


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: November 8, 2019

SUBJECT: Agenda Information – 11/26/2019

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

7 Resolutions/Ordinances/Policies/Proclamation

7a Resolution Regarding Homeland Security – The Council is asked to review and approve the required resolution naming the Town Manager position and me as the occupant of the position as the authorized representative of the Town for Homeland Security grants and related activity. The State’s Department of Emergency Services and Public Protection (DESPP) manages the federal and state funds allocated to emergency preparedness and security matters. In turn, DESPP works with the municipalities with coordinated activities, regional response and some local funding. One of the major actions that occurs annually is the execution of a Memorandum of Understanding through which we agree to participate and follow the requirements. The State requires the Council to authorize someone in the organization to execute this and other documents on the behalf of the Town.

Action: The Council is asked to adopt the resolution naming the Town Manager and, specifically, me as the current Manager as the authorized representative.

8 Continued Business

8a Water System Proposals – The work to evaluate the proposals received from the two water companies was completed by the Town’s hired consulting firm. Based on that review, which indicated that neither company was in a position to make a firm proposal but that both did provide information on how it would approach the project and general estimations of cost, the consultant has been asked to develop a financial estimation and plan for the Town’s consideration. Additionally, I have arranged a meeting with our local Legislators to discuss access to State funding assistance and have requested a meeting with the State office in charge of municipal water systems. We have not yet received the financial estimation and plan. Once a financial plan is in place, we will take steps to determine which of the responding water companies will be selected to work with the Town to implement a water system. No action is necessary by the Council at this time.

8b Lake Aeration Project – A separate memorandum is included in this packet related to this matter. The Council is asked to review that report and to confirm whether it wishes to proceed to the next steps involving permitting and an RFP process. Further, the Council should indicate its preference on the source of funding for the project.

9 New Business

9a Reallocation of funds to a Library Ceiling Tile Project – The Council is asked to review the information and Board of Finance recommendation to reallocate \$24,255 from the unspent funds previously devoted to the roofing project at the Library to the replacement of the ceiling tiles and related electrical work inside the Library. Approximately \$110,000 was unspent on the roof project and is returned to the General Fund. If allowed, the Library would intent to complete this work during the winter.

Action: The Council is asked to consider waiving second reading of this matter and approve the reallocation to allow the work to proceed.

9b Additional BOE Appropriation – The Council is asked to consider information and the Board of Finance recommendation related to officially appropriate \$91,084 to the Board of Education budget related to expenses for the STARS program. The expenses of this program and the resulting reallocation are funded through tuition payments made by outside entities. As such, a revenue source is available that offsets this additional expense. More explanation is found in the Superintendent’s letter included in the packet.

Action: The Council is asked to consider waiving second reading of this matter and approve the reallocation.

9c Budget Transfers – The Council is asked to review the proposed budget transfers and the Board of Finance recommendation related to \$52,231 in transfers between lines in the Town’s FY2019 budget. These End-of-the-Year transfers reallocate budgeted funding from two areas (Legal and Contingency) to small expenses in 18 other budget lines where unexpected expenses ranging from \$1 to \$13,680 were experienced.

Action: The Council is asked to consider waiving second reading of this matter and approve the budget transfers.

10. Town Manager Appointments – It is anticipated that Town Manager appointments to the Economic Development Commission will be announced at the meeting.

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.

**AUTHORIZING RESOLUTION OF THE
EAST HAMPTON TOWN COUNCIL**

RESOLVED, that the Town Council may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that David E. Cox, as Town Manager of the Town of East Hampton, is authorized and directed to execute and deliver any and all documents on behalf of the Town Council and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that David E. Cox now holds the office of Town Manager and that he has held that office since September 1, 2019.

Adopted this 26th day of November, 2019.

James "Pete" Brown, Town Council Chairman

Attest:

Kelly Bilodeau, Town Clerk



**FFY 2019 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**




Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Richard Klotzbier
Municipality Name:	EAST HAMPTON
Town CEO Name:	David Cox
Town CEO Title (ie. Mayor):	Town Manager

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	Richard Klotzbier
Address:	20 East High St East Hampton CT
Email:	firemarshal@easthamptonct.gov
Phone:	860-267-0088
Fax:	860-267-5811



**FFY 2019 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1.

Instructions for: EAST HAMPTON

Received by: Richard Klotzbier

For the MOA:

- A municipal point of contact been identified in Part III, Section M.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2019 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2.

Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 3 REPT Chair has signed and dated the agreement.
- The Region 3 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 8, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2019 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of EAST HAMPTON, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2019 State Homeland Security Grant Program (SHSGP), Award No. EMW-2019-SS-00040. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2019 SHSGP in the total amount of \$1,539,465 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center;
 - c. CBRNE Detection and Response;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program;
 - f. Medical Preparation and Response; and
 - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including EAST HAMPTON – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. EAST HAMPTON is eligible to participate in those Federal Fiscal Year 2019 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$358,659.20 (and an additional \$65,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the REPT in accordance with its approved bylaws, upon execution of the grant accepted by the SAA.

B. Purpose of Agreement

The SAA and EAST HAMPTON enter into Part I of this MOA authorizing the SAA to act as the agent of EAST HAMPTON and allowing the SAA to retain and administer grant funds provided under 2019 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and EAST HAMPTON Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,539,465 in furtherance of the seven regional set-aside projects listed above.

EAST HAMPTON agrees to allow the SAA to provide financial and programmatic oversight of the \$1,539,465 for the purpose of supporting the allocations and uses of funds under the

2019 SHSGP consistent with the 2019 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. EAST HAMPTON agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments & EAST HAMPTON Responsibilities.

EAST HAMPTON also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2019 regional allocation not included in the seven regional set-aside projects in the amount of \$358,659.20 (an additional \$65,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of EAST HAMPTON, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. EAST HAMPTON has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of EAST HAMPTON, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that EAST HAMPTON may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2019 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2019.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and EAST HAMPTON, enter into Part II of this MOA regarding asset(s) for which EAST HAMPTON agrees to be the custodial owner, and which are described in the approved 2019 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of Governments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in EAST HAMPTON may be made after the execution of this agreement and that Appendix A shall be completed accordingly. EAST HAMPTON agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of EAST HAMPTON.

4. Responsibilities of Custodial Owner

EAST HAMPTON understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, EAST HAMPTON agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of EAST HAMPTON's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by EAST HAMPTON shall conform to the manufacturer's recommendations. If appropriate, EAST HAMPTON shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of EAST HAMPTON performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), EAST HAMPTON is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If EAST HAMPTON does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of EAST HAMPTON is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving EAST HAMPTON written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until EAST HAMPTON, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If EAST HAMPTON through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then EAST HAMPTON must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

EAST HAMPTON agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

EAST HAMPTON commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. EAST HAMPTON agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

- 3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
- 4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
- 5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531 Fax: 860-685-8902
2. The Point of Contact for <u>EAST HAMPTON</u> (Please fill in the following fields)	
Name & Title: Richard Klotzbier	
Address: 20 East High St East Hampton CT	
Email Address: firemarshal@easthamptonct.gov	Phone: 860-267-0088 Fax: 860-267-5811

N. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or EAST HAMPTON. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE EAST HAMPTON

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: David Cox Town Manager

CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name _____

MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**


Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: November 22, 2019

SUBJECT: Feasibility Report – In-Lake Treatments/Aeration

At its meeting on October 22, 2019, the Town Council adopted a motion *“to instruct the Town Manager to work with staff and the Conservation Lake Commission to determine the feasibility of implementing the Everblue Lakes proposal in conjunction with the 9 Point Watershed Plan and to report back to the Council by November 26th.”* In response, the following report will address the following matters.

