility for Crime Scene Processing

- a. All officers shall process less serious crime scenes to the extent that his/her training and experience permits. An Evidence Technician should be requested to respond to the scene when any of the following applies:
 - (1) Crime scenes which indicate a serious crime has been committed (See Section D below)
 - (2) The nature of evidence work to be completed is beyond the officer's capabilities
 - (3) The responding officer is unsure as to whether or not physical evidence is present or is unable to determine the value of apparent evidence
 - (4) The responding officer is unsure of proper methods for preserving/collecting evidence
 - (5) The responding officer lacks proper equipment to collect specific evidence

- b. When Evidence Technicians respond to a scene they will be responsible for processing the entire scene, which may include:
- (1) Evaluating the scene to determine what evidence is present and will be collected
 - (2) Coordinating the collection of evidence with the assigned Investigator or investigating officer
 - (3) Photographing the scene
 - (4) Drawing/sketching the scene
 - (5) Taking and recording measurements
 - (6) Collecting, preserving, transporting, packaging, and submitting all evidence collected to the property room
 - (7) Completion of a detailed report documenting his/her actions, including evidence collected

3. On-Scene Command

- a. An Evidence Technician will assume command of the inner perimeter (actual crime/collision scene) upon arrival, until relieved by the Unit Supervisor, or designee. When assistance is needed to process or secure a crime scene from on-duty patrol officers or investigators, other personnel on an overtime basis may be utilized. Such assistance will be coordinated with the Shift Supervisor, Incident Commander and the Supervisor of the particular unit requested.
- b. Although larger events may be managed under a formal Incident Command System, Incident Commanders and other personnel in charge of the event, must recognize and respect the functional authority and decision-making of subordinates who may have technical expertise in a particular area.

4. Use of Personnel from other Agencies

When assistance is needed from other state and local law enforcement agencies for crime scene processing, the Supervisor shall initiate such requests through the Chief of Police, Incident Commander. Factors to consider include:

- The nature, extent, and scope of the crime scene;
- The amount of technical expertise and/or equipment required; and
- The amount of time that is required.

5. Progression of Investigation

- a. The following guidelines represent the general progression of tasks for processing a crime or collision scene. Depending upon circumstances at each event, it may not be necessary to complete each and every step listed. Those steps that are completed, however, should be done in the following order:

- (1) Securing a search warrant if appropriate, to enter and search the scene
- (2) Photographing and/or videotaping the scene
- (3) Making a sketch and/or diagram of the scene
- (4) Fingerprinting the scene
- (5) Collect and packaging of evidence
- (6) Releasing the scene

6. Guidelines for Collecting and Marketing/Labeling Evidence

- a. For physical evidence to be accepted in court, it is essential that a proper chain of evidence be maintained. The initial step in this process is marking or labeling the item at the time it is collected, seized, or received. Items shall be marked so as not to cause unnecessary damage or contamination. All evidence shall be marked in a manner that enables the officer to positively identify the item at a later date. At a minimum, the marking will contain the officer's initials and unit number. Officers should include the date and time the item was recovered.
- b. Items that cannot be marked, such as hair, blood, fibers, etc., should be placed in an appropriate container and properly sealed. All evidence must be properly labeled for identification purposes, including date recovered or taken into custody; case number, and officer's identity.
- c. Labeling can be accomplished by writing directly on items of evidence, writing directly on packaging (envelopes, paper bags, plastic bags, boxes, etc.) that contain evidence, or affixing a tag or label to the package containing the evidence.

7. Documentation of Evidence Submitted

- a. All items of evidence collected at a crime scene must be properly documented and recorded. Documentation of evidence collected is the responsibility of the person collecting the evidence. Documentation includes completion of a detailed narrative report, Evidence and Property Control Forms and, when applicable, a

Laboratory Submission Form. Requirements for completion of the detailed narrative report are defined in Sectional F of this General Order.

B. Photographic and Videotape Evidence

1. Photography and Videotaping

- a. Although Evidence Technicians generally have the responsibility for photographic duties, others may be assigned this function depending on the particular investigation or complaint. Circumstances will dictate the type of photographic documentation required, and some cases may result in more than one type of photographic documentation, such as:

- (1) 35mm digital cameras
- (2) Polaroid cameras
- (3) Videotaping
- (4) Body worn and dashboard cameras ~~cruiser video cameras~~

- b. When it is determined that photography of a scene is necessary, items of evidence shall be photographed in their original location, position, and condition (to the extent possible) prior to being collected, marked, or otherwise processed.

