


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: September 21, 2023

SUBJECT: Agenda Information – 9/26/2023

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.

**6 Bids and Contracts**

**6a Consideration of a motion to approve a Collective Bargaining Agreement with the Police Officers group** – The Council is asked to approve the renewed agreement with the Police Officer’s group of employees with an effective term of July 1, 2023 through June 30, 2026. Aside from clarifications to several provisions of the agreement, the contract provides for a 3% pay increase to this group of employees in each of the contract years, makes small increases to uniform and cell phone allowances in the second year, and calls for increases in the health care premium share by the unit members. Two changes to the retirement system for Police Officers were made in the agreement as well. First, the surcharge made to private entities when they hire Police Officers for Private Duty (usually on road construction) was increased from \$5 hourly to \$6 hourly. This amount is incorporated into the bill paid by the private entity. Second, the amount of an Officer’s pension at retirement will be calculated on a 60 consecutive month period instead of a five consecutive calendar year period.

Recommendation: Approve the negotiated contract.

**8 Continued Business**

**8b Discussion related to Town maintenance and capital replacement responsibility for Edgewater Circle** – The Town Council is asked to continue its review of a concept to amend the agreement the Town has with the owner/developer of the Edgewater development in which Town Hall is located. Currently, the roads in the development are private roads maintained by the developer and the association of property owners in the development along with maintenance of commonly owned areas. As a result of the proposed amendment, the main road in the development, Edgewater Circle, would be maintained by the Town at the Town’s expense as if it were a public road with no participation by the developer or the other owners except their normal tax payments. In exchange, the Town would no longer pay the annual fee for maintenance of roads and property. Town Attorney Carella reviewed the idea and the concept document and has provided some comments. In general, he found no legal problem with the Town pursuing such a change. He suggested certain modifications to the concept agreement and to any future documents that are created to implement the change if the determination is to move forward.

Recommendation: Review the concept and determine how to proceed.

**8c Consideration regarding a revised lease for the Ambulance building** – In follow up to the last meeting, the Council is asked to review proposed revisions to the lease for the Ambulance Association’s use of the Town-owned 4 Middletown Avenue property. Revisions to the lease are intended to clarify the responsibilities of each party for maintenance and other activities on the property. Further, the lease term has been modified to reflect a 5 year lease with four automatic 5-year renewals instead of a 99-year lease as originally proposed in 2008. The Council will note that some changes have been requested by one or more members of the Town Council and are identified as such. Unless specifically identified otherwise, the changes are suggested by Town staff and the Ambulance Association. Aside from correcting the current official name of the Association, the Ambulance Association requested clarifications related to garage doors to include associated parts, and to include certain plumbing, window and door repairs as well as major tree removal as Town responsibilities.

Recommendation: Review and approve a final lease agreement.

**9 New Business**

**9a Consideration of amendments to the Street Standards** – In follow up to the workshop discussion with the Planning and Zoning Commission regarding future private roads, the Council is asked to consider changes to the Town’s Street Standards that would significantly restrict new private roads from being developed. The revisions call for any private road to be on a separate parcel with either joint ownership or cross easements. Further, the changes limit private roads to a small number of parcels (5 or 7), with a final number of parcels to be determined by the Council as part of this consideration, as well as requiring a specific understanding that the properties adjacent to the private road are responsible for maintenance and have a specific plan for funding future costs. Outside of these limitations, no new private roads would be allowed. The Planning and Zoning Commission will also be asked to consider parallel updates to the applicable zoning and subdivision regulations.

Recommendation: Approve the amendment restricting private roads.

**9b Consideration of revisions to the Planning and Zoning Official job description** – The Council is asked to review revisions to the job description for the Planning and Zoning Official, which is currently vacant due to the departure of Jeremy DeCarli. As with nearly any vacancy, the job description has been reviewed to ensure that the description is up to date and correctly identifies the nature of the position and the Town’s expectations.

Recommendation: Approve the revised job description.

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, September 12, 2023  
Town Hall Council Chambers and Zoom**

**MINUTES**

**Present:** Chairman Mark Philhower, Vice Chairman Tim Feegel, Council Members Pete Brown, Brandon Goff, Eric Peterson, Kevin Reich (arrived at 6:32pm) and Alison Walck and Town Manager David Cox.

**Call to Order & Pledge of Allegiance**

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

A Moment of Silence was held for Hartford Police Officer Robert Garten who was killed in the line of duty and East Hampton Fire Fighter David Romanchik who passed away over the weekend.

**Adoption of Agenda**

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

**Approval of Minutes**

A motion was made by Ms. Walck, seconded by Mr. Feegel, to approve the minutes of the Town Council Regular Meeting of August 8, 2023 as written. Voted (6-0)

**Public Hearing**

**Amendment to Article V of Chapter 278 of the Code of the Town of East Hampton Regarding Stipend for Volunteer Fire and Ambulance Personnel and Civil Preparedness Director**

**Amendment to Chapter 96 of the Code of the Town of East Hampton Regarding the Parks & Recreation Department**

Mr. Cox provided an update on the change that was made to the Stipend document that will include Ambulance volunteers that do not receive other incentives.

No members of the public provided comments.

**Public Remarks**

Karen Wanat, 35 Long Crossing Road, commented that there is historical significance to some residents for the Middle Haddam School. She thought it would be nice for the town to do something to maintain that significance.

**Presentations**

None

**Bids & Contracts**

**Review and Possible Approval of the Purchase of a Street Sweeper**

Director of Public Works Matt Walsh provided an overview of the bids received for the street sweeper. Based on the proposals submitted he recommends the bid be awarded to Nescon LLC in

the amount of \$323,850. This piece of equipment meets and exceeds the required specifications and stands out above the other submittals in overall value and features. It is also requested to allocate \$23,850 from the Expanded Bottle Bill Funds to fund the additional cost over what was allocated in the Capital fund.

A motion was made by Mr. Reich, seconded by Ms. Walck, to award the bid for the street sweeper to Nescon LLC in the amount of \$323,850 and to allocate \$23,850 from the Expanded Bottle Bill Funds for the purchase. Voted (7-0)

### **Resolutions/Ordinances/Policies/Proclamations**

#### **Proclamation for Fire Department 100 Year Anniversary**

This year the East Hampton Volunteer Fire Department celebrates its 100<sup>th</sup> Anniversary. Vice Chairman Tim Feegel read a proclamation for the Fire Department from the Town Council. Chairman Mark Philhower read a citation from the State of CT initiated by Senator Norm Needleman and State Representative Irene Haines.

#### **Review and Possible Approval of Amendment to Article V of Chapter 278 of the Code of the Town of East Hampton Regarding Stipend for Volunteer Fire and Ambulance Personnel and Civil Preparedness Director**

A Public Hearing was held at the start of the meeting. There were no comments from residents.

A motion was made by Ms. Walck, seconded by Mr. Peterson, to adopt the amendment to Article V of Chapter 278 of the Code of the Town of East Hampton regarding a stipend for volunteer fire and ambulance personnel and Civil Preparedness Director as presented. Voted (7-0)

#### **Review and Possible Approval of Amendment to Chapter 96 of the Code of the Town of East Hampton Regarding the Parks & Recreation Department**

A Public Hearing was held at the start of the meeting. There were no comments from residents.

A motion was made by Mr. Reich, seconded by Mr. Brown, to adopt the amendment to Chapter 96 of the Code of the Town of East Hampton regarding the Parks & Recreation Department as presented. Voted (7-0)

### **Continued Business**

#### **Sub-Committee Reports & Updates**

Mr. Reich noted that the Middle School Roof is complete with just a bit of fine tuning to be completed. The 2<sup>nd</sup> payment was made to the contractor with some money held back until final approval is done. The project was done under budget.

The Water Sub-Committee will be doing a presentation for the Town Council at the September 26<sup>th</sup> meeting.

#### **Update, Discussion and Possible Action on Acquisition of 11 Skinner Street Property**

Mr. Philhower recused himself from the meeting for this item.

Mr. Cox reported that he did a walk through of 11 Skinner Street with the owner. He feels it would be a good location for a fire house. The Fire Chief also noted that he and other members of the fire department have done a walk through, and they agree it is a good fit and location. The owner of the building now needs information on how the building should be built out for a fire station such as kitchen, bath, bunks, lockers etc. Mr. Cox will work with the Fire Department on these details.

A motion was made by Mr. Brown, seconded by Mr. Reich, to direct the Town Manager to work with the Town Attorney and the Fire Department to move forward with the possible acquisition of the 11 Skinner Street property for a fire station. Voted (6-0)

Mr. Philhower returned to the meeting.

### **Continued Discussion of an Amendment to the Agreement for Edgewater Related to Town Maintenance of Edgewater Circle**

The Town Council continued their discussions on whether they should pursue an amendment to the agreement with the Edgewater developers to turn the private road, Edgewater Circle, to a public road, maintained by the Town and the Town would no longer pay the annual maintenance fee for maintenance of roads and property. The Town Attorney has reviewed the document and finds no legal problem with the Town pursuing this change. He does have some suggestions for modifications to the agreement. Council members discussed the costs and other issues if the road remained private. Mr. Philhower noted he was insistent that the documents be reviewed by the Attorney.

A motion was made by Mr. Brown, seconded by Mr. Reich, to table this item to the next meeting. Voted (7-0)

### **New Business**

#### **Discussion Regarding Ambulance Association Lease for 4 Middletown Avenue**

The Town Council reviewed the draft lease that was never finalized and executed related to the Ambulance Association being housed at 4 Middletown Avenue. Council members discussed whether they felt a lease agreement was necessary. Mr. Philhower noted that the Ambulance Association is a private organization, and a lease protects both parties. The members will make whatever changes they feel are needed to the agreement and bring them to the next meeting.

#### **Discussion and Possible Action on Request for the Town to Purchase the Middle Haddam School**

This item will be put on hold until November after the next Town Council election.

### **Town Manager 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. He also noted at the next meeting there will be changes to the Road Standards, then possible changes to the Subdivision Ordinance by the Planning & Zoning Commission based on the preference for public roads in new subdivisions rather than private roads. He also noted that a plow truck has become available due to another municipality cancelling their order so we may be able to take ownership in approximately one week for a new plow truck.

### **Appointments**

#### **Reappointments**

A motion was made by Mr. Goff, seconded by Mr. Reich to reappoint the following individuals:

Jack Solomon - Conservation-Lake Commission through June 30, 2027

Victor Rodriguez - Conservation-Lake Commission through June 30, 2027

Kevin Burnham – Design Review Board through June 30, 2025

Glenn Curtin - Design Review Board through June 30, 2025

Scott Hill - Design Review Board through June 30, 2025  
Josh Wilson – Inland Wetlands Watercourses Agency through June 1, 2026  
Gary Aubin – Northern Middlesex County Cable TV Advisory Board through June 30, 2025  
Teresa Latimer – Town Cemetery Board through April 30, 2028  
Anthony Desimone – Water & Sewer through June 30, 2028  
Peter Villa – Water & Sewer through June 30, 2028

Voted (7-0)

### **Tax Refunds**

A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of \$2,919.49. Voted (7-0)

### **Public Remarks**

Dean Markham, 1 Fairlawn Avenue, commented that the Town should look at a possible property swap with the owner of 11 Skinner Street for the fire houses on Barton Hill and in Cobalt. He also noted that Middle Haddam School has potential long term benefits for the Town and suggests a purchase similar to 11 Skinner where the owner would build out to the Town specifications before purchase. Regarding the Ambulance building lease he wondered if there is any information in the purchase documentation related to the lease.

Karen Wanat, 35 Long Crossing Road, commented that legally for the Town and the Ambulance having a lease in place protects both parties.

### **Communications, Correspondence & Announcements**

#### **August 2023 Board and Commission Summary**

Council members received the August 2023 Board and Commission Summary

#### **Connecticut Water Letter and Fact Sheet**

A letter from Connecticut Water with notification of a possible rate increase and a fact sheet were included for Council members.

### **Adjournment**

A motion was made by Mr. Reich, seconded by Mr. Goff, to adjourn the meeting at 7:30pm. Voted (7-0).

Respectfully Submitted,

Cathy Sirois  
Recording Clerk

EXCERPT

# WATER SYSTEM FACILITY SITING AND HYDRAULIC EVALUATION REPORT

Town of East Hampton, Connecticut

September 2023



**ENVIRONMENTAL**  
 **PARTNERS**

— An Apex Company —

# TABLE OF CONTENTS

- LIST OF TABLES ..... III**
- LIST OF FIGURES ..... IV**
- LIST OF APPENDICES ..... V**
- SECTION 1 EXECUTIVE SUMMARY .....1-1**
  - SECTION 1.1 PROJECT DESCRIPTION ..... 1-1
  - SECTION 1.2 HISTORY OF THE PROJECT ..... 1-2
    - Section 1.2.1 Past Water Supply Evaluations ..... 1-2*
    - Section 1.2.2 2022 Preliminary Engineering Report..... 1-2*
    - Section 1.2.3 Groundwater Exploration and Water Quality Testing..... 1-3*
  - SECTION 1.3 PROJECT GOALS..... 1-3
  - SECTION 1.4 REPORT ORGANIZATION ..... 1-4
- SECTION 2 PROJECT PLANNING .....2-1**
  - SECTION 2.1 PROJECT AREA..... 2-1
    - Section 2.1.1 Town’s Available Water Supply Sources..... 2-1*
    - Section 2.1.2 Existing Water Treatment Facilities ..... 2-3*
    - Section 2.1.3 East Hampton Geography..... 2-4*
    - Section 2.1.4 Priority Service Areas ..... 2-5*
    - Section 2.1.5 Collaboration with the Water Subcommittee..... 2-6*
  - SECTION 2.2 ENVIRONMENTAL RESOURCES PRESENT..... 2-6
- SECTION 3 PROJECT DESIGN.....3-1**
  - SECTION 3.1 SYSTEM LAYOUT ..... 3-1
  - SECTION 3.2 SYSTEM BOUNDARIES AND CONSTRAINTS ..... 3-2
    - Section 3.2.1 East Hampton Topography ..... 3-2*
    - Section 3.2.2 Available Supply and Demand Considerations..... 3-3*
    - Section 3.2.3 Proposed System Boundaries ..... 3-6*
  - SECTION 3.3 SITING CONSIDERATIONS ..... 3-6
    - Section 3.3.1 Water Supply Sources ..... 3-7*
    - Section 3.3.2 Water Treatment Plant ..... 3-12*



Section 3.3.3	<i>Water Storage Tanks</i> .....	3-13
Section 3.3.4	<i>Booster Pumping Stations</i> .....	3-17
Section 3.3.5	<i>Water Mains</i> .....	3-20
SECTION 3.4	PERMITTING .....	3-20
<b>SECTION 4</b>	<b>HYDRAULICS EVALUATION</b> .....	<b>4-1</b>
SECTION 4.1	DESIGN CRITERIA .....	4-1
SECTION 4.2	WATER SYSTEM DESIGN .....	4-2
Section 4.2.1	<i>Cobalt Landing Wellfield and Water Treatment Plant</i> .....	4-2
Section 4.2.2	<i>Water Storage Tanks</i> .....	4-2
Section 4.2.3	<i>Water Distribution Mains</i> .....	4-4
Section 4.2.4	<i>Booster Pumping Stations</i> .....	4-5
Section 4.2.5	<i>Pressure Reducing Devices</i> .....	4-5
SECTION 4.3	ANTICIPATED SERVICE PRESSURES .....	4-6
SECTION 4.4	AVAILABLE FIRE FLOW .....	4-6
SECTION 4.5	PHASING CONSIDERATIONS .....	4-8
<b>SECTION 5</b>	<b>RECOMMENDED CAPITAL IMPROVEMENT PLAN</b> .....	<b>5-1</b>
SECTION 5.1	DESCRIPTION OF PROPOSED PROJECTS .....	5-1
SECTION 5.2	OPINION OF PROBABLE PROJECT COSTS (OPCC) .....	5-1
Section 5.2.1	<i>Cobalt Landing Wellfield Development and New Pumping Improvements</i> .....	5-1
Section 5.2.2	<i>Cobalt Water Treatment Plant</i> .....	5-3
Section 5.2.3	<i>Booster Pumping Stations</i> .....	5-3
Section 5.2.4	<i>Storage Tanks</i> .....	5-4
Section 5.2.5	<i>Water Main Construction</i> .....	5-6
Section 5.2.6	<i>System-wide Opinion of Probable Construction Costs</i> .....	5-10
SECTION 5.3	CIP PHASING .....	5-12
<b>SECTION 6</b>	<b>CONCLUSIONS AND NEXT STEPS</b> .....	<b>6-1</b>
SECTION 6.1	DIGITAL PHOTOGRAPHIC MAPPING .....	6-2
SECTION 6.2	GEOTECHNICAL SCOPE OF WORK .....	6-3