1. Basic issues in Lake Pocotopaug
2. Means by which the issues can be addressed both short term and long term
3. Feasibility of an aeration treatment of the sort proposed by EverBlue Lakes
4. Contracting and funding of work related to in-lake treatment and long-term watershed improvements
5. Next steps including State review and permitting, solicitation of proposals from other vendors, award of a contract and implementation of the work
6. Other Matters

Basic Issues in Lake Pocotopaug

Lake Pocotopaug is considered an Impaired Lake by the State of Connecticut. The impairment is created by factors that are rooted in one cause: excess nutrient levels. According to the Lake Pocotopaug Nine Elements Watershed Based Plan (Nine Point Plan), most of the excessive nutrient loading in the lake comes from stormwater runoff (70%) with the balance of the nutrient load attributed to the internal load found in the material at the bottom of the lake (19%) and from rain, other atmospheric deposits and animal/water fowl deposits directly into the lake (11%). The nutrient loads of Phosphorous and Nitrogen lead to decreases in water clarity and excessive production of Chlorophyll-a and cyanobacteria (commonly referred to as Blue Green Algae). Release of the nutrients in the water is linked to the loss of oxygen in the water at deeper levels during the summer and early fall when the lake water temperature is stratified with the coldest water at the bottom never circulating to the surface at which it is able to collect oxygen. Ultimately, the presence of Blue Green Algae in the lake has led to closures and warnings related to use of the lake for contact activities like swimming. While long term improvements in the watershed are expected to address this issue, a more immediate means of addressing the Blue Green Algae issue is desired.

Means to address water quality issues

At a Special Meeting of the Conservation Lake Commission (CLC) on November 7, 2019, I was able to discuss options for addressing the nutrient loading and Blue Green Algae issue in the lake with the Commission and the Town’s paid lake consultant, Dr. Knoecklein of Northeast Aquatic Research. I

further discussed the potential positive and negative issues related to the proposed plan to aerate or destratify the lake as well as other options.

Based on the discussion at the meeting, a reasonable estimate of when the impact of the watershed improvements will be realized in the lake in the form of reductions in Blue Green Algae blooms is five years or more, which assumes continued aggressive work to make the improvements. During the November 7 meeting with the CLC, we discussed near term ways to address the Blue Green Algae situation with Dr. Knoecklein and staff of Northeast Aquatic Research, East Hampton's lake science professionals. During the meeting we discussed the use of Alum, Copper Sulfate and the aeration and destratification programs. Two of the approaches involve sequestering or minimizing the availability of Phosphorous in the water column, which, in turn, minimizes the amount of this nutrient that is available to algae. The other method involves an actual algicide that is intended to kill algae growths.

The use of Copper Sulfate treatments as a means to control algae growth was reviewed. In this use, Copper Sulfate is considered an algicide that kills the existing algae in the treated area but does not address any of the underlying issue. It is considered a true "Band Aid" approach and can last a few weeks or more depending on the conditions. In addition to not protecting from Phosphorous in any way, the decaying algae material can actually contribute to the problem over time.

The use of an Alum treatment (Aluminum Sulfate) or similar processes was discussed. East Hampton has used the Alum treatment approach in the past with mixed results. The Alum treatment involves the introduction of Aluminum Sulfate into the water, which is intended to bond with Phosphorous in the water column and cause that material to drop to the bottom of the lake. Further, the Alum and the phosphorous to which it has bonded also form a layer of protection that sequesters the Phosphorous in the bottom material and prevents it from mixing with the water column. While an effective Alum treatment could be considered a season-long treatment, new Phosphorous-containing material is added to the lake each time there is a stormwater run off event thereby adding material on top of the sequestered Phosphorous at the lake bottom.

Most of the discussion at the November 7 meeting focused on the use of aeration or destratification as a means to address Phosphorous and other issues in the lake. Aeration involves the specific introduction of oxygen to areas of the lake that are deprived, usually seasonally, of oxygen due to the fact that water circulation is not occurring. The introduction of oxygen can be accomplished without destratifying the lake via liquid oxygen or via a controlled introduction of small bubbles. In order to achieve the oxygenation without mixing the lake, the method must be carefully controlled and can involve mechanical columns or tubes that allow aeration without mixing of water that is stratified due to temperature variations. (Water is most dense at about 39° F) Another method, and the one described by EverBlue at its presentation in October, involves mixing the water in the lake via air being pushed through diffusers located near the bottom of the lake. The intent of the mixing is to allow water contact with the bubbles created by the diffusers thereby creating an upwelling of the water that will not only