- c. The following crime scenes/situations/persons should be photographed when physical evidence is present or the likelihood exists that photographs of the scene will be beneficial to the investigation or prosecution at some future time:

- (1) Homicide, suicide, crash, and unknown death scenes
- (2) Rape, abduction, and kidnapping scenes
- (3) Investigations of excessive force
- (4) Injuries to a police officer or citizen during an arrest or use of force incident
- (5) Injuries to any person which occurred or were alleged to have occurred while in the custody of an East Hampton Police Officer
- (6) Crash or collision, damage, or injury involving Town-owned property
- (7) Fatal or serious injury traffic crashes
- (8) Serious property damage traffic crashes

- (9) Burglaries where total loss (damage and/or theft) or other

- circumstances requires photographs
- (10) Theft cases involving perishable goods that can be photographed and immediately returned to the owner
 - (11) When evidence may be altered or destroyed due to environmental factors.
 - (12) Arson or suspected arson of any structure or vehicle, or arson resulting in physical injury or death to any person
 - (13) Investigation of discharge of firearms by a police officer
 - (14) Aggravated assaults, felonious assaults, or serious misdemeanor assaults
 - (15) Injury to any Police Department employee sustained while on duty
 - (16) Evidence or contraband **recovered** or seized pursuant to a search warrant
 - (17) Any other crime scene or incident upon request of the reporting officer, investigating officer, or a Supervisor
- d. All photographs, **negatives, videos** and digital images **that are evidence** are stored in the **Property Room. Criminal Identification Unit. Diskettes and video cassettes are stored in the Property Room.** These items shall be tagged and secured in the same manner as any other evidentiary items. **Specific packaging instructions and labeling may be required whenever film is submitted to the lab. It shall be the Evidence Technician's responsibility to make the necessary arrangements to have the film developed. Body worn and dashboard camera videos are stored electronically using Axon's Evidence.com cloud based storage system.**
- e. Requests for copies of photographs shall be referred to the **Chief of Police or his/her designee Administrative Sergeant**, who will determine if the items can be copied and released to the requestor **and the fee for those items.** **Such requests shall be coordinated with the Records Management Unit for payment.**

2. Sketching and Diagrams

When crime / collision scene sketches are made, they will include the following information:

- a. Dimensions
- b. Relation of the scene to other buildings, roads, or other geographical features
- c. Address, floor, room, or apartment number as appropriate
- d. Location of significant features of the scene, including the victim

- e. Date and time sketch was prepared
- f. Name(s) of person(s) preparing the sketch / diagram
- g. Directions of north
- h. Location of items of physical evidence recovered
- i. Additional information needed to enable the officer to complete a final drawing at a later time.

Field sketches and diagrams made by an officer may be required at a later time as evidence in court. As such, they shall be maintained by the officer and should be submitted with the original report.

C. Processing, Developing, Lifting, and Labeling Fingerprints

1. General

- a. Crime scene and evidence processing frequently includes searching for and recovering latent fingerprints. As with any other type of evidence, proper procedures must be employed in order for the evidence to be deemed admissible in a court of law.
- b. The officer collecting the print shall apply his/her unique identification marking on the print lift to disprove any claim of tampering. The envelope containing the latent print shall be labeled with the appropriate information, to include:
 - (1) Corresponding case/complaint number
 - (2) Date lifted
 - (3) Corresponding Lift Number
 - (4) General location (address) of crime scene/incident
 - (5) Specific location where latent print was recovered (i.e., northwest basement window, refrigerator door, clear drinking glass, knife handle, victim's watch face, cash drawer, etc.)
 - (6) Identification of officer who collected latent fingerprint

2. Laboratory Submission of Latent Prints

- a. Latent print cards shall be stored in the Evidence Room and held for future suspect comparisons. When necessary, all latent prints should be sent to the State of Connecticut Crime Lab along with a completed lab submission form. Comparison and/or elimination prints may also be sent, when warranted and available.
- b. ~~If/when electronic transfer becomes available, crime fingerprints will be automatically transferred to the state repository when the process is~~

completed. A copy of each criminal fingerprint card will be maintained in the Records Division as a backup to the electronic system.