# LIST OF TABLES

Table 2-1 – WPCA-Owned Well Characteristics .....	2-2
Table 3-1– East Hampton Zoning Designations .....	3-4
Table 3-2 – Estimated Water Usage by Commercial User Type .....	3-5
Table 3-3 – Estimated Average Day Demand by Pressure Zone .....	3-6
Table 3-4 – Cobalt Landing Wellfield Data (November 2022 Testing) .....	3-8
Table 4-1 – Proposed Water System Pressure Zone Hydraulics Summary .....	4-1
Table 4-2 – Water Storage Tank Minimum Elevations.....	4-3
Table 4-3 – Preliminary Water Storage Tank Volumes .....	4-4
Table 4-4 – Distribution System Piping by Diameter .....	4-5
Table 4-5 – ISO Needed Fire Flow for 1- and 2-Family Dwellings.....	4-7
Table 5-1 – Water System Facilities Summary .....	5-1
Table 5-2 – Preliminary Booster Pump Characteristics .....	5-4
Table 5-3 – East Hampton Municipal Water System Water Storage Tank Summary .....	5-5
Table 5-4 – Unit Costs for Water Main Projects.....	5-6
Table 5-5 – Low Pressure Zone Water Main Construction by Street.....	5-7
Table 5-6 – Intermediate Pressure Zone Water Main Construction by Street .....	5-8
Table 5-7 – High Pressure Zone (Phase 1) Water Main Construction by Street.....	5-9
Table 5-8 – East Hampton Municipal Water System Opinion of Probable Construction Costs.....	5-11

# LIST OF FIGURES

- Figure 2-1 – East Hampton Zoning and Proposed Water System (Full Buildout)
- Figure 3-1 – proposed Water System Facilities (Full Buildout)
- Figure 3-2 – Contour Map
- Figure 3-3 – Proposed East Hampton Water System Service Area (Full Buildout)
- Figure 3-4 – Unencumbered Town-Owned Parcels
- Figure 3-5 – Cobalt Landing Wellfield
- Figure 3-6 – Cobalt Landing Wellfield Environmental Features
- Figure 3-7 – Cobalt Landing Wellfield Flood Zones
- Figure 3-8 – East Hampton Community Water Systems
- Figure 3-9 – Cobalt Water Treatment Plant
- Figure 3-10 – Cobalt Water Treatment Plant Environmental Features
- Figure 3-11 – Cobalt Water Treatment Plant Flood Zones
- Figure 3-12 – Low Pressure Zone Tank
- Figure 3-13 – Low Pressure Zone Tank Environmental Features
- Figure 3-14 – Low Pressure Zone Tank Flood Zones
- Figure 3-15 – Intermediate Pressure Zone Tank
- Figure 3-16 – Intermediate Pressure Zone Tank Environmental Features
- Figure 3-17 – Intermediate Pressure Zone Tank Flood Zones
- Figure 3-18 – Memorial School Tank (High Pressure Zone Phase 1)
- Figure 3-19 – Memorial School Tank Environmental Features
- Figure 3-20 – Memorial School Tank Flood Zones
- Figure 3-21 – Gildersleeve Booster Pumping Station (Intermediate Pressure Zone)
- Figure 3-22 – Gildersleeve B.P.S. (Intermediate Pressure Zone) Environmental Features
- Figure 3-23 – Gildersleeve B.P.S. (Intermediate Pressure Zone) Flood Zones
- Figure 3-24 – Center School Booster Pumping Station (High Pressure Zone)
- Figure 4-1 – East Hampton Water System Hydraulic Schematic
- Figure 4-2 – Proposed Water Mains by Diameter (Low, Intermediate, and High (Phase 1) Pressure Zones)
- Figure 4-3 – Low Pressure Zone Parcels Requiring PRV for Service
- Figure 4-4 – Service Pressures (ADD, Tanks Full, All Pumps On)
- Figure 4-5 – Service Pressures (ADD, Tanks Low, All Pumps Off)
- Figure 4-6 – Low Pressure Zone Available Fire Flow
- Figure 4-7 – Intermediate Pressure Zone Available Fire Flow
- Figure 4-8 – High (Phase 1) Pressure Zone Available Fire Flow
- Figure 4-9 – Systemwide Pressure Zone Available Fire Flow (Initial Buildout)

# LIST OF APPENDICES

**APPENDIX A** Public Water Supply Evaluation Preliminary Engineering Report

**APPENDIX B** Water System Demands and Proposed Service Area Boundaries Memorandum

**APPENDIX C** Town of East Hampton Water Supply Source Groundwater Desktop Evaluation Memorandum

**APPENDIX D** Water Supply Exploration and Wellfield Testing Pine Brook Site and Cobalt Landing Wellfield

# SECTION 1

# SECTION 1 EXECUTIVE SUMMARY

On behalf of the Town of East Hampton (the Town), Environmental Partners CT, Inc. (EP) has prepared this Water System Facility Siting and Hydraulic Evaluation report to aid the Town's efforts to expand its municipal water system. The Town is seeking funding to develop and expand its existing water supply system through the Drinking Water State Revolving Fund (DWSRF) Program administered by the Connecticut Department of Public Health (CTDPH).

EP produced a Preliminary Engineering Report (PER) in June 2022, which detailed existing water system facilities and sources, projected system demands, and potential future water supply sources. EP expanded upon the findings of the PER through an extensive assessment of potential water supply sources and developed recommendations for water system facilities based on groundwater exploration results and hydraulic modeling efforts. In this report, EP documents our findings and recommendations to date.

## SECTION 1.1 PROJECT DESCRIPTION

The Town of East Hampton is seeking to design and construct a centralized municipal water system to serve its residents. The Town of East Hampton is located in the geographic center of Connecticut, and is bordered by Marlborough, Colchester, Haddam, East Haddam, Portland, Glastonbury, and the Connecticut River.

East Hampton's current population is 12,700 residents, the majority of which rely on private groundwater wells for their potable water supply. Over the past several decades, Town residents have experienced groundwater contamination of their water supply wells, rendering private wells unsafe for use. Contamination within the Town has only become more widespread in recent years with instances of private well contamination documented for several decades. Since the early 2000s, drinking water supplies have been compromised with widespread coliform, methyl tert-butyl ether (MTBE), and petroleum hydrocarbon contamination, contamination around the Village Center and Lake Pocotopaug areas. In recent years, the Town has now been informed of several instances of per- and polyfluoroalkyl substance (PFAS) contamination at private wells. Additionally, Town residents has experienced sodium and chloride contamination, which has threatening private well water quality in some area of East Hampton. Groundwater plume movement poses a threat for further contamination throughout the Town.

East Hampton serves a portion of the Town's residents with small, isolated Town owned water systems. The East Hampton Water Pollution Control Authority (WPCA) operates and maintains two water systems: the Village Center water system, which serves primarily "Village Center"-zoned parcels in the center of town, and the Royal Oaks water system, which serves mainly residential customers and the Memorial Elementary School. The WPCA is also responsible for the Town's sanitary collection and treatment system. Additionally, private developers and regional water

authorities, such as the Connecticut Water Company, operate water supply systems ranging from 30 service connections to almost 200 service connections.

The Town wishes to establish a centralized water system to serve a greater proportion of the Town's residential, commercial, and industrial properties and promote growth within the Town.

## SECTION 1.2 HISTORY OF THE PROJECT

Many areas within the Town of East Hampton have been plagued by poor groundwater quality in the past. In recent decades, the Town has experienced several bacteriological outbreaks and the presence of emerging groundwater contamination, such as PFAS, among both private well users and some of the WPCA's existing water supplies.

### Section 1.2.1 Past Water Supply Evaluations

The extension of the Town's existing water system is essential for public health and future economic development. Establishing a centralized municipal water system has been a goal of policymakers and residents in town for decades. In the past, the Town's attempts to introduce a municipal water system failed when presented in both a 1962 referendum and more recently in a 2006 referendum. However, given the prevalence of emerging contaminants in resident's private well water in town and the unprecedented financial opportunity for state and federal grant and loan funding, there is no better time for establishing a municipal water system than now. EP noted in the Town's 2006 PER that population in the Town of East Hampton has been decreasing steadily since 2010 and projected development has not grown at the rate anticipated in the Town's 2010 Water Supply Plan (WSP). Establishing a municipal water system could greatly aid economic development in town and promote both commercial and residential growth.

The Town first explored establishing new water sources in 2006, and the results are documented in the 2006 Preliminary Engineering Report, produced by Maguire. The Town's most recent WSP update in 2010, approved by the Connecticut Department of Public Health, recommended that the Town establish several new water supply wells; however, no new sources have been established since the WSP was approved.

### Section 1.2.2 2022 Preliminary Engineering Report

The Town contracted EP to produce a PER in 2022, which defined potential water supply sources in Town. Appendix A provides a copy of the 2022 PER, which describes existing water system facilities, further explores potential viable options for future water supply sources, and documents the need for expanding the Town's water service area.

While preparing the PER, the Town emphasized that the existing water supply sources provided little benefit due to aging infrastructure and water quality concerns due to elevated PFAS level. Since these treatment facilities would require extensive upgrades, the Town requested that EP optimize the Cobalt Landing Wellfield and evaluate other water supply sources.

EP also further evaluated the Town's existing water systems and population and demand projections. East Hampton has limited availability of groundwater supply like other communities in central Connecticut, which is known for its characteristically poor surficial geology for establishing groundwater supply sources.

The PER also documented the need for developing a water system hydraulic model, siting new facilities and delineating future water system service areas. In this report, EP presented our findings of this phase of the Town's water system expansion efforts.

### Section 1.2.3 Groundwater Exploration and Water Quality Testing

EP performed a groundwater desktop study to identify potential sites for future water supply sources based on geological conditions, environmental features, and land ownership. From this study, EP explored and evaluated several alternatives for potential water supply sources within the Town. Ultimately, EP recommended developing the permitted Cobalt Landing Wellfield on Oakum Dock Road and conducting geological investigations at the Pine Brook site near Hog Hill Road.

The first goal of the subsequent phase of this project was to perform subsurface exploration and testing in the Pine Brook aquifer, including exploratory drilling, well development, and testing. This phase also included conducting water quality sampling at the Cobalt Landing Wellfield. While the investigations at the Pine Brook site yielded poor results, groundwater samples at the Cobalt Landing Wellfield yielded favorable results. **Appendix D** includes our report entitled, "Water Supply Exploration and Wellfield Testing, Pine Brook Site and Cobalt Wellfield" dated February 2023, which presents our findings and recommendations.

This Water System Facility Siting and Hydraulic Evaluation Report expands upon the findings of the February 2023 report on the Pine Brook site and the Cobalt Landing Wellfield. Based on the currently available water supply sources, EP established the proposed extent of the water system with feedback from the Town and modeled the proposed system using WaterCAD. From these hydraulic investigations and an extensive review of potential water system facility sites, EP proposed a Capital Improvement Plan (CIP) for planning purposes.

## SECTION 1.3 PROJECT GOALS

As referenced previously, the Town's primary goal is to establish a centralized municipal water system and most importantly to provide the residents of East Hampton with reliable, safe drinking water. The residents of East Hampton will benefit greatly with the implementation of a centralized water system. By establishing a Town-wide public water system, the Town will be able to allocate its resources to providing safe and reliable drinking water to its residents. While private wells may be effective for many of the Town's residents, by switching to public water, residents can relinquish the responsibility of maintaining their water systems to the Town. By following State and federal regulations, the Town will monitor water quality and maintain the public water system thereby providing more oversight and better operational support of the water supply than residents with



private wells. The Town will also dedicate local funding and labor support to maintaining water supply to its residents. Additionally, constructing a municipal water system will allow the Town to provide fire protection to its residents. Currently, the Town relies on bulk water during fire events. Having an on-demand water supply for fire protection will greatly benefit the Town and promote economic growth.

EP prepared this report to present recommended water system facility sites, water supply sources, preliminary water system design, and factors prioritized to select the most feasible and cost-effective solutions for further exploration of water supply sources for the proposed water system.

After establishing viable water supply sources, the Town can better define, site, design and construct other water system components, including water supply, treatment, distribution, storage, pumping, and piping improvements.

EP prepared a preliminary Capital Improvement Plan (CIP) for the improvements presented in this report. The CIP includes a cost estimate, including engineering and contingencies, for constructing the water system facilities and completing the permitting efforts required to commission the Town's water system. In total, EP estimated that the design and construction of the three Pressure Zone water system discussed in this report will cost approximately \$125 million dollars (2023 dollars). Section 5 presents the proposed CIP with a detailed breakdown of planning-level project costs by facility and stage for the proposed water system.

## **SECTION 1.4      REPORT ORGANIZATION**

Section 1 provides a project description and project goals.

Section 2 outlines the factors considered for planning the project.

Section 3 presents the water system facility sites, which were dictated by both locational factors as well as system hydraulics as discussed further in the following section.

Section 4 provides the hydraulic considerations taken to siting the water system facilities and delineating service zones.

Section 5 presents the recommended Capital Improvement Plan.

Section 6 provides project conclusions and recommendations for next steps.

## SECTION 2

# SECTION 2 PROJECT PLANNING

## SECTION 2.1 PROJECT AREA

The Town of East Hampton is 36.8 square miles in area and has a total population of 12,717 (2020 Census). The Town’s population is concentrated mainly around the center of Town, in a 6.5 square mile area designated as the “Village Center” area, near Lake Pocotopaug.

### Section 2.1.1 Town’s Available Water Supply Sources

#### Royal Oaks, Memorial School, and Village Center Groundwater Supplies

The Royal Oaks and Village Center Systems, owned and operated by the WPCA, utilizes groundwater wells to supply their respective systems. According to the 2010 WSP, the Royal Oaks System currently contains four groundwater wells: Well #1, Well #3, Well #4, and the Memorial School Well. Combined, these wells have a total safe yield of 39,852 gallons per day.

**Photo 1 – Royal Oaks Wellfield**



The Village Center System utilizes two groundwater wells: Well #1 and Well #2, with a total safe yield of 55,080 gallons per day according to the 2010 WSP.

**Table 2-2** details the specific physical characteristics for each well.

**Table 2-1 – WPCA-Owned Well Characteristics**

	Royal Oaks System				Village Center System	
	Well 1	Well 3	Well 4	Memorial School	Well 1	Well 2
Location	Royal Oaks	Royal Oaks	Royal Oaks	Memorial School	Basement of Center School	Behind Baseball Backstop at Center School
Type	Bedrock – drilled	Bedrock – drilled	Bedrock – drilled	Bedrock – drilled	Bedrock – drilled	Bedrock – drilled
Diameter	6-inch	6-inch	6-inch	8-inch	6-inch	8-inch
Depth	405 feet	405 feet	405 feet	N/A	160 feet	300 feet
Pumping Capacity	9.9 gpm	9.9 gpm	9.9 gpm	9.9 gpm	9.9 gpm	9.9 gpm
Safe Yield	9.0 gpm	9.0 gpm	9.0 gpm	N/A	23 gpm	28 gpm

**Cobalt Landing Wellfield**

In addition to the six wells utilized by the WPCA for water supply, the WPCA owns two wells at the Cobalt Landing Wellfield, near the Connecticut River. The WPCA drilled these two wells in 2004 to determine the available water supply at this location in case of future water system expansion. The wells at the Cobalt Landing Wellfield are permitted to supply up to 0.90 MGD but are not currently operational or connected to any customers.

**Photo 2 – Cobalt Landing Wellfield Existing Conditions**



## Section 2.1.2 Existing Water Treatment Facilities

The WPCA operates three treatment facilities: one for the Village Center System and two for the Royal Oaks System. The unit processes at the Village Center System treatment facility include initial sodium hypochlorite addition for oxidation of metals, potassium carbonate addition for pH adjustment, alkalinity adjustment, and softening, Greensand filtration for removal of metals, granular activated carbon (GAC) adsorption for PFAS removal, and final sodium hypochlorite addition for residual disinfection. The treatment facility for the Village Center System is located in the Center School. Following treatment, water enters the distribution system.

**Photo 3 – Treatment Facility for the Village Center System**



Similar treatment chemicals are used for treating the raw water supplied by Wells No. 1, 3, and 4 in the Royal Oaks System. The unit processes at the Village Center System treatment facility include initial sodium hypochlorite addition for oxidation of metals, potassium carbonate addition for pH adjustment, alkalinity adjustment, and softening, Greensand filtration for removal of metals, granular activated carbon (GAC) adsorption for PFAS removal, and final sodium hypochlorite addition for residual disinfection. The Memorial School Well pumps water into its own treatment facility within the Memorial School; the treatment process for this water is a dosage of soda ash and treatment via GAC for PFAS removal before being discharged to the school and distribution facility.

During meetings with the East Hampton Water Subcommittee, the Town has expressed concerns about the cost-effectiveness of continued operation of the WPCA three existing treatment facilities. With the limited available water supply and treatment required for PFAS removal, the Town's preference is to develop the Cobalt Landing wellfield with appropriate treatment for supplying the services area currently feed by the existing treatment facilities. EP recommends that this approach be evaluated in the final design phase of this project.