allow some aeration from the bubbles but will also carry the water to the surface where it will interact with the atmosphere and collect oxygen. This is referred to destratification because it eliminates the temperature layers that develop as the surface waters warm during the summer. The introduction of oxygen into the water at all levels prevents the natural reactions that occur in water without oxygen; the release of additional Phosphorous into the water column. The additional Phosphorous comes from the breakdown of matter at the lower levels of the lake that occurs in anoxic (without oxygen) situations. The Phosphorous in the muck is frequently referred to as “Legacy Phosphorous” presumably because it exists in the bottom of the lake and is not actively being introduced as in a runoff event. Additionally, the impact of new Phosphorous introduced through runoff events is diminished when the entire water column is saturated with oxygen.

Feasibility of Aeration Treatments

Notwithstanding the willingness of the State to allow this type of in-lake treatment, the use of aeration to address Lake Pocotopaug’s issues does seem feasible. If the Town is averse to use of an Alum treatment, which may be less expensive but with which we have had negative experiences, then an aeration or destratification system could be a good alternative. Such a system, if designed, installed and managed properly, can be effective in preventing the anoxic environment that allows the release of additional Phosphorous. The lack of additional Phosphorous in the water prevents the growth of algae or Blue Green Algae by starving it of one of its nutrient sources. As Dr. Knoecklein pointed out, it is critical that full aeration or mixing is achieved, especially in a destratification plan, as the effects of a lack of oxygen in portions of the lake can be exaggerated by the upwelling or mixing which can help distribute Phosphorous. At its meeting on November 14, 2019, the CLC recommended the use of aeration to the Council by a majority vote.

Contracting and Funding of In-Lake Treatments and Watershed Improvements

Contracting of a proposed aeration project must be made in accordance with the Town Code as it relates to Purchasing (Chapter 117), which requires that most purchases exceeding \$20,000 must be made through the use of a sealed bid or Request for Proposal process. It is not likely that any of the Exemptions listed in Section 117-4 of the Code would apply to this project. The standard process notwithstanding, the Council is afforded the authority in Section 117-7 to waive the bidding procedure for a purchase upon making a determination by a vote of six (6) of the Council members that waiving the process is “in the best interest of the Town.” If this route is desired, the Code requires a public notice of the intended vote be made not less than seven (7) days in advance of the vote. With sufficient time available, it is likely appropriate to subject the proposed project to an RFP process.

Funding of the project can take two main directions and each has certain steps. First, the Town could choose to fund the project through a lease agreement. In this instance, the annual cost of the lease would need to be included in the Town’s budget and the cost is reviewed annually. This would be most appropriate for any arrangement that includes not only the cost of equipment but the cost of any other services that might be included in the project. In order to ensure that the Town has funds allocated for

the fabrication and installation of the system and the start up in the 2020 Fiscal Year, the Council should consider the appropriation or reappropriation of existing Town funds. In particular, it may be appropriate to consider the reallocation of Capital Funds related to Lake activities to this purpose. Currently, the Town has approximately \$226,000 allocated to capital project that will improve the lake's health and condition. The reallocation of Capital Funds would be accomplished through the standard process involving the Capital Committee, the Board of Finance and the Town Council. As part of the 2021 budget process, funds would also be included for this project and would continue to be included into the future as the need or lease agreement continues. Of course, as with most of our leases, this would include a "non-appropriation" clause that would indicate that if the Town did not appropriate for the payment of the lease, it is automatically cancelled and the equipment is removed.

As an alternative, the Town could choose to bond the cost of the project and use debt to pay the cost over time. In this instance, the process involves the Board of Finance, the Town Council and the electors at a Town Meeting/referendum for that purpose. This approach causes the cost of the project to an irrevocable expense of the Town of the duration of the bonds.