3. Storage of Fingerprint Records

- a. The Records Division will maintain latent prints as required, depending on the incident; elimination prints that have been returned to the police department from the crime lab **and are no longer considered evidence.** ; and fingerprint cards of persons arrested.
- b. All known demographic information and information relative to the charge is to be completed on all arrestee's fingerprint cards, the name of the officer completing the fingerprint process, as well as the signature of the subject being fingerprinted.
- c. The Supervisors will review all fingerprint cards to ensure that they are properly and thoroughly completed and that the fingerprints appear to be good quality. Correction forms will be used when fingerprints are sent back to personnel when the fingerprints are determined to be unsatisfactory. In such instances, the fingerprints shall be retaken, if feasible.
- d. **All arrestee fingerprinting is now done through the Idemia LiveScan machine. The fingerprints are electronically submitted to the State Police Bureau of Identification and no copies of the prints are kept in-house.**

D. Access to Personnel, Equipment, and Supplies for Crime Scene Processing

1. General

- a. In an effort to ensure availability of personnel to process crime scenes, the Department shall have a sufficient number of **qualified certified** full-time and back-up evidence technicians, equipment, and supplies, so as to be available when needed for the following purposes:
 - (1) Recovery of latent fingerprints
 - (2) Photography
 - (3) Sketch of the scene
 - (4) Collection and preservation of evidence
 - (5) **Crash investigations**
- b. Evidence Technicians will generally be requested to process the more serious crime scenes for physical evidence. For purposes of this

order, serious crimes may include, but are not limited to:

- (1) Homicide
- (2) Suicide
- (3) Sexual Assaults
- (4) Arson of any structure or vehicle (may be in cooperation with a Fire **Marshal Department** Arson Investigator)
- (5) Robbery
- (6) Major assaults (especially those with life threatening injuries)
- (7) Burglary (as determined by the Chief of Police)
- (8) Recovered stolen vehicles (as determined by the Chief of Police)
- (9) Serious injury or fatal traffic crashes (in cooperation with an Accident Investigator)
- (10) Any other crime or incident at the discretion of the Chief of Police

2. Evidence Processing Kits

- a. Evidence kits include, but are not limited to, equipment for processing and recovering latent prints; and the collection and preservation of other physical evidence. The Department may also use crime scene processing kits that are assigned to each patrol shift. These kits, when used, shall contain equipment for recovering latent prints for situations that do not require an Evidence Technician. The maintenance of these kits is the responsibility of each Shift Supervisor.
- b. Special equipment needed to process evidence and/or crime/traffic crash scenes is available and may be brought to the scene on an as-needed basis. Examples may include equipment such as portable lights, generators, ladders, and other items available through the Fire Department or other agencies.

E. Seizure of Computer Equipment

Improper seizure or shut down of computer equipment can result in severe damage to the equipment or evidence (data) being lost. These guidelines are intended for those circumstances when officers intend to seize a computer as evidence of criminal activity.

1. Search Warrant Application

- a. Generally, prior to any inspection or forensic examination of the contents of computer hardware and software, officers will need to secure a search warrant. When applying for a search warrant to seize

a computer or peripheral equipment where it is suspected that a computer is being used in the commission of a crime or where it is suspected that records of criminal activity may be stored electronically on a computer, the search warrant application may include:

- (1) The computer and monitor
- (2) Peripheral equipment, such as scanners, zip drives, printers, and accessory components
- (3) All computer disks and media
- (4) Any computer associated documentation

2. Scene Search

- a. Searches involving computers, computer software, computer data, etc., should involve a forensic computer specialist, who will work in conjunction with officers. Personnel involved in such searches will take no action to seize, operate, disconnect, or connect computers and related equipment without first receiving instruction or advice from the forensic specialist or experience officer placed in charge of the search.
- b. Once the scene has been stabilized, the actual search can be started. The search should begin by determining the computer environment. Determining the environment includes, at a minimum:
 - (1) Number and location of CPU's and peripheral equipment to be seized
 - (2) Operating system
 - (3) Size and nature of storage and back-up media
- c. Attempts to interview persons familiar with the system, to gain additional knowledge, should be conducted by officers with sufficient expertise and knowledge to discern truthfulness related to technical information that may be discussed. All department members shall be familiar with the guidelines for the seizure of computer equipment, including procedures for the following:
 - (1) Photography of the system
 - (2) Powering down the system
 - (3) Marking and labeling the computer system, connections, and plugs
 - (4) Dismantling equipment
 - (5) Documentation and media associated with seized computers
 - (6) Handling and storage of computer equipment

- (7) Obtaining technical support and forensic examination
- d. In an effort to assist officers in the seizure and examination of computers and related equipment, personnel will reference the guidebooks published by the Computer Forensics Division of the State of Connecticut Crime Lab and the [Department of Justice Guidelines for Computer Seizures](#).
- e. When additional expertise is needed officers should consider obtaining assistance from one or more of the following sources:
 - (1) East Hampton Officers with specialized computer training or extensive computer knowledge
 - (2) Other Federal, State and local law enforcement or investigative agencies with specially trained units or personnel
 - (3) Commercial computer services (with prior approval of Chief of Police)