Due to the lack of available and viable water supply sources, EP recommends that the Town proceed with a preliminary water system design using the Cobalt Landing Wellfield as the Town's sole water

source. However, we also recommend that the Town continue to assess any potential future water supply source with surrounding communities to supplement supply from the Cobalt Landing Wellfield.

**Photo 4 – Treatment Facility for the Royal Oaks System**



### Section 2.1.3 East Hampton Geography

As stated previously, the water system service area is limited by available water supply and topography. Aside from the small Town-owned water systems described above, the Cobalt Landing Wellfield is the Town's water supply resource, which is located off Oakum Dock Road on the west side of town along the Connecticut River and is situated at an elevation of 10 feet Mean Sea Level (MSL). The wells have an active Diversion Permit valid through 2031 through the Connecticut Department of Energy and Environmental Protection which allows the wells to supply up to 0.90 MGD, though these wells are not currently operational and are not connected to any customers. Due to the permitted capacity of 0.90 million gallons per day (MGD), the Cobalt Landing Wellfield is the most productive source providing capacity for the proposed system expansion.

Since the major population base in East Hampton is the Village Center, the Town's biggest challenge is getting water from the Cobalt Landing Wellfield to the higher elevations along Route 66 and the Village Center. The Town has a unique topographic layout, with elevations ranging between 0 feet MSL to above 600 feet MSL. These conditions pose additional challenges, as the highest capacity water supply source is located at the lowest elevation in the town, with the most populated and vulnerable areas of the town concentrated around the highest elevations. Topography greatly impacts water system hydraulics, because water pressure is directly correlated with the water system's HGL.

The Connecticut Department of Public Health (CTDPH) guidelines recommends water suppliers maintain water service pressures above 35 psi for all water system customers during normal system demand periods and above 20 psi during fire flow and other emergency demand periods.

Additionally, maintaining normal service pressures below 100 psi is the best practice to reduce stress on interior plumbing and protect against water system surge events. Given these water supply guidelines, East Hampton's topographic conditions presents challenges to supply water from the Cobalt Landing Wellfield to the Town's most populous areas with residential wells compromised with poor water quality. Therefore, the Town must divide its water system into multiple service areas to convey water from the low elevations adjacent to the Connecticut River to the higher elevations near the Village Center. EP considered the cost-effectiveness of establishing multiple service areas based on the locations of servable populations. Each service area would require either its own pumps or pressure reducing valves, as well as potentially a storage tank.

From a system hydraulics and water supply perspective, hydraulic grade line (HGL) and available water pressure are the primary drivers for the siting of all water system facilities and service area delineations. EP reviewed East Hampton's topography and the availability of drinking water supply capacity to define the proposed water system service and locate water supply facilities for the proposed water system.

#### Section 2.1.4 Priority Service Areas

EP focused on the most populated sections of East Hampton along with residential properties that have been compromised by contaminated drinking water well as priority areas for establishing municipal water service. As discussed previously, the Town wishes to supply water to the most populated areas including the Village Center area of town, Lake Pocotopaug, and Route 66 at the time of the study. The Town's businesses and industrial facilities are concentrated around this area. These areas are already largely developed and have several locations with prior reports of private well contamination. Additionally, the Town has already sewered these more densely populated areas.

The Town expressed concerns about the number of contaminated private wells in this area of East Hampton and the continuing increase in groundwater contamination in recent years. The Town has documented instances of private well contamination for several decades. Since the early 2000s, private residential wells have been compromised by coliform, methyl tert-butyl ether (MBTE), and hydrocarbon contamination around the Village Center and Lake Pocotopaug areas. In recent years, the Town has been informed of several instances of PFAS contamination at private wells, as well as within its own WPCA wells.

Additionally, EP recommends prioritizing supplying public water to the four public schools within the Town's borders.

Under these considerations, EP further evaluated establishing a water system from the Cobalt Landing Wellfield to the Memorial Elementary School. To serve the most customers and maintain system looping, we established the southern boundary of the Town's service area to be Middletown Avenue (Route 16). While our objective is to serve the Town's most populated areas in the Village

Center area and Route 66 along with the residents around Lake Pocotopaug to the north, the limitation on available water supply will limit the potential service area.

Therefore, EP delineated the Town's proposed water system by determining where the availability of a public water system would present the greatest benefit to the greatest number and most vulnerable properties. To assist with the service area delineations, EP evaluated Town zoning and available reports documenting groundwater contamination. **Figure 2-1** presents zoning designations across the Town of East Hampton.

### Section 2.1.5 Collaboration with the Water Subcommittee

The East Hampton Water Subcommittee was crucial in assessing and developing the preliminary water system when considering the Town's water supply priorities. While drafting the system service areas and facility siting recommendations, EP made several presentations to the Water Subcommittee and incorporated their feedback into the water system design detailed in this report.

EP prepared the *Water System Demands and Proposed Service Area Boundaries* memorandum for the Water Subcommittee, dated August 30, 2023. **Appendix B** provides a copy of this memorandum. In this document, EP details the considerations taken to determine the extent of the water system service area, as well as the process that we used to allocate the estimated water system demands. These considerations are expanded upon further in this report.

## SECTION 2.2 ENVIRONMENTAL RESOURCES PRESENT

There are several surface water bodies within and near the Town. The Low Pressure Zone, Intermediate Pressure Zone, and the High Pressure Zone of the Town's proposed municipal water system are situated near the Connecticut River and Lake Pocotopaug. Additionally, the WPCA's sole wastewater treatment plant discharges into the Connecticut River. EP studied the feasibility of establishing water system facilities while considering the impacts to environmental resources at each site. Section 3.3 describes potential impacts to the siting of water supply facilities due to environmental resources. Our assessment of potential impacts to sensitive environmental receptors also influenced the extent of the proposed services areas and the siting of future water supply facilities.

As with all projects, the Town will take precautions to mitigate potential disruption and impact on environmental resources at the chosen project sites and surrounding areas. EP will also include specifications for all necessary environmental protection and sedimentation/erosion control measures in the final construction plans and documents for each facility and all water main. The Town also plans to provide personnel for construction observation to improve confidence that the Contractor follows these requirements and properly protects all surface and groundwater systems in East Hampton. The Town will submit all required environmental permitting documents during the final design phase.



## SECTION 3

## SECTION 3 PROJECT DESIGN

EP evaluated the most feasible and effective layout and service area for the Town's municipal water system. Ultimately, EP's goal for the Town's municipal water system configuration was to design a centralized water system that could serve the greatest number of residents within the Town of East Hampton, prioritizing the Town's businesses, schools, and contaminated areas, while considering the engineering feasibility of the system layout based on the topographic and environmental conditions within the town. EP based the system layout on the assumption that the Cobalt Landing Wellfield would be the Town's sole source of water until the Town identified additional future drinking water sources. Section 3.3.1 details EP's methodology for developing the system design.

This section describes the sites chosen for each water system facility. EP evaluated system hydraulics and resulting pressures to locate required water supply facilities and then finalized site selections. Section 4 presents a detailed description of the system's hydraulic considerations.

### SECTION 3.1 SYSTEM LAYOUT

The proposed East Hampton municipal water system spans from the Connecticut River to near the eastern border of town. Using a zoned approach, EP estimates that the Town could serve customers from Route 16 to the south up to Route 66 to the north.

EP proposes designing a water system with three major pressure zones: the Low Pressure Zone, Intermediate Pressure Zone, and High Pressure Zone. Section 3.2 and Section 4 describe the driving factors in delineating the zone boundaries and the necessity for multiple zones. Under the proposed water system layout, the Town would operate one tank in each pressure zone during the initial buildout stage. The entire system would be fed by the Cobalt Landing Wellfield, with treatment at a singular treatment plant located in the Low Pressure Zone. Additionally, the Town would operate booster pumps in each pressure zone to raise the system's hydraulic grade to each subsequent pressure zone.

Due to constraints imposed by available water quantities from the Cobalt Landing Wellfield and estimates of system demand, EP recommends a phased approach to constructing the High Pressure Zone. Phase 1 of the High Pressure Zone encompasses the commercial areas on Route 66 and several schools. Phase 2 includes the areas around Lake Pocotopaug.

Under the proposed East Hampton water system design, EP recommends an initial buildout of 2.43 miles of water main. EP delineated the proposed water main configuration after evaluating desired service areas, available fire flow, and facility siting locations. The shape and extents of the proposed water system are constrained by both the location of the Cobalt Landing Wellfield and the areas of high population density for both current and future development in Town.

Following meetings and discussions with the Water Subcommittee, EP also recommends that the Town omits the customers within the Low Pressure Zone from its customer base due to the sparse population in this zone and the limited availability of water to serve more populated areas in the eastern part of Town. While EP does not recommend providing customer water service to this zone, the proposed water system can still offer fire protection to the properties in this zone. Therefore, Phase 1 of the initial system buildout will solely include water service to customers in the Intermediate and High (Phase 1) Pressure Zones, and fire protection for the Low, Intermediate, and High (Phase 1) Pressure Zones.

EP estimates that the total average day demand of the proposed service areas of the initial system buildout would total approximately 0.467 MGD. Due to the uncertainty of anticipated demands and peaking factors, EP recommends that the Town monitor demands as construction progresses to determine the maximum extent of water system service using the permitted Cobalt Landing Wellfield supply.

**Figure 3-1**, “Proposed Water System Facilities”, illustrates the proposed water system facility locations and water system layout.

## SECTION 3.2 SYSTEM BOUNDARIES AND CONSTRAINTS

### Section 3.2.1 East Hampton Topography

The Town of East Hampton has particularly interesting topographic conditions from a water system zoning perspective. The Town’s elevations range from 0 feet MSL to greater than 600 feet MSL. Most of the Town’s population resides above elevation 400 feet MSL, and the Town’s existing permitted wellfield, the Cobalt Landing Wellfield, is located at one of the Town’s lowest elevations, near 10 feet MSL. **Figure 3-2** displays a topographic map of the Town.

As stated previously, the CTDPH recommends maintaining water service pressures above 35 psi for all water system customers under normal operating conditions. Sustained pressures below 35 psi are considered unsafe for water system customers, as varying demand conditions and other system circumstances such as major water main breaks or pump failures can create vacuum conditions in pipes at low pressures, increasing the probability of contamination introduced post-treatment. Alternatively, prolonged pressures of 100 psi and above can put undue stress on water mains, leaving systems susceptible to leaks and breaks. EP carefully considered topographic conditions to dictate zone boundaries that would allow the Town to maintain customer pressures between 35 psi and 80 psi, with small areas of the proposed system having service pressures above 80 psi.

Additionally, we established zone boundaries to allow the Town to maintain service pressures above 20 psi during fire flow events. EP modeled customer service pressures under several zoning scenarios to determine the most feasible and effective zone boundaries while considering capital costs. EP evaluated the proposed water system layout presented in the 2006 PER by Maguire Group, Inc. (Maguire); Maguire proposed a three-zone system, with a Low Pressure Zone extending

southwest of the WPCA Facility at 20 Gildersleeve Drive, the first phase of the High Pressure Zone from the WPCA Facility to the Memorial School, and a second phase of the High Pressure Zone north of Route 66. However, due to topographic conditions in the proposed High Pressure Zone, customers would likely be subjected to pressures exceeding 150 psi in the High Pressure Zone. Therefore, EP weighed the benefits and drawbacks of introducing an additional Intermediate Pressure Zone between the Low Pressure Zone and the High Pressure Zone. Ultimately, due to hydraulic limitations and projected water system demands, EP recommends establishing three pressure zones as a preliminary water system design. The Town can assess expansion of the system beyond our initial recommendation of three pressure zone boundaries after developing an additional water supply source.

Section 4 of this report presents the findings of EP's hydraulic investigations in detail.

### Section 3.2.2 Available Supply and Demand Considerations

Additionally, EP considered the available water system supply when forming recommended system boundaries. As previously discussed, the Town's water system expansion is limited by the availability of viable water supply sources. East Hampton can only serve up to a certain threshold of customers without concerns of water supply volume. The Town has a maximum permitted water supply of 0.90 MGD from the Cobalt Landing Wellfield. EP used 2.0 as a conservative Maximum Day Demand (MDD)/Average Day Demand (ADD) peaking factor. With a 2.0 MDD/ADD peaking factor, the Town can plan to serve up to 0.45 MGD during an average day water demand supply scenario.

EP delineated a draft water system service area that could serve approximately 0.45 MGD of average day demand while serving the Town's priority service areas, including the Village Center area, Route 66 (south of Lake Pocotopaug), and East Hampton public schools. EP then reviewed the elevation range across the service areas while considering potential facility site locations to establish the required pressure zone boundaries.

Using a peaking factor of 2.0 is conservative; peaking factors for comparable communities tend to fall in the 1.6 to 1.8 range. Because supply capacity is finite, the consequence of overdesigning the system extents is severe. Water usage typically peaks during the summer months due to irrigation, so planning for a high peaking factor will help the Town to maintain water service throughout the year. Additionally, because the anticipated water demands are estimates, the Town should monitor water usage during system startup to accurately determine system demands.

**Appendix B** – Water System Demands and Proposed Service Area Boundaries Memorandum presents the considerations taken for estimating system demands in more detail.

## Parcel Zoning

EP utilized US Census data and the Town's 2010 Water Supply Plan (WSP) to project future population and water consumption for the Town of East Hampton in the 2022 PER. EP refined these values during this phase of water system planning.

The Town of East Hampton zones parcels in twelve categories, defined by the Town of East Hampton Land Use Department, as shown in **Table 3-1** – East Hampton Zoning Designations.

**Table 3-1- East Hampton Zoning Designations**

Zoning Code	Description
C	Commercial
DD	Design Development
HOD	Housing Opportunity Development
I	Industrial
MUDD	Mixed-Use Development District
PO/R	Professional Offices/Residential
R-1	Lakeside and Village Residential
R-2	Single Family Residential
R-3	Residential (Resource)
R-4	Rural Residential
RL	Reserved Land
VC	Village Center

## Demands by Parcel Zoning Designation

### Residential Parcels

EP estimated the projected residential demand for parcels zoned as R-1, R-2, R-3, and R-4 using guidelines provided through the CTDPH Drinking Water Division’s *Guidelines for the Design and Operation of Public Water System Treatment*. At a Census-estimated 2.5 persons per household and a design demand of 75 residential gallons per capita per day, each of the Town’s residential service connections is estimated to carry an average daily demand (ADD) of 0.13 gpm.

### Reserved Land Parcels

Reserved Land is classified as public land within the Town of East Hampton that is owned by local, state, or federal government entities. Reserved land within the water system boundaries was mostly observed as open space. EP estimated the water usage of each Reserved Land parcel according to the land use of each parcel. We assumed that open, undeveloped space will not require drinking water supply.

### Commercial Parcels

EP analyzed each commercial parcel by type of business provided to assign relative demands. Applying water usage estimates based on similarly sized water systems in the northeast, EP approximated demands by parcel according to the commercial user demands presented in **Table 3-2** – Estimated Water Usage by Commercial User Type.

**Table 3-2 – Estimated Water Usage by Commercial User Type**

Commercial User Type	Estimated Water Usage (gpd)
Coin Laundry	6,200
Country club	1,900
Grocery	4,400
Restaurant	5,000
Senior Living	6,500
Detox/Health Center	4,300
Rehabilitation Center/Hospice	7,500
Electronics Plant	7,500
Hotel (about 100 rooms)	5,000
Hospital	19,000
Mobile Home/Trailer Park	26,200

### Industrial Parcels

EP estimated the water demand of each Industrial-zoned parcel based on parcel size. As a general guideline, we estimated a daily Industrial user demands in gallons per minute by multiplying the acreage of each Industrial parcel by 12.4 gallons per day per acre, based on water usage estimates of comparably sized communities in the northeast.

### Village Center Parcels

The Village Center parcel designation is specifically for the parcels in the Village Center area of town. These parcels carry multiple different uses and are mostly served by the WPCA’s Village Center water system. EP utilized historic user billing data provided by the WPCA for the Village Center Water System to assign demands to the Village Center parcels that will be served by the proposed municipal water system.

### Special Zoning Designation Parcels

EP individually assigned demands to the remaining parcels, designated as “DD”, “HOD”, “MUDD”, and “PO/R”, based on land use and building type using estimated demands from similar water systems in the region. We obtained full zoning descriptions from the *East Hampton Zoning Regulations*, amended in October 2022.

EP spatially allocated customer demand in the water system hydraulic model to evaluate the extent of water system service. Using the aforementioned demand allocation methodology, EP calculated the potential total average day demand of each water system pressure zone and performed an iterative process to amend the zones to meet the available water supply, 0.45 MGD.

After considering potential demands, EP found that the Low Pressure Zone would carry the smallest portion of system demand if served. The Town will need to evaluate which customers in the Low Pressure Zone are preferred to be served, if any. Section 4 further documents the necessity for the

Low Pressure Zone. Additionally, with the currently available water supply, EP delineated a border within the High Pressure Zone that maintained water main looping within each phase and maximized the number of customers served.