Next Steps

I suggest that the next steps in this process will involve review of the plan with the State of Connecticut, through representatives of the Department of Energy and Environmental Protection (DEEP), acquisition of a permit for the project, development of an appropriate RFP and award of a specific contract for the work as well as acquisition of the necessary easements for location of equipment. Representatives of DEEP have been sent information on the proposed aeration or destratification program, however, to this point, DEEP personnel have not provided commentary or direction regarding the plan. Staff and members of the Conservation Lake Commission are attempting to engage the proper State personnel but changes in DEEP staffing have made this challenging. Once we can engage with DEEP staff, we will be able to move toward proper permitting and inclusion of any DEEP requirements in the RFP process.

I was asked to attempt to develop an RFP for the proposed system in order to move the project ahead in a more timely fashion. While I have not been able to develop the RFP, I have been seeking models of RFPs for this kind of work on which ours can be based. I have some sample documents that will be used for the RFP development. In consideration of Mr. Tucci's comments at the October presentation regarding the time it would likely take to purchase, fabricate and install a system as proposed, it appears that a final decision would need to be made by the end of February to ensure that the system would be in place for the 2020 summer season.

Other Matters

I will take the opportunity to reiterate the comment made in the staff report submitted to the Town Council as part of the October 22, 2019 packet. In that memorandum, staff noted the importance of continuing to implement the Nine Point Plan. As the plan notes, currently, a great deal of nutrients and other material enter the lake during every runoff event. The Town is encouraged to continue to pursue

capital improvements throughout the watershed that will serve to reduce that external loading. This will be an important factor in the long term health of the lake, our ability to end the annual expense of aeration and, likely, the State's support of any future activities.

DC

[The Lake Pocotopaug Nine Elements Watershed Based Plan can be found on the Town website here:
https://www.easthamptonct.gov/sites/easthamptonct/files/uploads/lakepoco9pointplanfinal.pdf](https://www.easthamptonct.gov/sites/easthamptonct/files/uploads/lakepoco9pointplanfinal.pdf)

Town of East Hampton
Additional Appropriation / Transfer Request Form
Fiscal Year 2019-2020

Fund: General Fund
Department: Library

Additional Appropriation
Transfer

The following additional appropriation / transfer is recommended for board approval.

<u>Estimated Revenue</u>		
Capital Reserve Fund – Transfers In	01830000-4814	\$ 24,255

<u>Appropriation</u>		
Capital Reserve Fund – Transfers Out	01810000-5924	\$ 24,255

Explanation

The above transfer request is requested for the replacement of ceiling tiles and related electrical work in the library. Costs are estimated as follows:

Ceiling tiles	\$19,500 (quoted)
Electrical	\$3,600 (quoted)
Contingency 5%	<u>\$1,155</u> (estimated)
Total	<u>\$24,255</u>

Source of Funds

Funding is from unspent funds (\$110,851,76) that were returned to the General Fund from the Library Roof replacement project.

Recommended motion:

Resolved, that the Board of Finance recommends to the Town Council the above additional appropriation from the return of capital funds and that a capital project be created in the Capital Reserve Fund to account for costs associated with the project.

<u>Approved</u>	<u>Yes</u>	<u>No</u>	<u>Date</u>
Board of Finance			11/18/2019
Town Council			

**Town of East Hampton
 Additional Appropriation / Transfer Request Form
 Fiscal Year 2018-2019**

Fund: General Fund
Department: Education

Additional Appropriation
Transfer

The following additional appropriation / transfer is recommended for board approval.

<u>Estimated Revenue</u>		
BOE Special Revenue Fund (STARS) – Transfers In	01830000-4829	\$ 91,084

<u>Appropriation</u>		
Board of Education Special Item	01911000-5955	\$ 91,084

Explanation
 See attached letter dated November 13, 2019

Source of Funds
 Funding is from STARS tuition revenue (\$91,084)

Recommended motion:
 Resolved, that the Board of Finance recommends to the Town Council the above additional appropriation.