F. Reports by Personnel Processing Crime and Collision Scenes

1. Investigator's Report

- a. An accurate record of events that transpire at the scene of a crime or traffic collision is critical to investigation and prosecution. Therefore, it is the responsibility of any officer processing the scene of a crime or crash to submit a detailed report on the sequence of events associated with a scene investigation. The report will contain the following applicable information:
 - (1) Case/complaint number
 - (2) Location of the incident
 - (3) The name of the investigating officer(s)
 - (4) The date and time the investigator(s) was summoned to, and arrived at, the scene
 - (5) The names of other officers assisting in the processing the scene and their specific involvement
 - (6) Name(s) of victim(s) and suspect(s), if known
 - (7) Name(s) of witnesses or other persons interviewed by Evidence Technicians
 - (8) Actions taken at the scene (including number or photos, measurements, prints lifted, etc.)
 - (9) A listing and disposition of evidence, property seized photos, videotapes, diagrams, etc.

2. Evidence and Property Control Forms

Minimal information required on the Evidence and Property Control Forms includes:

- Corresponding case/complaint number
- Submitting officer's name and ID number
- Property classification (evidence or in-custody property)
- Date and time property was received or taken into custody
- The Complainant/Victim name, address, and telephone number, if known
- Defendant or suspect names, address and phone number, if known or applicable
- Detailed description of property, including quantity and weight (if feasible) if the property is drugs/narcotics
- Appropriate or important comments (i.e., firearm is stolen, taken for safekeeping only, may be returned to owner, etc.)

G. Special handling for suspected opiates

1. Due to the extreme danger to officers posed by exposure to fentanyl and related potent opioid compounds intermixed with traditionally abused controlled substances, the following policy is implemented:
 - i. Suspected opioids will not be field tested.
 - ii. Suspected opioids will be packaged double bagged in clear plastic and sealed with tamper proof evidence tape.
 - iii. The officer and supervisor or OIC shall sign over the seal.
 - iv. Mark the packaging as a biohazard.
 - v. Product handling will be kept to a minimum.
 - vi. Use PPE when needed
 - vii. Do not use paper – the lab wants to see the product they are dealing with prior to opening the evidence.
2. The lab will not test for probable cause purposes. From work group discussions, they will only test after the state's attorney notifies them of a trial date.

3. Skin Contamination
 - i. If skin contamination occurs, rinse liberally with water.
 - ii. Do not use alcohol based hand sanitizer as this product increases skin permeability.

4. Recognizing that presumptive tests are an important determinant for probable cause to arrest, you will have to rely more heavily on your interview skills to obtain an admission to justify an onsite arrest.

5. This section does not apply to commercially manufactured prescription drugs in the form of pills, capsules or glass vial/bottle containers.

PROPERTY TAX CREDITS FOR SENIORS

OR DISABLED PERSONS

2021GL

@ 100

Property tax credits from \$150 to \$1,250 from total tax are available for low-income seniors or disabled homeowners on their primary residence. Eligibility for the "Homeowner's Program" is based on the following criteria:

Property owner who is at least 65 years old as of December 31 proceeding the filing period or is at least 50 years old and the widow(er) of a previously approved applicant is eligible. Totally disabled taxpayers regardless of age may also be eligible upon presentation of a Social Security Award Letter or an SSA-1099 with Medicare premiums, or proof of benefits comparable to those of the Social Security Administration. Property must be owned or held in "life use" by the applicant as of October 1 of the year prior to the application period and at the time of application.

Income limits are determined annually by the State of Connecticut.* "Income" is considered income from all sources, including tax-exempt interest and Social Security. The income limit for the 2021 tax year is \$46,400 for couples and \$38,100 for single applicants.

Applications must be renewed every two years between February 1 and May 15. Applicants must bring with them copies of their Federal Income Tax (if filed) and their SSA-1099. If taxes are not filed, applicant must provide statements of all income sources (pensions, interest income, SSA-1099, etc.)

*Qualifying Income thresholds are based on Connecticut Office of Policy & Management guidelines set annually.

LOCAL PROPERTY TAX FREEZE RELIEF FOR LOW-INCOME SENIORS

@ 4

In East Hampton, by municipal ordinance, low-income homeowners may qualify for a deferral of property taxes. This tax relief places a lien on the property in the amount of the total tax relief granted each year with interest of 0%. The lien becomes payable to the Town upon settlement of such person's estate or conveyance of the property.

To qualify for this tax freeze relief the property owner must:

- Be at least 70 years old as of December 31 proceeding the filing period or at least 62 years old and the widow(er) of a previously approved applicant.
- Either spouse shall have resided within East Hampton for at least five years before filing the claim.
- Must have qualified for the "Property Tax Credits for Seniors or Disabled Persons" referenced in this brochure.