**Table 3-3** presents the total ADD and MDD for each zone.

**Table 3-3 – Estimated Average Day Demand by Pressure Zone**

Pressure Zone	Estimated ADD (gpm)	Estimated ADD (mgd)	Estimated MDD (mgd)
Low Zone	32.29	0.046	0.093
Intermediate Zone	106.45	0.153	0.307
High Zone (Phase 1)	217.53	0.313	0.626
High Zone (Phase 2)	188.26	0.271	0.542
Total Estimated Demand (Int. and High (Phase 1) Zones)	323.98	0.467	0.933

The estimated ADD of the Low Pressure Zone includes all customers along the modeled transmission mains including bordering neighborhoods off those mains; many of these customers would not be able to receive water from the Town without using pressure reducing devices at their services where pressures would exceed 100 psi.

### Section 3.2.3 Proposed System Boundaries

When utilizing the available water supply from the Cobalt Landing Wellfield, EP estimates that the Town can supply water to the general area of Route 16 to Route 66, from the WPCA Facility to the Memorial School.

The proposed water system will be composed of three pressure zones. The Low Pressure Zone will be predominantly used for providing fire flow to residents in the lower elevations near the Connecticut River and for pressure regulation at the water treatment plant. The High Pressure Zone will be constructed up to and including Route 66, with boundaries between Phase 1 and Phase 2 at Old Marlborough Road and Wells Avenue.

**Appendix B** presents additional considerations taken in delineating the service area boundaries.

**Figure 3-3** presents the extent of EP’s Proposed Water System Service Area.

## SECTION 3.3 SITING CONSIDERATIONS

Several factors were taken into consideration when prioritizing the Town’s water system facility sites. The Town preferred to focus the scope of this study solely on Town-owned parcels within the borders of East Hampton to avoid the purchase of land or easement. Additionally, EP focused on other factors such as zone topology, zone border locations, and environmental resources present

when deciding on the water system facility sites. **Figure 3-4** presents the locations of the unencumbered Town-owned parcels assessed.

## Section 3.3.1 Water Supply Sources

### Cobalt Landing Wellfield

The Cobalt Landing Wellfield is located at the end of Oakum Dock Road in Portland, CT. The site is located west of the Village Center area of the Town, near the Connecticut River. The site is a 4.96 acre parcel of land, bordering the Connecticut River, which is currently being used as a marina facility. There are several buildings on the site and the site is adjacent to Saint Clements Castle, a historic estate and banquet hall.

The Cobalt Landing Wellfield consists of two public water supply wells, designated as Well 1 and Well 2. The Town installed the Cobalt Landing wells in 2004 and permitted them as a groundwater supply in 2006. The Town owns an easement housing the two groundwater wells.

The Water Diversion Program regulates activities that cause, allow, or result in the withdrawal from, or the alteration, modification, or diminution of, the instantaneous flow of the waters of the state through individual and general permits. CTDEEP requires that all groundwater withdrawals more than 50,000 gallons per day are permitted through the Water Diversion Program. The wellfield has a Diversion Permit which allows the Town to pump up to 0.90 MGD total from the wellfield, or 625 gallons per minute (gpm), which is valid through September 21, 2031. The initial safe yield of the combined wellfield was determined to be 743,000 gallons per day following pumping tests performed in the early 2000s.

In November 2022, EP conducted a well pumping and flushing field program at the Cobalt Landing Wellfield to confirm the well characteristics that informed the 2006 PER. EP coordinated with LaFramboise Well Drilling (LaFramboise) of Thompson, CT to conduct well testing at the Cobalt Landing Wellfield. LaFramboise provided pumps, meters, and all required equipment and appurtenances to pump and purge both wells prior to collecting water quality samples. LaFramboise performed a six-hour pump test at each of the Cobalt Wells to assess water quality, static water levels, well drawdown, pumping rate, and specific capacity. Specific capacity is defined as the quantity of yield per unit of drawdown in a well and is an indicator of well performance.

From this data, EP determined the potential well yield of the Cobalt Wells 1 and 2 to be 184.32 and 241.74 gpm, respectively. These results are based on six hours of pumping the Cobalt Wells individually, not simultaneously; therefore, when pumping together, well pumping drawdown interference will likely result in a lower total wellfield yield than the individual wells combined. EP recommends a longer term pumping test, such as an 18-hour pump test, to determine the total wellfield yield with both wells in use. EP also found that water quality at the site is excellent, with all analytes detected below the CTDPH Action Levels for Drinking Water. Groundwater pH was found to be low, which would likely require adjustment during treatment. EP recommends that the Town assesses the needed treatment processes to bring the raw water from the Cobalt Landing Wellfield



into compliance with CTDPH requirements at a later design phase, in which the Town will perform pilot testing for the raw water at these wells.

**Table 3-4** presents the results of the testing at the Cobalt Landing Wellfield performed in November 2022.

**Table 3-4 – Cobalt Landing Wellfield Data (November 2022 Testing)**

	Well 1	Well 2
<b>Water Quality</b>		
Temperature (degrees C)	12.5	13.3
Specific Conductivity (ug/cm2)	310.0	516.0
Dissolved Oxygen (mg/L)	6.25	7.78
pH	6.08	6.16
Turbidity (NTU)	0.75	0.28
<b>Pumping Data</b>		
Static Water Level (ft)	12.60	13.80
End of Test Water Level (ft)	28.00	23.40
Drawdown (ft)	15.40	9.60
Pumping Rate (gpm)	100	100
Specific Capacity (gpm/foot)	6.49	10.42
2004 Specific Capacity (gpm/foot)	5.64	6.49

Connecticut State Regulation 19-13-B51d requires that wells with a withdrawal rate of more than fifty gallons per minute must be located at least 200 feet from a system for disposal of sewage or other pollution and must be located at least 50 feet from the high water mark of any surface water body. The Town owns an easement around the Cobalt Landing Wellfield which allows them to control the sanitary radius of the wells.

## 2022 Desktop Groundwater Exploration Program

To promote redundancy and meet state and local regulations, water supply standards recommend using two independent water supply sources. EP conducted an extensive potential water source study in 2022 to find potential alternatives to the Cobalt Landing Wellfield. During this process, EP screened sites concerning aquifer potential, environmental receptors, potential sources of contamination, and other criteria. EP focused on potential parcels that were both large enough to support the development of a public water supply (i.e. could support the State-required sanitary radius of 200-feet for wells with a pumping rate greater than 50 gpm) and were located on Town-owned land.

We performed the screening process using readily available online databases, including the Connecticut Department of Energy and Environmental Protection’s (CTDEEP) Geographic Information System (GIS) Protected Open Space data layers. This study also included a limited

evaluation of the potential conservation of deed restrictions that may exist on these Town-owned properties that could exclude the use of land for public water supply development. Our initial screening efforts yielded 72 Town- and State-owned parcels that could support a 200-foot sanitary radius. Ultimately, EP identified one potential groundwater supply source of the 72 potential sites that could be assessed further as an addition to the permitted Cobalt Landing Wellfield: the Pine Brook Site. **Appendix C** presents the detailed screening criteria and results of the desktop study.

#### Pine Brook Area Groundwater Exploration Field Program

Following EP's recommendation, EP conducted a Groundwater Exploration Program during the summer of 2022. EP contracted Geologic Earth Explorations, Inc. (Geologic) to perform borings and attempt to install two 2-inch test wells and one 2-inch observation well at several potential well locations at the Pine Brook Site. Ultimately, Geologic concluded that the overburden lithology and thickness of saturated overburden at the Pine Brook site were not suitable for the development of a public water supply source.

#### Cobalt Landing Field Program

As discussed above, EP also conducted additional pumping and water quality testing at the Cobalt Landing Wellfield and found that the calculated individual well-specific capacities and potential well yield were consistent with measurements from 2004, and groundwater quality results were within the CTDPH Action Levels for Drinking Water. The results of the Groundwater Exploration Program, including pumping and water quality results at the Cobalt Landing Wellfield, are presented in

#### **Appendix D**

Based on the groundwater exploration and analysis to date, EP recommends that the Town utilize the Cobalt Landing Wellfield as its primary water supply source. At this time, there are no other promising water supply sources within Town borders. Based on preliminary demand analyses, EP believes that the Cobalt Landing Wellfield can supply water to the proposed Intermediate and High (Phase 1) Zones. However, if the Town desires to expand its system beyond the 0.90 MGD threshold, additional investigation will be required. **Figure 3-5** presents an aerial map of the Cobalt Landing Wellfield Site.

EP considered utilizing the Town's existing WPCA water supply wells to supplement the flow from the Cobalt Landing Wellfield. The WPCA currently operates six water supply wells, which serve the Royal Oaks and Village Center water systems. The combined pumping capacity of these wells is 59.5 gpm, equivalent to 0.085 MGD. Due to the sources limited capacity and existing water quality issues, the Town has decided not included these existing well sources in the water system design or service capacity.

The Cobalt Landing Wellfield is located within the 100-foot wetland buffer zone and within the 200-foot riverine buffer zone. EP and the Town will coordinate with the local Inland Wetlands Watercourse Agency on all permitting requirements involved for constructing their water supply

source in this location. **Figure 3-6** presents the mapped wetlands and environmental features around the Cobalt Landing Wellfield.

EP recommends constructing the well station housing the well pumps and necessary associated appurtenances within the Town-owned easement. According to the FEMA National Flood Hazard Layer (NFHL), the site is in the 100-year floodplain. If the Town decides to construct wells at this site, the CTDEEP and CTDPH will require site grading to bring the elevation of the wells above the base flood elevation and implementing flood proofing measures to protect the well building and equipment from flooding. The Town may also elect to install submersible pumps at the two Cobalt wells and explore siting the well building nearby and outside of the flood zone. If the well building is sited at a higher elevation, the Town would also construct piping from the Cobalt Landing Wellfield to the well building site. **Figure 3-7** delineates the mapped special flood hazard areas and flood zones at the Cobalt Landing Wellfield site.

The Cobalt Landing Wellfield is located near a reception hall and marina at the end of Oakum Dock Road. While the ability to establish a drinking water source is the main goal of the Town, the Town will coordinate siting enhancements with the property owner when constructing the wellfield improvements, so the property remains aesthetically pleasing for events at the marina.



**Photo 3-5 – Cobalt Landing Wellfield Capped Wells**



**Photo 6 – Cobalt Landing Wellfield Existing Site Conditions**

## Future Water Supply Interconnections

EP recommends that the Town assess potential interconnections with neighboring municipalities or community water systems within East Hampton. While the Cobalt Landing Wellfield can serve a portion of the Town immediately, a redundant water supply is crucial in increasing the robustness of the water system. Additionally, the development of new water supply sources is cumbersome and time-consuming when considering the permitting and construction of groundwater and surface water sources.

The Town of East Hampton is bordered by the Towns of Portland, Glastonbury, Marlborough, Colchester, East Haddam, Haddam, and the City of Middletown. EP recommends that the Town begin discussing the possibility of a potential interconnection with a neighboring municipality to improve the redundancy of the East Hampton municipal water system and expand the water service area. However, with this approach, the Town cannot consider water supply through interconnections as a reliable water source should the donor system experience either a water supply emergency or a contamination event. The CTDPH would also require an inter-municipal water supply agreement between both systems where the system supplying the drinking water must ensure supply of their customers before serving East Hampton.

## Purchase Community Water Systems in East Hampton

Alternatively, the Town could explore purchasing smaller community water systems within the Town's borders to integrate their supply capabilities into the Town's system. In addition to the two water systems owned by the WPCA, there are eleven permitted community water systems within the Town, according to the CTDPH Community Water System list. **Figure 3-8** locates each community water system within the Town of East Hampton.

## Connecticut River Radial Collector Wells

Following EP's efforts to locate an additional groundwater supply source to supplement the Cobalt Landing Wellfield, EP contacted CTDPH to gauge the possibility of constructing radial collector wells to use the Connecticut River as a surface water supply source. Unfortunately, due to the Connecticut River's classification as a Class B surface water body, the CTDPH stated that they would not allow the Town to permit the radial collector wells as a source for potable water supply.

### Section 3.3.2 Water Treatment Plant

To meet current drinking water standards and requirements, the CTDPH will require that the Town construct a water treatment plant to treat raw water from the Cobalt Landing Wellfield. EP recommends construction one treatment plant to treat all water entering the Town's proposed system before supply the water customers.

EP has located raw water piping in the Low Pressure Zone to convey raw water from the Cobalt Landing Wellfield to the proposed site of the water treatment plant. The Low Pressure Zone will have a storage tank to maintain system pressures while also providing storage volume for fire protection and emergency storage.

The Cobalt Landing Wellfield will pump to the water treatment plant via transmission main. To minimize the amount of raw water transmission main, EP located the water treatment plant in the Low Pressure Zone at the lowest elevations in Town and near the Cobalt Landing Wellfield. Additionally, the water treatment plant must be located in this Low Pressure Zone, if the Town extend service to any customers in this zone in the future. The Low Pressure Zone is the optimal location for the plant so the Town can provide adequate service pressures throughout the three proposed service zones.

EP proposes siting a water treatment plant facility at the Town-owned property at 8 Middle Haddam Road, near Route 66, in the proposed Low Pressure Zone. This proposed treatment plant site is a large, wooded, and mostly flat parcel situated east of the Cobalt Landing Wellfield. This parcel is optimal for the treatment facility due to its size, absence of sensitive environmental receptors, and proximity to the wellfield. EP ranked this site highest because it met the following criteria:

- Parcel size,
- Location in the Low Pressure Zone, and
- Town ownership.



**Photo 7 – Proposed Cobalt Water Treatment Plant Site**

**Figure 3-9** illustrates an aerial map for the Proposed Cobalt Water Treatment Plant Site.

EP recommends constructing a 12-inch raw water, transmission main from the Cobalt Landing Wellfield to the proposed Cobalt Water Treatment Plant. This transmission main would be utilized to pump raw water from the wells to its final treatment for consumption. EP will determine the appropriate finished water treatment during the final design phase.

After undergoing treatment, finished water would be pumped from the treatment plant and distributed throughout the rest of the water system. EP recommends sizing the water treatment plant facility for additional future treatment equipment and potential increased capacity, should additional water supply sources become available in the future. Also, the Town should size the facility for upgrade needed to treat potential emerging contaminants as identified by state and federal regulatory agencies.

EP reviewed CTDEEP GIS Open Data layers and confirmed mapped wetland areas on the proposed water treatment plant parcel. The proposed Cobalt Water Treatment Plant building and associated site features will be sited outside of the wetland buffer zone, in the large undeveloped area in the northwest corner of the site. EP recommends conducting additional investigations and wetland flagging to properly define the wetland areas on the site. We confirmed that the proposed water treatment plant site does not fall in an NFHL flood hazard area. **Figure 3-10** displays the mapped wetlands and environmental features on the proposed Cobalt Water Treatment Plant site. **Figure 3-11** presents the special flood hazard areas in the vicinity of the proposed treatment plant.

### Section 3.3.3 Water Storage Tanks

Under the proposed water system layout, EP has sited storage tanks in each of the proposed service areas required to provide both fire protection and emergency storage while also equalizing pressures during all water supply conditions. EP evaluated the proposed tank sites using

considerations including land ownership, available space, location respective to zone boundaries, and water system hydraulic conditions.

## Low Pressure Zone Water Storage Tank

EP recommends siting the Low Pressure Zone Water Storage Tank at the Town-owned parcel at 1 Public Works Drive or the Town-owned parcel at the corner of Gildersleeve Drive and Route 66. Both potential tank sites are located near the WPCA Pollution Control Facility at 20 Gildersleeve Drive.

**Figure 3-12** presents a site map of the potential tank locations.



**Photo 8 – Proposed Low Pressure Zone Tank Site Existing Conditions (Alternative #1, 1 Public Works Drive)**



**Photo 9 – Proposed Low Pressure Zone Tank Site (Alternative #1, 1 Public Works Drive)**



**Photo 10 – Proposed Low Pressure Zone Tank Site (Alternative #2, 5 Gildersleeve Drive)**

As discussed previously, the Low Pressure Zone service connections will require the installation of pressure reducing valves (PRVs) to limit water pressures and mitigate potential breaks in customers' internal plumbing systems. Additionally, due to water supply constraints, EP does not recommend serving the Low Pressure Zone during initial system buildout, as discussed previously. By siting a tank in the Low Pressure Zone, the Town will maintain steady pressures at the Cobalt Water Treatment Plant, which minimizes potential hydraulic surges at the plant.

Since the Town has limited supply at the Cobalt Landing Wellfield, EP recommends careful consideration and prioritization of serving customers in this Low Pressure Zone. The Town can consider adding water services in this area after supplying customers in the intermediate and high zones and confirming that supply water supply is available. If drinking water is not provided, EP does advise providing fire protection to the properties in this Low Service Zone.