<u>Approved</u>	<u>Yes</u>	<u>No</u>	<u>Date</u>
Board of Finance			11/18/2019
Town Council			



EAST HAMPTON
PUBLIC SCHOOLS

PAUL K. SMITH
Superintendent of Schools

MARY E. CLARK
Director of Curriculum and Instruction

94 MAIN STREET
EAST HAMPTON, CONNECTICUT 06424
(860) 365-4000

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

KAREN HITCHCOCK ASETTA
School Business Manager

November 13, 2019

To the East Hampton Board of Finance, Town Manager David Cox, and Director of Finance Jeff Jylkka:

The East Hampton Public Schools requests the East Hampton Board of Finance approve an additional appropriation of \$91,084 to the Board of Education – this is the June 2019 balance of tuition revenue (net of direct expenses) received from two external school districts for services provided to their students.

This income was generated from our elementary “STARS” program, a small group experience integrated within Memorial School. The program was developed to serve our own students through a broad range of support and specialized programming. In addition to special education services, reimbursement of expenses for regular education certified and non-certified roles, facility costs, and administrative time (including Central Office) are included in the tuition charged to the sending districts.

The East Hampton school district transparently declared this revenue as an offset to our operating budget during the budget process. The 2018-19 budget included a projection of \$68,000 for tuition revenue, reducing overall operation expenditures.

Thank you,

Paul K. Smith
Superintendent

c. Chris Goff, Chairperson East Hampton Board of Education
Members East Hampton Board of Education

Town of East Hampton
Fiscal Year 2018-2019 End of Year Budget Transfers

Agenda Item: 9C

Department	Org	Object	Description	Transfer From/To	Comment
TRANSFER FROM					
Legal	01040000	5330	General Counsel	\$ 2,231	Utilized less legal services
Legal	01040000	5331	Labor Attorney	\$ 33,000	Utilized less legal services
Contingency	01120000	5990	Contingency	\$ 20,000	
				<u>\$ 55,231</u>	
TRANSFER TO					
Chatham Health District	01310000	5443	Chatham Health District	\$ 1	
Septage Disposal	01570000	5410	Public Utilities	\$ 28	
Parks & Recreation	01610610	5437	Pest Control	\$ 240	
Registrars	01080000	5430	Bldg & Equip Maint/Repair	\$ 300	
Building Department	01410000	5480	Software Maintenance Agreement	\$ 375	
Community Center	01670000	5330	Professional/Tech. Services	\$ 775	
Community Center	01670000	5590	Other Purchased Services	\$ 840	
Parks & Recreation	01610610	5540	Newspaper Advertising	\$ 900	
Community Center	01670000	5611	Supplies/Materials/Minor Equip	\$ 1,450	
Police Patrol	01210212	5130	Overtime Salaries	\$ 2,520	
Tax Collector	01060136	5590	Other Purchased Services	\$ 2,850	Town wide mailer
Insurance	01090000	5520	Property/Liability/Insurance	\$ 3,159	Budget not sufficient
Public Works - Engineering	01520000	5330	Professional/Tech. Services	\$ 4,015	Budget not sufficient
Glastonbury Dispatch	01250000	5335	Glastonbury Dispatch Fee	\$ 4,085	Retroactive pay for dispatchers
Town Clerk	01070000	5120	Part Time/Seasonal Salaries	\$ 4,150	Part-time floater charged to department. Part-time salaries budgeted in Tax & Assessor
Employee Benefits	01090000	5260	Worker's Compensation	\$ 6,471	Workers comp. audit
Community Center	01670000	5621	Natural Gas	\$ 9,392	Budget not sufficient
Town Council	01020000	5330	Professional/Tech. Services	\$ 13,680	Town Manager search consultant
				<u>\$ 55,231</u>	

The above transfer is needed in order to zero out departmental deficits for the fiscal year end 2017-2018. 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 2018-2019 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 2018-2019 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: **11-18-2019**
TOWN COUNCIL: _____



AGENDA
ITEM # 12

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

November 26, 2019

To: The East Hampton Town Council,

The documentation for the tax refunds listed below is available in the Office of the Collector of Revenue for your review. There are eleven (11) refunds totaling \$1,652.76.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

10.41 ☒
110.44 ☒
236.12 ☒
497.73 ☒
301.97 ☒
367.81 ☒
45.00 ☒
24.01 ☒
11.05 ☒
24.01 ☒
24.21 ☒

011

1,652.76 ☒