Applicants must file at the Assessor's Office from February 1 through May 15th. Applications need to be renewed every two years.

PROPERTY TAX RELIEF FOR VETERANS, SENIORS AND DISABLED PERSONS



**Town of East Hampton
Office of the Assessor
1 Community Dr
East Hampton, CT 06424**

PHONE (860) 267-2510

FAX (860) 267-1027

**Office Hours: M-W-Thur.
8:00am - 4:00pm
Tues 8:00am-6:30pm
Fri 8:00am to 12:30pm**

www.easthamptonct.gov

EXEMPTIONS FOR VETERANS

Combat-era veterans or their surviving spouses who have filed their DD-214 (Honorable Discharge) with the Town Clerk may be eligible for a \$3000 assessment exemption on their vehicle or dwelling. The veteran must have served at least 90 days during a certified combat era. His/her DD-214 or a certified copy must be filed with the Town Clerk by September 30 in order for the exemption to be applied to the next assessment list. This basic veterans' exemption is a primary qualification for the "Additional Veteran's Exemption" further described in this brochure.

Veterans having a **combat-related disability** rating of at least 10% from the Department of Veterans' Affairs are eligible for increased benefits. To qualify for the increased benefits, the veteran must present his/her disability verification and subsequent rating changes from the VA to the Assessor by October 1.

VETERANS' COMBAT PERIODS

Sec. 27-103 CGS (as amended PA 03-85)

- **WWII** December 7, 1941- December 31, 1947
- **Korean Conflict** June 27, 1950-Jan. 31, 1955 or subsequent service in the DMZ
- **Vietnam Era** February 28, 1961- July 1, 1975 (National Guard service not included for exemption)
- **Lebanon** July 1, 1958- Nov. 1, 1958 or September 29, 1982- March 30, 1984₁
- **Invasion of Grenada** Oct 25, 1983- Dec. 15, 1983₁
- **Oper. Earnest Will** July 24, 1987- August 1, 1990₁
- **Invasion of Panama** Dec. 20, 1989-Jan. 31, 1990₁
- **Persian Gulf Conflicts** August 2, 1990 to present₂

1 In conflicts lasting less than 90 days, service must be in combat / combat support for duration. Armed Forces Expeditionary Medal required for service in Lebanon, Grenada, OP. Earnest Will and Panama.. 2 Service in Persian Gulf is not required, nor is service in combat or combat support.

ADDITIONAL VETERAN'S EXEMPTION 202106 @ 36

Low-income veterans or their widow(ers) may be eligible to receive an additional exemption. Homeownership is not required. To qualify:

- An applicant must file between February 1 and October 1 for exemption on the next assessment year's taxes.
- Must have qualified for the "Property Tax Credits for Seniors or Disabled Persons" or the "Renter's Rebate" mentioned in this brochure.
- Must have qualified for the "Exemption for Veterans" referenced in this brochure.

LOCAL OPTION VETERAN'S EXEMPTION @ 31

An additional low-income veteran's exemption is available per local ordinance.

- An applicant must qualify for the above "Additional Veteran's Exemption".

CURRENTLY-SERVING MILITARY @ 30

State residents currently in active-duty military service may also be eligible for some of the above described exemptions. In addition, one car owned or leased by any military Connecticut resident may be fully exempt from property taxes. Non-residents stationed in Connecticut may also qualify for a full exemption on their vehicles. *Call the Assessor's Office at (860) 267-2510 for further information.*

RENTER'S REBATES @ 75

Senior or disabled low-income renters may be eligible for a partial rebate of rent and utility bills, excluding telephone and cable. The filing period is April 1 through October 1. *Applications are available at the Assessor's Office.*

PROPERTY TAX EXEMPTIONS 202104 **FOR BLIND OR** @ 48 **TOTALLY DISABLED PERSONS** =

Connecticut law provides for a \$3,000 assessment exemption for taxpayers who are legally blind. Proof of the blindness (certification by a qualified medical practitioner) must be presented to the Assessor prior to October 1 in order for the exemption to be applied to that assessment year's tax bill.

Connecticut law also provides for a \$1,000 assessment exemption for totally disabled persons who are receiving benefits under a federal, state or local retirement plan, which contains requirements comparable to those of the Social Security Administration. Proof of disability must be presented to the Assessor prior to October 1 in order for the exemption to be applied to that assessment year's taxes.

Homeowners who are totally disabled may also be qualified for tax credits under the State-sponsored Homeowners Program even if they have not reached age 65. Please refer to the information in this brochure under the title "Property Tax Credits for Senior and Disabled Persons."