Regardless of service to customers, at a minimum, the proposed system must maintain pressures above 20 psi during a fire flow event as recommended by the CTDPH and the Insurance Services Office (ISO). To properly moderate pressures and potentially provide domestic water supply to customers in the future, the Town should design a tank with an overflow elevation of 398-feet. At this overflow elevation, EP recommends constructing a standpipe storage tank at 1 Public Works Drive. If the Town were to elect to construct an elevated storage tank, the Town may use the 20 Gildersleeve Drive site. However, as discussed in Section 5, the cost difference associated with adding a pedestal to the tank to bring the stored water to a proper elevation may be prohibitive. We will consider all current and future water supply and fire protection options during the final design phase of this storage tank.

EP reviewed CTDEEP GIS Open Data Layers for mapped environmental receptors and flood zones in the vicinity of the tank alternative sites. There are mapped wetlands, classified as Freshwater Forested/Shrub Wetland, in the area of tank site Alternative #2, at the corner of Gildersleeve Drive and Route 66. There are no mapped wetlands around tank site Alternative #1. EP will assist the Town with the delineation of wetland resource areas during the next phase of design. The CTDEEP GIS data does not show mapped Special Flood Hazard Areas in the vicinity of either tank site.



**Figure 3-13** displays the mapped wetland areas, and **Figure 3-14** presents the mapped flood hazard layers in the area.

## Intermediate Pressure Zone Water Storage Tank

EP evaluated several locations for potential storage tanks in the Intermediate Pressure Zone. Ultimately, EP recommends siting the Intermediate Pressure Zone Water Storage Tank at the back of the Town-owned parcel on 4 Middletown Avenue, near the Ambulance Association building. **Figure 3-15** shows a site map of the proposed tank site at the Ambulance Association parcel.



**Photo 11 – Potential Intermediate Pressure Zone Water Storage Tank Site**

EP recommends siting the tank in the higher elevations of the undeveloped land behind the building. Following preliminary modeling efforts, EP recommends designing an elevated storage tank with an overflow elevation of 587 feet. At this overflow elevation, this tank will maintain system pressures between 35 psi and 100 psi in the Intermediate Pressure Zone and provide ample fire protection throughout the Intermediate Zone. This tank design will be refined in later phases of the design process while providing equalizing pressures and providing both fire protection and emergency storage.

While reviewing this site, E confirmed that the proposed Intermediate Pressure Zone Water Storage Tank is not located near CTDEEP mapped wetlands and is also not located in any mapped NFHL flood hazard areas. **Figure 3-16** shows the wetland areas in the vicinity of the site. **Figure 3-17** displays the mapped special flood hazard layers around the proposed tank site.

There are some areas with overhead power lines in and around the parcel. EP will evaluate the final location of the water storage tank in later design phases and will coordinate the tank location with the power company.

## High Pressure Zone (Phase 1) Water Storage Tank

During Phase 1 of the water system construction, EP recommends siting the High Pressure Zone water storage tank at the eastern, wooded area of the Memorial Elementary School parcel (20 Smith Street). This Town-owned parcel extends to Smith Street and has ample space for siting a standpipe. This location boasts one of the highest elevations to site a tank in Town thereby maximizing the potential number of customers and the extent of the High Pressure Zone.



**Photo 12 – Proposed Memorial School Tank Site**

The eastern portion of the Memorial Elementary School site is primarily forested land. EP recommends siting a tank with an overflow elevation of 698 feet at this location to provide adequate pressure throughout the proposed High Pressure Zone.

**Figure 3-18** provides a site map of the proposed High Pressure Zone tank site.

Following a review of CTDEEP GIS Open Data Layers and NFHL data, EP determined that the proposed High Pressure Zone Water Storage Tank site is favorable because there are no mapped wetlands resource areas or Special Flood Hazard Areas near the site. **Figure 3-19** displays the mapped wetland areas, and **Figure 3-20** presents the mapped flood hazard layers near the proposed tank site.

### Section 3.3.4 Booster Pumping Stations

Similar to the proposed tank sites, EP investigated site conditions for the proposed booster pumping station sites. Due to the increasing topography across the proposed water service area, we sited booster pumping stations needed within each zone to boost the hydraulic grade line from the Cobalt Water Treatment Plant through the Intermediate Pressure Zone to the High Pressure Zone.

Depending on final system mapping and surficial geology at the proposed sites, EP will confirm whether the booster pumping station can be constructed above- or below-grade at the selected sites.

#### Intermediate Pressure Zone (Gildersleeve) Booster Pumping Station

EP confirmed that the large parcel at the proposed Low Pressure Zone tank site is ideal for also siting the Intermediate Pressure Zone Booster Pumping Station due to site elevations, available space, and land ownership. Therefore, EP proposes siting the Intermediate Pressure Zone Booster Pumping Station at the corner of Gildersleeve Drive and Route 66. **Figure 3-21** shows a site map of the proposed pump station site, the Gildersleeve Booster Pumping Station.



**Photo 13 – Proposed Intermediate Pressure Zone Booster Pumping Station Site**

Similarly to the findings at the Low Pressure Zone Tank Alternative #2, there are some mapped wetland areas classified as Freshwater Forested/Shrub Wetland in the vicinity of this proposed site. During the next phase, EP will perform wetland flagging, survey, and mapping of the proposed booster pumping station and locate the station outside of the wetland areas to minimize disturbance to these environmental resources. **Figure 3-22** presents environmental resource areas on the proposed Intermediate Pressure Zone Booster Pumping Station site. **Figure 3-23** present an overview of the environmental receptors and special flood hazard areas in the vicinity of the proposed booster pumping station.

#### High Pressure Zone Booster Pumping Station

EP evaluated several alternatives for the High Pressure Zone Booster Pumping Station site. Due to the layout of the Intermediate Pressure Zone and proposed High Pressure Zone Tank site location, siting a booster pumping station on the eastern zone border is preferable hydraulically. Pumping in the direction of the High Pressure Zone Tank minimizes the distance between the hydraulic grade boost and the tank.

The first alternative considered was siting a booster pumping station at the Fire Department at 3 Barton Hill Road. EP alternatively considered siting a booster pumping station at the Center School. Finally, EP considered siting a booster pumping station at the Town-owned property on Watrous Avenue.

All three potential sites are owned by the Town of East Hampton. EP evaluated the three alternative sites due to their proximity to the proposed High Zone (Phase 1) Tank at the Memorial School. By siting the High Zone Booster Pumping Station in the Village Center area, the Town can minimize the length of transmission main required from the Intermediate to High Zone, beneficial for both minimizing construction costs and head loss. The Watrous Booster Pumping Station would likely require the least length of transmission main into Phase 1 of the High Zone, followed by the Fire Department Booster Pumping Station and the Center School Booster Pumping Station. Due to fire flow concerns, all booster pumping stations would also likely require discharge piping running from the booster pumping station to the intersection of Summit Street and Bevin Court, and to Barton Hill Road at Airline Avenue. This additional transmission piping will aid in diverting water to all areas of Phase 1 of the High Pressure Zone and shorten the path of water to the west side of the pressure zone.

All three potential booster pumping station sites have ample room to site an aboveground booster pumping station, but if preferred, could house a subgrade pumping station. The Watrous Pump Station boasts the most undeveloped space available for siting a facility, followed by the Center School. However, the Center School has space that is currently being utilized for treatment for the WPCA Village Center water system.

EP recommends siting the High Zone Booster Pumping Station at the Center School because this location is Town-owned, centrally located, and would not require significant building construction. EP recommends that the Town abandon the existing equipment at the treatment area in the Center School and install the required booster pumps in this area to realize significant cost savings.

There are no mapped wetland areas or NDDDB areas on the Center School parcel following a review of information available from CTDEEP GIS Open Data Layers. Additionally, according to data obtained from the NFHL flood zone database, the Center Street Booster Pumping Station does not fall in the 100-year floodplain. The Center Street Booster Pumping Station may also be sited within the footprint of the WPCA's existing treatment facility at this site, mitigating potential adverse environmental impacts that could be associated with developing on undisturbed land.

**Figure 3-24** – Center Street High Pressure Zone Booster Pumping Station Site shows an aerial map of the proposed pump station site.

### Section 3.3.5 Water Mains

EP has located most of the transmission and distribution system water mains within the limits of existing roadways. During the next phase of the project, EP will work with the Town while locating its existing sewer system piping during the survey and mapping tasks.

During a site visit, EP walked portions of the Airline State Park Trail and confirmed that the trail is a priority alternative for water main installation. The Airline Trail stretches from Thompson, CT to East Hampton. The trail is primarily gravel and is used by Town residents for walking and passive recreation. The trail is ideal for a water main alignment, as it could transport water almost directly from the western end of Town to the Village Center Area.



**Photo 14 - Airline Trail**

## SECTION 3.4 PERMITTING

During the next phase of design, EP and the Town will work closely with local and state agencies to ensure regulatory requirements are met throughout the final design, bid, and construction phases.

Currently, the Cobalt Landing Wellfield has an active Diversion Permit through 2031. EP recommends that the Town begin addressing their needs for the Diversion Permit renewal process prior to its expiration in 2031 and potential increasing the permitted wellfield capacity, if possible. Each well will also require environmental permitting through the local Inland Wetlands and Watercourse Agency due to their location in the riverine buffer area and regulated wetland resource areas. EP will assist the Town while communicating with CTDPH, CTDEEP, and the Army Corps of Engineers (ACOE) as soon as possible to assess the permitting requirements needed for bringing the Cobalt Landing Wellfield online.

In addition to the permitting requirements associated with the Cobalt Landing Wellfield, the Town will also need to work with local authorities on obtaining the required building permits during construction of its water system facility buildings.

## SECTION 4

# SECTION 4 HYDRAULICS EVALUATION

## SECTION 4.1 DESIGN CRITERIA

As discussed in Section 3, the system boundaries and constraints of the water system service areas are influenced by topography, projected demands, and available water supply. After developing the Town’s hydraulic model, EP confirmed the anticipated hydraulic conditions throughout the proposed water system. Using the hydraulic model, we simulated future supply conditions in the proposed system, which are influenced by system topography, population density, and project water demands. All these factors are major influences and the top drivers for the design of the proposed water system.

**Figure 3-2** illustrates the topographic conditions of the Town of East Hampton and EP has included this topographic data in the water system hydraulic model.

Section 3 presented the proposed water system zoning, which considered CTDPH Guidelines for maintaining acceptable water system service pressure (i.e., above 35 psi during domestic water supply conditions and above 20 psi for fire protection) throughout the proposed distribution system. Additionally, EP evaluated facility siting and distribution main sizing alternatives needed to maintain pressures below 100 psi, protecting customers’ internal plumbing systems and reducing the likelihood of future leaks and breaks in the distribution system.

As discussed in Section 3, EP established the water storage tank overflow elevations to maintain proper hydraulic conditions in each pressure zone.

**Table 4-1** presents and summarizes system pressure zone hydraulics in each of the proposed pressure zones. **Figure 4-1** displays a hydraulic schematic of the proposed water system.

**Table 4-1 – Proposed Water System Pressure Zone Hydraulics Summary**

Pressure Zone	Hydraulic Gradeline (Tank Overflow Elevation) (feet)	Lowest Customer Ground Elevation (MSL)	Highest Customer Ground Elevation (MSL)
Low	398	200.0	295.9
Intermediate	587	309.5	451.0
High (Phase 1)	698	415.2	599.0
High (Phase 2)		466.0	585.7

If the Town decides to supply drinking water to residents in the Low Pressure Zone below 200 feet MSL, we recommend installing pressure-reducing devices at their property lines to maintain service pressures below 100 psi. Section 4.2.4 includes recommendations for serving low elevation customers if the Town elects to do so in the future.



## SECTION 4.2 WATER SYSTEM DESIGN

### Section 4.2.1 Cobalt Landing Wellfield and Water Treatment Plant

The Cobalt Landing Wellfield and Water Treatment Plant are the starting point of all hydraulic considerations for the rest of the water system. EP will design the Cobalt Landing Wellfield to pump raw water to the proposed water treatment plant at 8 Middle Haddam Road, near Route 66. Following treatment at the Cobalt Water Treatment Plant, finished water pumps will convey the treated water to the water distribution system to the treatment plant finished water pumps with convey treated water to the intermediate zone at the desired hydraulic grade. The high service zone booster pump station will then convey water to the Phase 1 area of the high services area.

During the final design phase, EP will design the booster pump stations in each service zone to satisfy all water demands downstream while also meeting water pressures and storage volume requirements. Using the base elevation of the water treatment plant, EP will hydraulically design all booster pumps to adequately supply the maximum and minimum elevations with acceptable pressures in both the intermediate and high pressure zone.

### Section 4.2.2 Water Storage Tanks

Distribution storage provides water for peak demands of short duration, minimizes pressure fluctuations during periods of demand changes in the distribution system, while also providing reserve storage volumes for fire protection. Storage tanks also provide emergency short term supply for shortages caused by temporarily unavailable source water supply.

The Town's ability to maintain tank water level and storage volume is essential to providing adequate water system pressures throughout the proposed water system. During all operating conditions, the Town must maintain water levels in the storage facilities above the minimum elevations to ensure adequate pressures throughout the system. EP has calculated the minimum water level elevation for each tank by determining the water level needed to provide the highest customer in each zone with at least 20 psi of pressure during a fire event. We have also tentatively sized each tank to provide each customer with at least 35 psi of pressure during typical domestic water supply conditions. EP confirmed overflow elevations to the topography in each pressure zone to provide adequate pressures and hydraulic gradelines of each pressure zone. **Table 4-2** presents the minimum tank elevations used for preliminary sizing of the storage tanks in each service zone.

**Table 4-2 - Water Storage Tank Minimum Elevations**

Pressure Zone	Estimated ADD (mgd)	Highest Customer Ground Elevation (MSL)	Min. Water Elevation for 20 psi	Min. Water Elevation for 35 psi
Low Zone	0.046	295.9	342.1	376.75
Intermediate Zone	0.153	451.0	497.2	531.85
High Zone (Phase 1)	0.313	599.0	645.2	679.85
High Zone (Phase 2)	0.271	585.7	631.9	666.55

EP proposes siting one tank in the Low, Intermediate, High (Phase 1), and High (Phase 2) Pressure Zones to each pressure zone. During the final design phase, we will size the tanks to maintain adequate service pressures in each zone during normal and emergency events while providing equalization and fire protection storage as described below.

EP proposed tank operating ranges and overflow elevations for each tank which, at a minimum, could provide at least 35 psi to customers during typical operations. The usable storage of each tank is based on the overflow elevation of the tank and the highest customer served in its respective zone.

Additionally, each proposed tank is sized to carry at least 630,000 gallons of fire storage, equivalent to the volume of water needed to provide a fire flow of 3,500 gpm for a 3-hour duration. Because East Hampton has not been evaluated by the Insurance Services Office (ISO) for parcel-specific needed fire flowrates, EP assumed the maximum residential ISO fire flow requirement of 3,500 gpm for 3 hours. According to ISO standards, the water system must provide maximum residential fire flow of 3,500 gpm for 3 hours. When determining system adequacy, ISO requires the water system to provide fire flow up to 3,500 gpm, while any property owners with higher fire flow requirements are responsible for the remainder of the flow. Due to the low demands of the system in comparison to the volume needed for fire events, the majority of each zone's necessary storage capacity is largely dominated by fire flow volume. EP assumed ADD demands occurring during the firefighting period.

EP proposed tank characteristics based on residential service pressures and necessary fire flow storage. EP worked with a tank supplier, CST Industries, to evaluate the needs of the Town and assess the most feasible and effective tank design for each zone's storage tank. These options are assessed in Section 5.

Water storage tanks have design flexibility. Tanks may be elevated on a pedestal, constructed as a cylindrical standpipe, or an underground reservoir. EP will review and further document tank types during the final design phase and review capital costs and benefits to each storage tank alternative to properly inform the Town of tank options.

Since industry standards recommend system wide storage below five days of system demand to minimize water age, EP will perform further hydraulic assessments of system storage to maintain adequate storage while minimizing water age throughout the distribution system. During this preliminary storage evaluation, EP has determined that East Hampton should maintain a maximum system-wide storage of 2.25 million gallons (MG).

EP took the most conservative approach to the preliminary design of the Memorial Storage Tank. This tank serves the largest pressure zone in the system and will supplement water supply to customers around the Lake Pocotopaug area during Phase 2 of the High Pressure Zone expansion, as well as the Intermediate Zone during fire flow events. For these reasons, EP sized this tank as the largest in the water system during this preliminary design phase.

**Table 4-3** displays the minimum nominal tank volumes and base elevations of each tank needed to provide fire protection, emergency supply and equalization storage to each zone.

**Table 4-3 – Preliminary Water Storage Tank Volumes**

Pressure Zone		Base (Ground) Elevation (feet)	Minimum Nominal Volume (MG)	Proposed Tank Volume (MG)
Low Pressure Zone	Alt. #1 (1 Public Works Drive)	370	0.676*	0.632
	Alt. #2 (5 Gildersleeve Drive)	295	0.676*	0.632
Intermediate Pressure Zone		531	0.648	0.658
High Pressure Zone (Phase 1)		651	0.943	0.948

\* Assumes water service will be provided to the Low Pressure Zone. Without service, the nominal tank volume is 0.63 MG.

Using the proposed storage tanks presented in **Table 4-3**, the Town’s system would be able to maintain 2.24 MG of storage.

### Section 4.2.3 Water Distribution Mains

The Town’s proposed water distribution piping network will transport finished water from the water treatment facility to its customers. EP proposes that the Town construct 33.4 miles of water main throughout construction of the Low, Intermediate, and High (Phase 1) Pressure Zones, ranging in diameter from 6 inches to 16 inches. **Table 4-4** summarizes the proposed water system distribution piping characteristics for each zone including diameter and length.

**Table 4-4 – Distribution System Piping by Diameter**

Zone	Length (ft)				Total Length (ft)
	6"	8"	12"	16"	
Low	0	14,956	7,107	0	22,063
Intermediate	0	22,838	37,323	0	60,161
High (Phase 1)	6,759	40,355	41,572	5,513	94,199

EP recommends that the Town utilizes Class 152 ductile iron water main throughout its water system.

**Figure 4-2** presents a map of the water distribution system layout.

### Section 4.2.4 Booster Pumping Stations

EP configured the three pressure zone water system to supply drinking water to as many customers as possible while maintaining adequate service pressures. We also considered the capital costs and operational challenges associated with constructing and operating storage facilities, booster pumps, and other water system facilities. EP sited the booster pumping stations and determined the hydraulic gradeline of each pressure zone with the goal of providing adequate pressures and water supply volume to customers at the highest and lowest elevation in each zone.

EP sited one booster pumping station at the border of each pressure zone to elevate the pressures and hydraulic grade in the subsequent pressure zone.

Additionally, EP cautions that some residential customers at higher elevations will require the installation of individual booster pumps to maintain a minimum pressure of 35 psi during normal system conditions.

### Section 4.2.5 Pressure Reducing Devices

Water suppliers use pressure reducing devices primarily for reducing the hydraulic gradient and water system pressures.

Due to the range in elevations across East Hampton, EP recommends that some customers install pressure reducing devices to maintain service pressure under 100 psi. Pressure reducing valve stations reduce water pressures from higher to lower pressure zones.

Currently, under the proposed system configuration, EP does not recommend extending water service to customers in the Low Pressure Zone due to limited water supply and the cost to serve these customers. The Low Pressure Zone encompasses an area near the Connecticut River where elevations are below 200 feet MSL. Future customers in this pressure zone will require pressure reducing devices to maintain pressures below 100 psi. **Figure 4-3** maps the locations in the Low

Pressure Zone which would require pressure reducing devices for water service under the proposed system configuration.

As discussed, EP has sized the Memorial School Tank as the largest tank in the water system during this preliminary design phase. As stated previously, water storage tank design is heavily dependent on and dictated by fire flow volumes. EP recommends that the Town constructs a pressure reducing valve (PRV) from the High Pressure Zone to the Intermediate Pressure Zone, which can be used to supplement the Intermediate Zone storage volumes in the event of a fire or an emergency. We are recommending this PRV enhance fluctuations in water storage volumes thereby reducing age down in the High and Intermediate Zone storage tanks. This recommendation will also provide redundant fire protection to the Intermediate Zone, while also increasing the robustness of the water system.

EP will confirm and finalize the locations of pressure reducing devices during later design phases when we will analyze potential locations where service pressures are above 100 psi for extended periods.

## SECTION 4.3 ANTICIPATED SERVICE PRESSURES

Using the Town's hydraulic model, EP simulated service pressures under several water system operational and demand scenarios. We assessed system conditions when the Town's storage tanks are nearly full, and all booster pumps are operating to represent system pressures at a maximum hydraulic gradeline in each service zone. Alternatively, EP simulated the minimum hydraulic gradeline with minimum pressures in each zone while the Town's storage tanks are nearly empty, and all booster pumps are off. The latter scenario is important for evaluating system pressures during potential water system emergencies.

**Figure 4-4** presents the anticipated service pressures at each model node during average day demands with the maximum hydraulic gradeline in each zone. **Figure 4-5** illustrates the anticipated service pressures at each model node during average day demands with the minimum hydraulic gradeline in each zone.

## SECTION 4.4 AVAILABLE FIRE FLOW

Currently, the Town provides minimal fire flow from the current water supply systems. The Town relies on water tankers to provide fire flow during fire events.

EP utilized the hydraulic model to analyze the available fire flow in each pressure zone. When the new water system is implemented, the Town will be responsible for providing adequate available fire flow throughout the water distribution system. Available fire flow is contingent on several factors, including water main sizes and node hydraulic gradelines.

The ISO sets fire protection criteria and establishes site-specific fire flow requirements, usually for buildings with special use classifications. However, ISO has not evaluated East Hampton for site-specific fire flow requirements, which led EP to utilize general ISO standards for town-wide fire flow analyses. ISO sets fire flow requirements for standard residential dwellings by approximate house spacing. House spacing in East Hampton varies, with single-family dwellings spaced greater than 30 feet in less populated areas but as close as 10 feet in more densely populated locations, such as the Village Center and Royal Oaks areas. **Table 4-5** summarizes needed fire flow requirements for various building densities.

**Table 4-5 – ISO Needed Fire Flow for 1- and 2-Family Dwellings**

Distance Between Buildings	Needed Fire Flow
More than 30 feet	500 GPM
21 to 30 feet	750 GPM
11 to 20 feet	1,000 GPM
0 to 10 feet	1,500 GPM

Additionally, ISO may require higher fire flowrates for larger commercial and industrial buildings depending on the size of the building and building use.

To conservatively simulate available fire flows in the hydraulic model, EP assumed MDD conditions and half-full storage tank levels. We analyzed each zone under a worst-case scenario, in which there is no pumping into each zone, only out of the zone. By conservatively modeling and designing the water system for fire flow events, EP is protecting the Town from under sizing the water mains and tanks in the water system.

For this fire protection assessment, EP also evaluated the current piping configuration and characteristics under full system buildout. The Town will allocate extensive resources toward constructing a municipal water system; therefore, EP recommends that the Town consider the water supply needs of this future zone during the initial system buildout because the Town’s end goal is to expand water service around Lake Pocotopaug. By properly sizing water mains, the Town can seamlessly incorporate the High Pressure Zone (Phase 2) customers while alleviating some of the capital burdens of expanding the water system around the lake. EP modeled and designed the proposed water main diameters throughout the system to be able meet fire flow requirements around Lake Pocotopaug once Phase 2 of the High Pressure Zone is brought online.

Based on our analysis and sizing of the proposed water main, EP has provided at least 1,500 GPM of available fire flow to all the proposed distribution system. ISO requires at least 1,500 GPM of available fire flow for areas of the system with less than 10 feet between buildings. Therefore, the Town would satisfy the most stringent ISO requirements for residential properties with the current configuration of the water supply system.

Ultimately, EP has designed the proposed water system to satisfy all residential fire flow requirements. ISO will require further analysis to determine whether the Town can provide fire protection to all the commercial and industrial parcels potentially served by the proposed water system. Therefore, EP recommends that the Town work with the Fire Chief to determine whether the available fire flow rates at each junction in the system are acceptable for the existing commercial and industrial building structures in East Hampton. EP will determine final water main sizing later in the design process.

**Figures 4-6** through **4-9** display the available fire flow at each model junction during a fire emergency.

## SECTION 4.5 PHASING CONSIDERATIONS

To reiterate previous discussions, EP recommends that the Town pursues building the water system from the Cobalt Landing Wellfield easterly to the High Pressure Zone using a phased approach. Currently, EP estimates that the Town can provide water to meet an ADD of up to 0.45 MGD. As documented in this water supply assessment, the Town is projected to reach its maximum service potential of 0.9 MGD with the Intermediate and Phase 1 of the High Pressure Zones as delineated in this report. However, if average customer consumption proves to be less than the State recommended projection of 75 gallons per day, or if the summer peaking factor proves to be lower than 2.0, the town could potentially extend the service area to include the Low Pressure Zone, as well as some additional customers around Lake Pocotopaug.

EP and the Town will consider and address final phasing considerations in later design phases when finalizing the system demands and construction costs. EP recommends that the Town begin evaluating potential future funding options for this multi-Contract construction project.

EP recommends that the Town constructs the water distribution system's skeletal system at first, with mostly main transmission mains, and then constructs capillary mains in side streets and smaller developments. Additionally, EP recommends that the Town construct the skeleton of each pressure zone starting from the Cobalt Landing Wellfield and moving easterly before moving to construct the next pressure zone.

## SECTION 5



# SECTION 5 RECOMMENDED CAPITAL IMPROVEMENT PLAN

## SECTION 5.1 DESCRIPTION OF PROPOSED PROJECTS

**Table 5-1** summarizes the water system facilities and piping for the proposed East Hampton municipal water system as recommended by EP.

**Table 5-1 – Water System Facilities Summary**

Pressure Zone	Ductile Iron Water Main (ft)				Total Water Main (ft)	Treatment Facilities	Booster Pumps (to subsequent zone)	Tanks	Water Supply Wells
	6"	8"	12"	16"					
Low	-	14,956	7,816	-	22,772	1	1	1	2
Intermediate	-	24,855	37,803	-	62,658	0	1	1	0
High (Phase 1)	6,759	41,319	41,572	5,513	95,163	0	0	1	0

## SECTION 5.2 OPINION OF PROBABLE PROJECT COSTS (OPCC)

EP has included opinions of probable project costs (OPPC) in this section for the recommended water system improvements. We compiled the probable project costs based on data generated from projects of similar scope for public water suppliers of comparable size in the area. All costs associated with the recommended improvements are planning level and preliminary estimates with appropriate contingency. Project costs are likely to vary based on changes to scope, design intent, and regional and local economic conditions during project implementation.

Project costs include the construction and/or implementation of each project and a 20 percent allowance for engineering services. The cost estimate for engineering services includes preliminary design, design, permitting, bidding assistance, construction administration, resident project representation, and record drawings services unless otherwise noted. The engineering services will include survey, geotechnical evaluations and permitting for all proposed system components. The OPPC also includes a 30 percent contingency to account for planning level estimates and unforeseeable factors that may affect cost such as inflation and market conditions.

### Section 5.2.1 Cobalt Landing Wellfield Development and New Pumping Improvements

EP formulated recommendations and next steps for developing the Cobalt Landing Wellfield following the field testing conducted in November 2022 as discussed previously.

## Cobalt Landing Wellfield Development and Rehabilitation

Following the well testing program, LaFramboise recommended that the wells should be brushed and bleached to remove mineral buildup in the short term, followed by purging each well using an air lifting technique to remove sediment at the bottom. Following this maintenance, the Town can commence a 48-hour pump test.

Additionally, CTDPH will require pumping and monitoring program to demonstrate that the wells are not under the influence of surface water and meet CTDPH Maximum Contaminant Levels (MCLs) and Action Levels. EP recommends that the Town perform a preliminary design evaluation to reassess the optimized operating capacity of the Cobalt Landing Wellfield and confirm whether the wellfield can sustain the 0.90 MGD permitted capacity. Following our review of the recent pump testing data produced by LaFramboise and the Town's needs for a higher capacity source, we recommend that the Town consider permitting the Cobalt Landing Wellfield at a higher capacity if hydraulic conditions prove favorable. With favorable results, both CTDEEP and CTDPH may consider a higher permitted capacity for the Cobalt Landing Wellfield water supply source. The evaluation will also perform an extensive evaluation of water quality analysis and required treatment piloting to confirm water treatment requirements for the Cobalt Water Treatment Plant.

Also, the Town will assess the pumping, architectural, instrumentation, and electrical requirements needed to pump the raw water from the wellfield to the proposed water treatment plant site on Middle Haddam Road.

## Raw Water Pumping and Associated Facilities

Following the Cobalt Landing Wellfield preliminary design evaluation, the Town will size, design, and construct the pumping facilities to convey the raw water supply from the wellfield to the proposed water treatment plant. EP understands that the Town's concerns about the aesthetics of a proposed municipal pump station building located near the Saint Clements Marina. Therefore, we recommend that the Town coordinate the design and construction of the required pumping facilities with the Marina and provide an architectural facility layout and associated facilities that will appeal to the existing landscape and surrounding environments. The raw water pumping components will include:

- Raw water pumping,
- Yard piping,
- Raw water pump station (siting to be coordinated with Marina officials),
- Instrumentation and SCADA for remote communication,
- Electrical equipment (including a generator for standby, emergency power), and
- Site security and landscaping.

Estimated costs associated with the Cobalt Landing Wellfield rehabilitation and raw water pump station construction, testing, and startup are presented in the project Opinion of Probable Construction Costs, **Table 5-8**.

## Section 5.2.2 Cobalt Water Treatment Plant

As discussed in Section 3 of this report, the Town of East Hampton's municipal water system will require a centralized water treatment plant for the Cobalt Landing Wellfield. The treatment plant will be engineered to treat raw water from the Cobalt Landing Wellfield which meets or exceeds CTDPH requirements using treatment processes dictated following a treatment pilot study described above. Following the treatment assessment, EP would perform the preliminary design, final design, and construction of the treatment facility.

Based on initial investigations, it appears that the Cobalt Water Treatment Plant will likely be primarily used to treat iron and manganese and adjust pH. The pilot study will confirm whether the proposed treatment processes necessitate sequestration of iron and manganese treatment or green sand filtration for removal at this facility. The work required to add sequestration to the treatment process may include, but is not limited to, equipment addition, chemical injection equipment and storage, chemical feed piping, SCADA/instrumentation, power, security, and landscaping improvements.

EP recommends that the Cobalt Water Treatment Plant is sized and designed with the ability to integrate additional treatment processes for current and potential emerging contaminants, such as PFAS treatment, if necessary.

Greensand filtration may be the most effective option for treating the Town's water supply because iron and manganese concentrations may increase in the future required filtration and removal of both components. EP estimated design and construction costs for the Cobalt Water Treatment Plant based on similar facilities recently erected in the region. EP recommends sizing the treatment plant with the capacity to treat 1.5 MGD. **Table 5-8** presents the opinion of probable construction costs associated with designing and constructing the 1.5 MGD Cobalt Water Treatment Plant.

## Section 5.2.3 Booster Pumping Stations

EP proposes constructing two booster pumping stations during the preliminary design of the municipal water system. The second High Pressure Zone booster pump station sizing and design in a future phase. In the near term, EP recommends that the Town progresses with surveying each potential booster pumping station site to deliver finished water to the Intermediate and High Pressure Zones.

The water treatment plant finished water pumps will supply water to each subsequent pressure zone in the system. Based on testing completed at the Cobalt Landing Wellfield, all finished water pumps will be sized the maximum approved and permitted capacity at the Cobalt Landing Wellfield with redundant pumping and standby power to enhance operating capabilities. At this phase in the design process, the pump size of each booster pump is subject to change. EP will evaluate the final proposed pump characteristics at a later phase in the design process.

EP estimated conservative booster pump size requirements using projected maximum day demands, the designed tank overflow elevations, and pump station sites. **Table 5-2** presents the booster pump characteristics.

**Table 5-2 – Preliminary Booster Pump Characteristics**

Pump	Design Flowrate (gpm)	TDH (feet)
Gildersleeve Booster Pumping Station	648	281
Center School Booster Pumping Station	435	152

EP anticipates that the required footprint of the Gildersleeve Booster Pumping Station will be roughly 35-feet by 20-feet. As previously discussed, the Center School Booster Pumping Station can be sited in the space currently utilized by the WPCA for the Village Center Water System treatment and pumping facilities. Therefore, the cost of the Center School Booster Pumping Station includes retrofits only, and no building construction.

EP estimated probable construction costs using recent bid pricing from similar construction projects in the region. The cost of each booster pumping station is presented in **Table 5-8**.

### Section 5.2.4 Storage Tanks

EP proposes constructing three water storage tanks in the preliminary water system layout. As presented in Section 3, the Low, Intermediate, and High (Phase 1) Pressure Zones will each be supplied by a water storage tank.

Based on hydraulic modeling efforts, EP proposes the following storage tank characteristics for each zone. These characteristics are based solely on hydraulic conditions in the proposed system with volumes to provide fire protection, emergency, and equalization storage. EP recommends that our initiate sizing of the storage tanks be evaluated further during the preliminary design phase for each component.