HANDICAP EQUIPPED VEHICLES @ 6

In East Hampton, by the municipal ordinance, privately used motor vehicles that have been retrofitted to accommodate a handicapped person may be fully exempted from property taxes. *Contact the Assessor's Office at (860) 267-2510 for further information.*

Office of the COLLECTOR OF REVENUE

KRISTY MERRIFIELD, CCMC

kmerrifield@easthamptonct.gov



October 25, 2022

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are twelve (12) refunds totaling \$4,241.43.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

- 9.48 ⊕
- 64.07 ⊕
- 52.58 ⊕
- 103.58 ⊕
- 3,177.00 ⊕
- 9.05 ⊕
- 44.60 ⊕
- 653.42 ⊕
- 48.30 ⊕
- 30.59 ⊕
- 17.27 ⊕
- 31.49 ⊕

012

4,241.43 ⊕

BOARD AND COMMISSION SUMMARY SEPTEMBER 2022

Arts & Culture Commission

The Arts & Culture Commission met on September 15. The members will be sending a letter to the garden hosts and artists about a Spring reception. The Poet Laureate has been in contact with the Middle School librarian regarding an activity with students. The member reviewed the budget expenditures to date. There is a new Chairperson for the Art Association. There was discussion of the painted bells and a possible activity related to them.

Board of Finance

The Board of Finance met on September 19th for an Executive Session followed by their Regular Monthly Meeting. The 1-hour Executive Session was to discuss the East Hampton Schools' Security Protocol. The Regular meeting followed where a 5-1 vote approved the recommendation of an additional appropriation for the hiring of Armed Security Officers at Memorial, Center and EHMS. Discussion on the Town & BOE IT restructuring/consolidation was again postponed until the October 17th Regular Meeting unless interested parties met before that time.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency met on September 26. The members discussed finding new members to fill the vacancy on the agency. Ms. Nefeli Bompoti from UConn TAB was present at the meeting to help guide the members on what needs to be added and what needs to be cut from the grant application. There was a suggestion to add demographics statistics and data from the town in the application. The members discussed the member's roles and creating a timeline of action items.

Clean Energy Task Force

The Clean Energy Task Force met on September 6. The members discussed updates, remaining tasks, High School student and faculty participation, and event assignments for the September Electric Vehicle Show. The members discussed all of the remaining last-minute tasks and updates for the event since there won't be another meeting before the event will be held. The members briefly discussed the fall Heat Smart Campaign and possible funding for the Task Force's initiatives. Eversource and CT Energy Network were both suggested for possible funding places for campaigns. The members will investigate more options for funding for programs and initiatives.

Commission on Aging

The Commission on Aging met on September 8. State Representative Irene Haines was in attendance and answered questions of the members. Ms. Ewing provided an overview of activities at the Senior Center. Commission members will present survey recommendations to the Town Council on September 27th. The recycle bags and miscellaneous giveaway items have been ordered.

Conservation-Lake Commission

The Conservation-Lake Commission met on September 8. Two members from the public discussed their concerns over the coon tail plants infesting the lake shore in their area. The members received a liaison report update from Mr. Hall. There are two options for dredging that the commission members will review and approve at their next meeting. The members received an update on the new six lake and watershed projects. Proposals for the new projects were drafted and ready to be sent out. The Town Council will review, discuss, and approve of the projects at their Tuesday meeting. The members discussed new plans for their educational meeting with the public. A tentative date for the meeting would be October 27. The drawdown of the lake was discussed. The members made a motion to draw the lake down by 28 inches by Thanksgiving. The drawdown should start on October 15th. The lily pad infestation

of Cranberry Bog was brought to the attention of the commission members by the owner of the pond. He was seeking guidance and help in resolving the problem.

Design Review Board

The Design Review Board met on September 15. The members discussed the plan review for 70 Main Street to restore the façade of the building. The co-owner of the building joined the meeting to present and answer questions from the members on the proposed plan. A new black awning, four outdoor sconces, and sliding windows are included in the plan to be installed on the storefront of the building. The members suggested investigating ADA regulations for handicap accessibility for the entrance of the store. More space will be added to the sidewalk since the bump outs will not be re-built. The members made a motion with recommendations for the applicant to consider for their application. The members discussed the canopy sign at the Gulf gas station in the Village Center and the signage for Global Storage. The Gulf canopy sign will be changed out for a different style to fit the theme of the Village Center. And the storage facility added a new sign to their existing sign stating they take boats and cars for storing as well. The members discussed the original signage when the plan was presented at the various boards and commissions before construction started.