For this evaluation phase, EP worked with CST Industries to prepare planning-level cost estimates for the water storage tanks. Aquastore™ Glass-Fused-To-Steel tanks are an excellent option for the Town because of their durability, low maintenance, and low life cycle cost. These tanks can be customized to the needs of each zone. EP analyzed the required water storage volume and tank site elevations to propose the following tank alternatives for further exploration, as shown in **Table 5-3**. We listed below storage tank alternatives for different sites, volumes, and layouts and recommend confirmation of these options during the final design phase. EP and the Town must clarify and confirm tank siting, water supply objectives, and storage volume needs before selecting the best alternative for each storage tank.

**Table 5-3 – East Hampton Municipal Water System Water Storage Tank Summary**

	Base (Ground) Elevation	Tank Overflow Elevation	Aquastore Tank Model/Pedestal Height	Notes
Low Pressure Zone Tank (Alternative #1 at 1 Public Works Drive)	370	389	76D x 19H / N/A	Can provide water service for consumption
	370	398	62D x 28H / N/A <sup>(2)</sup>	Can provide water service for consumption
Low Pressure Zone Tank (Alternative #2 at 5 Gildersleeve Drive)	295	364	70D x 24H / 45.2	Fire storage only
	295	371	62D x 28H / 47.1	Fire storage only
	295	364	56D x 38H / 31.4	Fire storage only
Intermediate Pressure Zone Tank Alternatives <sup>(1)</sup>	531	569	59D x 33H / N/A	Requires a site build-up of 5 feet
	531	587	45D x 56H / N/A <sup>(2)</sup>	
	531	569	56D x 38H / N/A	
High (Phase 1) Pressure Zone Tank Alternatives <sup>(1)</sup>	651	684	70D x 33H / N/A	
	651	698	59D x 47H / N/A <sup>(2)</sup>	

Notes: <sup>(1)</sup> EP has listed storage tank alternative sizes that meet the anticipated storage needs for both the Intermediate and High Pressure Zones.

<sup>(2)</sup> Recommended alternative

## Low Pressure Zone Water Storage Tank

As previously discussed in Sections 3 and 4, the Low Pressure Zone Water Storage Tank may be sized to both serve customers in the Low Pressure Zone and provide fire flow storage, or to solely provide fire flow storage.

From a constructability and cost standpoint, constructing a tank at the elevated area of 1 Public Works Drive is far more cost effective; this site is located at an elevation that would not require the construction of a pedestal to raise water to the desired hydraulic grade to provide a minimum of 20 psi to the Low Pressure Zone. Adding a pedestal increases tank costs by over \$3 million for the proposed tanks.

Additionally, utilizing a tank with a slightly larger operating range provides operational flexibility. Therefore, EP recommends that the Town further assess the 62D x 28H ground storage tank option during subsequent design phases.

## Intermediate Pressure Zone Storage Tank

EP proposes constructing a standpipe for the Intermediate Pressure Zone Water Storage Tank, as the ground service at the tank site is sufficient to provide service pressure. The large range of pressures in this proposed zone creates constraints for tank size and operating range. Therefore, EP recommends that the Town construct the 45D x 56H tank model. This tank would provide greater operational flexibility and optimize the zone control scheme. Additionally, storing more water at a

higher elevation compared to the shorter tank alternative will help protect against potential low pressures during fire events.

## High Pressure Zone (Phase 1) Water Storage Tank

Similar to the Intermediate Pressure Zone, EP recommends that the Town construct a standpipe to serve Phase 1 of the High Pressure Zone. The 59D x 47H tank model provides both adequate equalization storage and sufficient operating range for the tank to cycle every day. Opting for a narrower and taller tank will grant the Town more flexibility for repairs and during emergencies.

### Section 5.2.5 Water Main Construction

EP estimated water main improvement costs based on a cost per linear foot basis from recent bid results in the central Connecticut area and these costs will be reassessed and adjusted during the final design phase. The new water main unit costs include the material costs for piping and appurtenances (valves, hydrants, etc.), installation, full-width mill and overlay, and appurtenant items required for a complete project. Unit costs for the construction of water main projects include costs associated with traffic control and police detail requirements necessary to complete such work and include engineering and contingency allowances. **Table 5-4** presents the unit costs for construction items which are based on recent bid tabulations for similar projects in the area.

**Table 5-4 – Unit Costs for Water Main Projects**

Water Main Diameter	Cost per Linear Foot <sup>(1)</sup>
6-inch	\$275
8-inch	\$300
12-inch	\$400
16-inch	\$500

Notes: <sup>(1)</sup> Water main costs are current (September 2023) and includes water main appurtenances, services, paving, and construction allowances.

At this phase in the water distribution system design, EP based the cost estimate for system-wide water main construction on the premise that the existing WPCA water mains will be abandoned as requested by the Town. The condition of these mains are unknown and many of the existing mains, especially those in the Village Center area, will need to be upsized. EP recommends that the Town assess its existing water main conditions to determine whether its existing distribution systems may be tied into the Town’s centralized water system during the design phase.

**Table 5-5, 5-6, and 5-7** present the approximate proposed length of water main construction by street and zone.

**Table 5-5 - Low Pressure Zone Water Main Construction by Street**

Street Name	Length of Main (ft)		
	6"	8"	12"
Off Oakum Dock Road	-	394	-
Oakum Dock Road	-	201	-
Off Oakum Dock Road (Toward Fern Lane)	-	680	-
Fern Lane	-	1,747	-
Depot Hill Road	-	799	-
Middle Haddam Road	-	-	3,495
Off Middle Haddam Road (WTP)	-	-	405
Bates Drive	-	706	-
Shipyard Road	-	1,368	-
Old Middletown Road	-	1,516	-
Keighley Pond Road	-	2,376	-
Coughlin Road	-	512	-
W High Street	-	947	2,579
Off Gildersleeve Drive (to BPS)	-	-	90
Gildersleeve Drive	-	-	901
Long Hill Road	-	3,710	346

**Table 5-6 - Intermediate Pressure Zone Water Main Construction by Street**

Street Name	Length of Main (ft)			
	6"	8"	12"	16"
Charles Mary Drive	-	2,212	-	-
William Drive	-	1,531	-	-
Hog Hill Road	-	551	518	-
Middletown Avenue	-	-	9,902	-
Gildersleeve Drive	-	-	338	-
W High Street	-	-	8,757	-
Airline Trail	-	-	7,213	-
Off Airline Trail	-	-	159	-
Childs Road	-	3,709	1,063	-
Off Childs Road	-	-	1,653	-
Long Crossing Road	-	3,031	-	-
Off Long Crossing Road	-	96	-	-
Forest Street	-	760	596	-
Chestnut Hill Road	-	532	-	-
Old Middletown Avenue	-	3,156	-	-
Off Middletown Avenue (Ta	-	-	474	-
Old Coach Road	-	1,250	-	-
Skinner Street	-	3,927	-	-
Hilltop Drive	-	1,056	-	-
Main Street	-	-	4,122	-
Niles Street	-	1,170	-	-
Off Niles Street	-	286	-	-
Walnut Avenue	-	-	1,519	-
Barton Hill Road	-	-	206	-
Summit Street	-	-	1,165	-
Off Summit Street (BPS)	-	-	118	-
Starr Place	-	487	-	-
Bevin Blvd	-	260	-	-
Off Bevin Blvd	-	427	-	-
Bevin Road	-	414	-	-



**Table 5-7 – High Pressure Zone (Phase 1) Water Main Construction by Street**

Street Name	Length of Main (ft)			
	6"	8"	12"	16"
Main Street	-	-	3,027	-
S Main Street	-	-	1,960	-
N Main Street	-	-	1,105	-
Colchester Avenue	-	-	5,286	-
Dale Drive	-	984	-	-
Dziok Drive	569	400	-	-
Cedar Ridge Road	1,084	-	-	-
Holly Drive	1,043	-	-	-
Harlan Place	-	1,586	-	-
Off Harlan Place	-	1,917	-	157
Chatham Fields Road	-	1,144	-	-
Huckleberry Acres Road	-	1,088	-	-
Sunset Drive	-	1,342	-	-
Edgerton Street	-	-	3,046	-
Off Smith Street (Tank)	-	-	-	1,181
Smith Street	848	556	-	3,411
Dogwood Drive	-	-	1,715	-
Royal Oaks Avenue	-	995	895	-
Mathieu Lane	-	1,065	-	-
Rachael Drive	-	270	-	-
Ray Lane	-	245	-	-
Julia Terrace	-	527	-	-
Arch Drive	-	943	-	-
Viola Drive	-	4,364	-	-
Walnut Avenue	-	-	2,652	-
Watrous Street	-	-	925	-
Summit Street	-	665	2,309	-
Off Summit Street (BPS)	-	-	110	-
Barton Hill Road	-	-	4,132	-
Airline Avenue	-	498	-	-
Crescent Street	-	878	-	-
Forest Street	-	-	1,895	-
Hyde Farm Ter	-	616	-	-
Mary Ann Drive	-	1,099	-	-
E Hayes Road	-	1,124	-	-
Hayes Road	-	800	-	-
Maple Street	-	1,500	-	-
Oak Knoll Road	-	2,392	-	-
Steepleview Drive	-	370	-	-
Bevin Blvd	-	1,605	-	-
Off E High Street	-	1,122	-	-
Markham Lane	-	474	-	-
Bevin Court	-	443	-	-
Bishop Hill Road	-	-	844	-
Flanders Road	-	842	415	764
Lakeview Street	-	-	1,887	-
W High Street	-	-	6,293	-
Old West High Street	-	877	-	-
W Point Road	1,138	-	-	-
Carrier Road	911	-	-	-
Wells Avenue	1,166	-	-	-
Hills Avenue	-	-	1,509	-
Laurel Glen Drive	-	1,107	-	-
Melburn Avenue	-	564	-	-
Fairlawn Avenue	-	1,325	-	-
N Maple Street	-	1,684	1,567	-
Maplewood Drive	-	509	-	-
Beechcrest Drive	-	903	-	-
Sherry Drive	-	2,028	-	-
Bevin Avenue	-	468	-	-

## Section 5.2.6 System-wide Opinion of Probable Construction Costs

The OPPC presented in this section represent all the costs for the study, design, and construction, including contingencies and engineering assistance for bidding, construction administration, and resident engineering services for construction projects. Police details are included in the OPPC but should be revisited prior to budgeting the capital project for a funding request. Prior to a capital project being undertaken, the Town should perform a detailed cost estimate to confirm the financing of all the capital projects.

EP has presented the OPCC for the projects listed in the prior sections in **Table 5-8**.

**Table 5-8 – East Hampton Municipal Water System Opinion of Probable Construction Costs**

Item No.	Item Description	Opinion of Probable Construction Cost	Engineering and Contingency (45%) <sup>(1)</sup>	Planning Level Cost Estimate
1	Cobalt Landing Wellfield Permitting and Well Development	\$350,000	\$157,500	\$507,500
2	Cobalt Landing Wellfield Raw Water Main to WTP	\$1,491,200	\$671,100	\$2,162,300
3	Cobalt Landing Wellfield Construction	\$1,623,800	\$ 730,800	\$2,354,600
4	Cobalt Landing Water Treatment Plant	\$9,419,500	\$4,238,800	\$13,658,300
5	Low Pressure Zone Water Mains	\$6,323,800	\$2,845,800	\$9,169,600
6	Low Pressure Zone Water Storage Tank (0.632 MG)	\$2,900,000	\$1,305,000	\$4,205,000
7	Intermediate Pressure Zone Water Mains	\$22,577,700	\$10,160,000	\$32,737,700
8	Gildersleeve BPS	\$600,000	\$270,000	\$870,000
9	Intermediate Pressure Zone Water Storage Tank (0.658 MG)	\$3,020,000	\$1,359,000	\$4,379,000
10	High (Phase 1) Pressure Zone Water Mains	\$33,639,800	\$15,138,000	\$48,777,800
11	Center School BPS Retrofit	\$500,000	\$225,000	\$725,000
12	High Pressure Zone Water Storage Tank (0.948 MG)	\$3,235,000	\$1,455,800	\$4,690,800
13	Permitting	\$500,000	\$225,000	\$725,000
Total Planning Level Cost Estimate (2023 Dollars)				\$124,962,600

Note: <sup>(1)</sup> Engineering services are estimated at approximately 20% and contingencies are estimated at approximately 25% of construction cost.

## SECTION 5.3 CIP PHASING

**Table 5-8** lists the OPPC associated with constructing the Low, Intermediate, and Phase 1 of the High Pressure Zone. All costs are in September 2023 dollars (current Engineering News Record (ENR) Index of 13472.56).

As previously discussed, the proper phasing of capital improvements is crucial when establishing the Town's municipal water system. While the Town intends to fund the proposed project with available federal and state grants and loans, these agencies and their funding process may affect the final design and construction schedule; therefore the project phasing will be up to the Town's discretion. EP recommends that the Town begin to host workshops with relevant parties and residents to determine the best course of action for phasing the construction of their water system. Ultimately, phasing may be dependent on the pace of design and the availability of funding.

EP recommends discussing the construction schedule with the Town prior to recommending the draft schedule.

## SECTION 6

## SECTION 6 CONCLUSIONS AND NEXT STEPS

The Town has taken significant steps toward establishing a centralized municipal water system. While initial efforts toward developing a new municipal water system did not proceed in 2006, the Town has reinvigorated this initiative with significant grant in 2022, which produced an updated PER, the Desktop Groundwater Exploration Program, groundwater exploration at the Pine Brook site and this Water System Facility Siting and Hydraulic Evaluation Report.

The Town's intent is to present this municipal water system project to the residents of East Hampton for approval in 2024. The Town's recent efforts and these supporting documents will help inform the residents of the benefits, scope, and costs of this project.

With this report, the Town has documented the siting of facilities, delineated the extent of water supply service and provided a preliminary water system layout, which is a crucial step toward bringing the municipal water system to fruition. Using the water supply from the Cobalt Landing Wellfield, EP modeled a fully functional municipal water system with the intent of meeting all state and federal regulatory requirements. Due to the length of main proposed for the water system, EP recommends that the Town begin by constructing skeletal, main transmission mains, beginning with the Low Pressure Zone, and working into the Village Center and Memorial School areas.

Next, EP recommends that the Town meet with CTDPH and the CTDEEP to determine the next steps in commissioning the Cobalt Landing Wellfield for a drinking water supply and potential increasing the permitted capacity, if possible. The Town should also confirm all federal, state, and local permitting requirements during the next phase of the project. In addition to verifying all permitting requirements, EP recommends that the Town begin the preliminary design of the water system with the next state grant funding for this project, with initial tasks to include:

- Wetland flagging,
- Aerial flyover survey,
- Detailed site mapping,
- Subsurface explorations,
- Soil sampling, and
- Geotechnical evaluation.

These preliminary engineering tasks will be performed for each water supply facility referenced in the report at the selected parcel following the final selection of the initial alternatives. The wetland flagging and delineation are required at each site to finalize the potential location and extent of the water system facilities.

The scope of work for the subsequent phase of the water system preliminary design includes the following tasks.

## SECTION 6.1 DIGITAL PHOTOGRAPHIC MAPPING

EP will provide digital mapping to the extent of the proposed service area for this initial phase of the project. Our survey subconsultant will perform aerial imagery of all sites with the accuracy of producing 1" = 40-foot scale mapping with two-foot contours. EP will perform the following tasks to produce the site survey and mapping:

- Coordinate required survey and mapping with survey subconsultant for each water system facility, including the water treatment plant, booster pumping stations, and water storage tanks.
- Attend up to two meetings with the Town to discuss survey and mapping.
- Collect information and data for survey from the WPCA and the Town.
- Perform ground control survey with horizontal control based on Plane Coordinate System for the State of Connecticut and vertical control based on the North Atlantic Vertical Datum of 1988, unless otherwise specified.
- Establish up to four bench marks and provide descriptions.
- Establish ground base control using airborne global positioning system (GPS).
- Perform quality control reviews of all aerial imagery and mapping produced by the survey subconsultant.
- Provide analytical aerial triangulation utilizing the basic control surveys. The ground control will be supplemented by establishing six horizontal and vertical photo control points per model by means of analytical aerial triangulation.
- Produce digital topography mapping. All photogrammetric data will be acquired digitally. All digital files will be created on a KLT/Digital Softcopy Photogrammetric Workstation. The planimetric and topographic mapping of the project areas will be compiled and delivered at a scale of 1"= 40', with a contour interval of two feet. All work shall conform to National Map Accuracy Standards. All files will be in layered form containing features that are visible from the aerial photography. The features that are expected to be captured as part of the survey are listed in Attachment A. The data will be in manuscript form and will not include field edits. This data will be furnished on compact disk in layered form, suitable for use with AutoCAD software in a PC compatible environment.
- Provide ESRI geodatabase formatting. The AutoCAD data and mapping will be provided in ESRI Geodatabase format, and will include polygon topology with buildings, roads, driveways, and sidewalks will be provided as polygons in the geodatabase.
- Perform wetland flagging services to delineate the wetland boundaries at each water system facility site.
- Prepare and present technical memorandum with potential water system facility location findings and recommendations for Town review following the survey, mapping, and wetland delineation phase.