Economic Development Commission

The Economic Development Commission met on September 20. The members briefly discussed the bells on the bridge event. The members discussed the revisions and modifications to the Business Incentive Program guidelines and guidance to make them more comprehensive and accessible for the members. The modifications and revisions or changes were approved by the members and will be sent to the Town Council for approval. The RiverCOG will be drafting an Economic Development survey. The members were encouraged to fill out the survey to help collect information. The members discussed drafting a document explaining the Incentive program to help gain more applications and to promote and spread the awareness. The STEAP Grant awardees were announced by the Governor's office; with East Hampton being one of the town's being awarded funding.

Fire Commission

The Fire Commission met on September 12. The members approved of the purchase of four new tires for the Ladder truck. Updates for the dry hydrants, the letter to the Town Manager, the fire boat, and the fire safety trailer were given to the members. The members discussed requests and items to include in the next fiscal year's capital and operating budget. A few properties in town were discussed as possible locations for the new Fire Department building. The members decided to change the meeting start time to 7:30 P.M. for the rest of the year.

Inland Wetlands Watercourses Agency

The Inland Wetlands Watercourses Agency met on September 28.

New Applications:

- A. Application IW-22-020: Christopher Burt, 23 Day Point - Construction of New Single-Family Home in Upland Review Area. Map 10A/ Block 83/ Lot 31. Dean Kavalkovich made a motion to continue the application to the next regularly scheduled meeting. Scott Hill seconded the motion. Vote: 5-0
- B. Application IW-22-021: Ed Basile, 53 Day Point - Construction of New Single-Family Home in Upland Review Area. Map 10A/ Block 83/ Lot 36A. Dean Kavalkovich made a motion to continue the application to the next regularly scheduled meeting. Pete Wall seconded the motion. Vote: 5-0
- C. Application IW-22-022: Town of East Hampton, Dredging of Lake Pocotopaug at Hawthorne Avenue drainage outlet. Map 10A/ Block 82/ Lot 33A. Josh Wilson made a motion to continue the application to the next regularly scheduled meeting. Dean Kavalkovich seconded the motion. Vote: 5-0

- D. Application IW-22-023: Town of East Hampton, Dredging of Christopher Brook at outlet to Lake Pocotopaug. Map 04A/ Block 63B/ Lot 21-5A. Josh Wilson made a motion to continue the application to the next regularly scheduled meeting. Dean Kavalkovich seconded the motion. Vote: 5-0
- E. Application IW-22-024: Town of East Hampton, Reclamation of Beach Sand at Sears Park. Map 04A/ Block 63B/ Lot 20. Josh Wilson made a motion to continue the application to the next regularly scheduled meeting. Dean Kavalkovich seconded the motion. Vote: 5-0

Joint Facilities

The Colchester- East Hampton Joint Facilities met on September 20 in person and via Zoom. Representatives from AECOM gave a brief overview of the MAPS study. Work continues on the aeration tanks. The job posting went out to fill two (2) Wastewater Operator positions.

Library Advisory Board

The Library Advisory Board met on September 19. A new board member, Amie Meachum, was welcomed by the board. A new Adult/Young Adult Librarian was hired. Keri Blanda was promoted to the position. The results of the summer reading program were reviewed. Members discussed capital requests for the Library. The Circulation Policy and Proctoring Policy were approved by the Board. The library acquired a 3D printer. Members discussed service possibilities and a 3D Printing Policy for upcoming discussion. The Friends of the Library will be having their book sale on November 4 and 5.

Middle Haddam Historic District Commission

The Middle Haddam Historic District Commission met on September 22. The members reviewed and discussed an application for a certificate of appropriateness at 57 Middle Haddam Road. The applicant joined the meeting via zoom to present to the commission members. The plan is to redo the stonework on the wall in front of the house and rebuild the stone walkway to the front and side doors. The members approved of the application as submitted by the applicant. The members discussed adding the application form and member's information to the bulletin board in the post office. The fence book was suggested to be dropped off to Ms. Schaffer for a point of reference for her privacy fence. The members also discussed contacting Mr. Rand to discuss taking the "Entering Historic District" sign from his building.

Parks & Recreation Advisory Board

The Parks & Recreation Advisory Board met on September 6. The Air Line Trail Sub-Committee member reported there will be another trail cleanup day soon. The High School Fields project is in the final walkthrough phase. There was a request to form a Travel Basketball sub-committee. Interviews are being set up for the Program Leader Position. Mr. Hall presented a possible pocket park located off Walnut Avenue. Mr. Hall discussed capital projects.

Planning & Zoning Commission

The Planning & Zoning Commission met on September 7.

Public Hearings:

- A. PZC-22-008: CLW Real Estate Developments LLC., Re-subdivision of Salmon Run Estates, Phase IV & V, 26 lots on Salmon Run / Deer Meadow. Original Parcel: Map 35/ Block 95/ Lot 7. Mr. Kuhr made a motion to close the Public Hearing. Mr. Sennett seconded the motion Vote: 7-0 Mr. Rux made a motion to approve the re-subdivision referencing the plans already on file for a length of time currently allowed by Statute with conditions. Mr. Kuhr seconded the motion. Vote: 7-0 6. New Business:

Old Business:

- A. Discussion: Adult Use Cannabis Regulations. Mr. Rux made a motion to set a public hearing for October 5, 2022. Mr. Gauthier seconded the motion. Vote: 7-0

Water Pollution Control Authority

The East Hampton Water Pollution Control Authority met on September 6 in person and via Zoom. Mr. Clayton reported that the drilling at the Pine Brook aquifer is temporarily on hold. The Royal Oaks water system developed a few problems in September. Repairs were made and system was flushed. The bid package for the three (3) force mains is out and the bid opening is scheduled for September 15th.

A Public Hearing was held on September 6 to allow property owners to be heard regarding the proposed annual sewer use rates effective on October 1. The annual sewer user fee for gravity connections to be \$520.00/EDU and for those properties served by grinder pumps maintained by the WPCA the fee will be raised to \$300.00/EDU totaling \$820.00. Vote: 5-0. Motion Passed.

Zoning Board of Appeals

The Zoning Board of Appeals met on September 12.

Public Hearings:

- A. Application ZBA-22-005: Benjamin Leitch, 12 Lakewood Road, Increase lot coverage from 23.24% to 25.03% for covered deck. Map 03A/ Block 44/ Lot C-73. Vice-Chairman Reed made a motion to approve Application ZBA-22-005: Benjamin Leitch, 12 Lakewood Road, Increase lot coverage from 23.24% to 25.03% for covered deck. Map 03A/ Block 44/ Lot C-73. The motion was seconded by Ms. Jacobson. Vote: 5-0
- B. Application ZBA-22-006: Tyler Thompson, 127 Tartia Road, Reduce the side setback from 25' to 22' for barn addition. Map 27/ Block 53/ Lot 18B. Mr. Pfaffenbach made a motion to approve Application ZBA-22-006: Tyler Thompson, 127 Tartia Road, Reduce the side setback from 25' to 22' for barn addition. Map 27/ Block 53/ Lot 18B. The motion was seconded by Ms. Jacobson. Vote: 4-1
- C. Application ZBA-22-008: William & Kim Massie, 53 Depot Hill Road, Reduce the side setback from 25' to 10' and front setback from 50' to 15' for a shed. Map 05/ Block 3/ Lot 3D-1. Vice-Chairman Reed made a motion to approve Application ZBA-22-008: William & Kim Massie, 53 Depot Hill Road, Reduce the side setback from 25' to 10' and front setback from 50' to 15' for a shed. Map 05/ Block 3/ Lot 3D-1. The motion was seconded by Mr. Pfaffenbach. Vote: 5-0
- D. Application ZBA-22-009: Helena Gatto-Supino, 6 Brook Trail, Reduce side setback from 15' to 1' for deck stairs. Map 10A/Block 79/Lot 9. Mr. Pfaffenbach made a motion to approve Application ZBA-22-009: Helena Gatto-Supino, 6 Brook Trail, Reduce side setback from 15' to 1' for deck stairs. Map 10A/Block 79/Lot 9. The motion was seconded by Ms. Jacobson. Vote: 5-0
- E. Application ZBA-22-010: Kyle St. George, 4 Terp Road, Reduce the front setback from 50' to 25' for a detached garage. Map 06/ Lot 14 Block 5-4. Ms. Jacobson made a motion to approve Application ZBA-22-010: Kyle St. George, 4 Terp Road, Reduce the front setback from 50' to 25' for a detached garage. Map 06/ Lot 14 Block 5-4. The motion was seconded by Vice-Chairman Reed. Vote: 5-0
- F. Application ZBA-22-011: Chris Burt, 23 Day Point, Christopher Burt, 23 Day Point Road, Reduce side setback from 15' to 12.2'. Map 10A/ Block 83/ Lot 31. Vice-Chairman Reed made a motion to approve Application ZBA-22-011: Chris Burt, 23 Day Point, Christopher Burt, 23 Day Point Road, Reduce side setback from 15' to 12.2'. Map 10A/ Block 83/ Lot 31. The motion was seconded by Mr. Pfaffenbach. **Vote: 5-0**