## SECTION 6.2 GEOTECHNICAL SCOPE OF WORK

- Coordinate subsurface explorations by boring subcontractor to determine soil conditions and groundwater elevation at location of proposed water treatment plant, above-grade booster pump station, storage tank sites, and along the proposed water main alignments. EP anticipates up to two, 20-foot-deep borings at the proposed water treatment plant, pump station, and storage tank sites. EP anticipates that one boring will be needed every 300-feet of water main length at a depth of ten feet.
- Coordinate site visit of geotechnical expert to monitor subsurface explorations, assess soil conditions and log soil samples during boring subcontractor's work.
- Conduct laboratory testing of soils.
- Prepare technical memorandum with geotechnical findings, evaluation, and recommendations.

Following the geotechnical, survey, and wetland flagging activities at each site, the Town may progress with the water facility layouts, water system design, and permitting for bid and construction should funding be available.



AGREEMENT

BETWEEN

THE TOWN OF EAST HAMPTON

AND

EAST HAMPTON POLICE UNION, LOCAL #2407,  
COUNCIL 4, AFSCME, AFL-CIO

**JULY 1, 2023 – JUNE 30, 2026**  
**(Highlighted)**

## TABLE OF CONTENTS

PAGE(S)

ARTICLE I	RECOGNITION	
ARTICLE II	UNION DUES	
ARTICLE III	UNION REPRESENTATION	
ARTICLE IV	MANAGEMENT RIGHTS	
ARTICLE V	RULES AND REGULATIONS	
ARTICLE VI	NO STRIKE/LOCKOUT	
ARTICLE VII	COPIES OF CONTRACT	
ARTICLE VIII	STABILITY OF AGREEMENT	
<del>ARTICLE IX</del>	<del>NEGOTIATING TEAM</del>	
ARTICLE IX	HOURS OF WORK	
ARTICLE X	COMPENSATION AND BENEFITS	
ARTICLE XI	OVERTIME	
ARTICLE XII	HOLIDAYS	
ARTICLE XIII	VACATIONS	
ARTICLE XIV	SICK LEAVE	
ARTICLE XV	FUNERAL LEAVE	
ARTICLE XVI	COURT DUTY	
ARTICLE XVII	EDUCATION INCENTIVE	
ARTICLE XVIII	UNIFORMS AND EQUIPMENT	
ARTICLE XIX	INSURANCE	
ARTICLE XX	WORKERS' COMPENSATION	
ARTICLE XXI	RETIREMENT	
ARTICLE XXII	SENIORITY	
ARTICLE XXIII	TRAINING	
ARTICLE XXIV	GENERAL PROVISIONS	
ARTICLE XXV	DISCIPLINARY ACTION	
ARTICLE XXVI	GRIEVANCE PROCEDURE	
ARTICLE XXVII	DETECTIVE POSITION	
ARTICLE XXVIII	DURATION	
	SIGNATURES	
APPENDIX A	WAGE SCHEDULE AND LONGEVITY	
APPENDIX B	PENSION	
APPENDIX C	DRUG AND ALCOHOL-FREE DRUG TESTING POLICY	
APPENDIX D	HEALTH INSURANCE	

**ARTICLE I**  
**RECOGNITION AND UNIT DESCRIPTION**

**Section 1 - Definition of Bargaining Unit**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees of the Unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

**Section 2 - Composition of Bargaining Unit**

The bargaining unit for the purposes of this Agreement shall be full-time police officers and detectives of the Town, below the rank of Lieutenant, ~~and the full-time animal control officers,~~ excluding civilian employees, ~~crossing guards~~ and the Chief of Police.

**Section 3 - New and/or Changed Classifications**

If new classifications are established by the Town and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Town shall forward the new or changed class and proposed wage scale to the Union for review. The contract will then be opened for the sole purpose of negotiating a wage for the class, only if requested by the Union.

**ARTICLE II**  
**UNION DUES**

**Section 1**

Each employee will be offered an opportunity to join the Union. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer wants to be a member of the Union.

**Section 2 - Dues Deduction**

The Town agrees to deduct from the pay of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by state and federal law.

The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. The Union agrees that it will save the Town harmless from any claims for damages by reason of carrying out the provisions of

this Agreement concerning the assignment of wages for such dues and initiation fees, as hereinbefore mentioned.

### **Section 3 - Anti-Discrimination**

**Discrimination** There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any activity permissible under the Law and this Agreement. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town or Department, to the Town meeting or members of the media or state legislature. The State Board of Labor Relations shall have exclusive jurisdiction over alleged violations of this provision.

### **Section 4 - Work Rules**

**Maintenance of Benefits** All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement, unless negotiated otherwise by the parties upon request.

### **Section 5 - Shop Stewards**

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of Steward. Said steward may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

### **Section 6 - Bulletin Boards**

The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the Police Headquarters building for the purpose of posting notices and information to members of the Union. The bulletin board shall be provided by the Union and at all times shall remain the property of the Union.

### **Section 7 - Office Space**

The Employer agrees to allow the Union to use, from time to time, a suitable location at the Police Station in order to handle employee grievances and complaints. The Employer also agrees to allow the Union to use the police facility as a mailing address, and to use the police facility as the seat of the Union for conducting business.

**ARTICLE III**  
**UNION AND REPRESENTATION**

**Section 1 - Recognition of Officers**

The Town agrees to recognize the duly elected officers and representatives of the Union.

**Section 2 - Union Leave**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town. The Town shall not recognize anyone other than those listed on the certified list when transacting official business with the Union. The Union shall be responsible for providing the Town with any changes to the list.

Each representative will be expected to perform his duties on his own time during shifts the representative is not scheduled to work. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during scheduled shifts the representative is scheduled to work, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board and general meetings.

For such Union activities, an aggregate of forty-eight (48) hours per contract year may be used by authorized representatives of the Union during scheduled work time (Monday through Friday) to fulfill the necessary duties ~~(provided, however, contract negotiations are not included as an activity permitted to be carried out during an employee's scheduled work time).~~ Accordingly, if a duty requires two (2) hours, the representative will be released to perform the duties for two (2) hours and then return to his/her assignment.

It is further recognized that there are reasonable limited deviations from this provision such as posting of Union notices that require a minimal period of time to engage in.

Where such activities are necessary or reasonable to be performed during a shift the representative is scheduled to work (as determined by mutual agreement between the Town and the Union), the activities may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form.

**Section 3**

The Police Chief and officials or representatives of the Union are encouraged to meet at any time to informally discuss matters of concern and/or interest to either party.

**Section 4 - Access to Employer Information**

The Employer and the Union shall make available to each other upon reasonable request any information, statistics, and records, in their possession relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, exempting information that is privileged, confidential or not lawfully available under the Freedom of Information Act. Each side agrees

that it will furnish sufficient information as to the relevancy of their request. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department's General Orders, Special Orders, Memorandums, or the Employer's Personnel Rules.

### **Section 5 - Personnel Orders**

The Employer will provide the Union with copies of all personnel orders as soon as the orders are issued. As used in this section, "personnel orders" will be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary action, transfer notices, promotion notices and termination notices.

### **Section 6 - Negotiating Team**

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.

## **ARTICLE IV MANAGEMENT RIGHTS**

### **Section 1 - General**

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

## **ARTICLE V RULES AND REGULATIONS**

### **Section 1 - Town Provides**

The Town agrees to provide the Union and all members of the bargaining unit up-to-date copies of all Department rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

## **ARTICLE VI NO STRIKE/LOCKOUT**

**Section 1 - General**

The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism or similar forms of interference with the operation of the Department. The Town agrees there shall be no lockout of any employees covered under this Agreement for the duration of this contract.

**ARTICLE VIII  
COPIES OF CONTRACT**

**Section 1 - General**

The Town shall give all members of the bargaining unit a copy of this Agreement.

**ARTICLE VIII  
STABILITY OF AGREEMENT**

**Section 1 - General**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

**Section 2 - Savings Clause**

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the Agreement.

**ARTICLE IX  
NEGOTIATING TEAM**

**Section 1 - Negotiating Team**

~~Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.~~

**ARTICLE IX  
HOURS OF WORK**

**Section 1 - a. 4-2 Schedule**

The normal workweek for all full-time regular officers shall consist of four (4) working days of eight and one-half (8½) hours per day, with two (2) consecutive days off. The work schedule

shall be posted at least fifteen (15) days in advance and consist of a one (1) month schedule. The foregoing shall not be construed as a guarantee of a forty (40) hour workweek.

### **Section 2 - Pay Period**

The pay period shall be from Sunday through Saturday.

### **Section 3 - Special Positions**

The normal workweek for newly hired officers not yet certified by the Municipal Police Training Council shall be Monday through Friday and shall consist of five (5) working days, forty (40) hours per week with two (2) consecutive days off until such time as they enter the field training officer phase of the program. Upon entering the field training officer phase of the program, new employees shall work a 4-2 schedule and an eight and one-half (8½) hour work shift.

### **Section 4 - Forty Hour Pay Week**

All officers on a 4-2 schedule shall be required to work an eight and one-half (8½) hour work shift. Officers will be paid for forty (40) hours each week.

### **Section 5 - Minimum Staffing**

The Town agrees to maintain a minimum complement of: (a) three (3) Sergeants; and (b) twelve (12) patrol officers for the duration of this Agreement. **The Town will attempt to fill** all vacancies **will be filled** within six (6) months **of the opening**. The Town agrees that the minimum staffing requirement of two (2) certified officers for each shift shall be followed.

### **Section 6 - Bid Shift**

- A. The employees shall bid their shifts among the established shifts every six (6) months in accordance with seniority. Patrol officers shall bid patrol officer slots and Sergeants shall bid Sergeant slots.
- B. The sign-up list will be posted one (1) month prior to the effective date, if possible, for sign up. There shall be fifteen (15) days allowed for sign-up. Officers will sign-up by indicating their first, second and their choice of two (2) shifts. Officers shall work the shifts in one (1) month increments.
- C. Once the fifteen (15) days of the sign-up period expire, should there be any officer(s) who have not signed up for a shift, the Chief or his designee may assign the empty slots.
- D. The Chief or his designee shall determine the number of positions available for each shift and will always have at least two (2) officers scheduled for work at the same time.
- E. Once the scheduled has been bid upon and posted the Chief cannot make changes to the schedule except by mutual agreement between the Town and the Union. In



accommodating a bid schedule change, the Town will not pay overtime unless the employee works in excess of forty-three (43) hours in a single pay period.

- F. One (1) officer may be substituted for another provided the following is adhered to:
1. The request is submitted, in writing, to the Chief or his designee at least eight (8) hours prior to the proposed substitution.
  2. Substitutions shall not impose additional costs to the Town.
  3. The substitution is approved by the Chief or his designee, which shall not be unreasonably withheld.
  4. Substitutions may be made for an entire month or any part thereof.
  5. Sergeants may substitute with patrolmen only with the approval of the Chief.

### **Section 7 - Time between Shifts**

There shall be a minimum of fifteen and one-half (15½) hours between shifts.

## **ARTICLE X** **COMPENSATION AND BENEFITS**

### **Section 1 - Salaries**

Wage rates effective July 1, 2023 are set forth in Appendix A attached hereto and made a part hereof. The salary schedules and longevity pay schedule in Appendix A shall be in effect for the duration of this Agreement with wage rates adjusted on the dates specified.

### **Section 2 - Probation**

The normal probationary period for all new employees shall be from date of hire until twelve (12) months from the date of graduation from the P.O.S.T. Academy. If the new employee is a certified officer and does not need to attend the P.O.S.T. Academy, the probationary period shall be twelve (12) months from the date of commencement of employment at the department. The employee shall be notified in writing of any change from this probationary status. At the completion of the normal probationary period, the employee shall advance to regular status subject to the Department's rules regarding probation. The Chief may, at his discretion, extend the probationary period for an additional six (6) months. Upon completing all probationary periods, a new employee shall be placed, at the chief's discretion, up to that step which reflects his or her years of service as a certified police officer. It is understood that an employee on probation has no access to the grievance procedure for claims under Article XXV (Disciplinary Action).

### **Section 3 - Training**

Any employee who is required to attend in-service training or schooling in excess of his regularly scheduled workday or workweek shall be paid for all hours while attending said class at his regular hourly rate unless the employee is scheduled to work his/her regular shift on the day of training or schooling. Under such circumstances, the employee is eligible for time and one-half (1½) of the applicable rate in accordance with Article XII, Section 2 for attendance at training or schooling.

#### **Section 4 - Promotion Probation**

When an employee is promoted to a higher rank within the bargaining unit, there shall be a probationary period of six (6) months at the new rank. The Chief of Police may extend the probationary period but, in no event will the total probationary period be longer than twelve (12) months. If, during the probationary period, the Chief determines that the employee is not performing satisfactorily, he shall inform the employee in writing that he is to be returned to the employee's former rank. If an employee is promoted to a grade that pays less, he will continue to receive his previous higher pay.

#### **Section 5 - Working Out of Class**

Whenever a patrolman is required to perform the duties of a Sergeant, the patrolman shall be compensated at the Sergeant's starting salary.

#### **Section 6 – Field Training Officer**

Whenever an officer is assigned to act as a Field Training Officer, he shall receive a stipend of two hundred fifty dollars (\$250.00) per trainee for such assignment, provided the assignment is for a minimum of ten (10) days per trainee.

#### **Section 7 – Canine Handler**

- A. The Chief may, at his or her discretion, create a canine handler position. Such position shall be filled by a bargaining unit member.

The position shall remain in effect until the canine utilized by the Town ends its tour of duty with the Town through retirement, death, permanent disability, loss of certification or is deemed unfit for duty by the Chief of Police, the Connecticut State Police Canine Training Unit or by a certified veterinarian.

Additionally, the position may be discontinued by the Town at its' discretion. In the event the Town discontinues the position, absent exigency, the Union and impacted officer will be provided with a minimum of thirty (30) calendar days' written notice. If the position is discontinued by the Town, the officer will return to his/her former position.

The following terms and conditions shall apply specifically to the canine handler position:

B. Appointment to the canine handler position shall be in accordance with the following:

- Only officers below the rank of Sergeant shall be eligible for the position, provided, however, in the event that the officer actively filling the position is promoted to the position of Sergeant, he/she may continue to serve as the canine handler, upon approval of the Chief of Police.
- Officers applying for the position of canine handler must have completed a minimum of three (3) years as a Patrol officer for the Town by the first day of the canine academy.
- The position and test announcements will be made thirty (30) calendar days prior to the first step of the selection/testing process.
- Officers interested in the position must submit a written request to the Chief of Police within ten (10) days after the position has been posted.

C. The following criteria shall be utilized by the Town as part of determining the list of eligible candidates from the Officers who have submitted a written request for the position.

Officers who apply for the position may not have:

- exhibited an abuse of sick leave defined as sustained allegation(s) of sick leave abuse; and
- substantiated complaints of the use of excessive force.

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand record keeping;
- exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
- be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
- make a commitment to the program for the service life of the canine; and

- The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or her property with the understanding that removal of the kennel will be at the cost of the canine handler.

Additionally, the applicant's spouse/co-habitants must be willing to accept the canine and the canine officer's commitment to the program. The applicant's spouse/co-habitant should not have any allergies connected to animals.

D. Officers who meet the criteria set forth in B and C above, shall be eligible to participate in the selection/testing process.

The selection/testing process shall be in accordance with the following:

- The testing process shall be a three (3) prong test comprised of the following:
  - 1<sup>st</sup>: Physical agility (as part of the physical agility portion of the process, the candidate must pass the Copper Fitness Test, or the candidate will be disqualified from the process);
  - 2<sup>nd</sup>: Panel Interview (K9 Instructor or handler, Training Sergeant and community member);
  - 3<sup>rd</sup>: Chief's Interview (the interview may involve a canine breeder home visit).

The agility portion of the testing process shall account for fifty percent (50%) of the candidate's score. The Panel Interview portion of the testing process shall account for thirty percent (30%) of the candidate's score. The Chief's Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

E. The officer with the highest overall score (with a minimum score of seventy (70) on each prong of the test) shall be selected for the position.

If no officer attains the minimum of score of seventy (70) on each prong of the test (or if no officer applies for and meets the criteria under B and C above), the Town may open the process to non-probationary bargaining unit employees (including sergeants).

F. The canine handler's compensation shall be in accordance with the following:

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.

- The Town will be responsible for all of the canine’s medical care, food and equipment as long as the canine is “in service.”
- Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.
- The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

G. Once enrolled in the training program, the canine handler will be exempt from order-in unless he or she volunteers for a private duty assignment on a day off from training.

While enrolled in training the canine handler will follow the schedule of the training academy with respect to shift and day on/off rotation. Once the canine handler has successfully completed the training program, he or she will be exempt from the bidding process and will assume a day/evening shift assignment and will be subject to order-in per this Agreement.

**Section 8 – Officer in Charge**

On or around September 1<sup>st</sup> on an annual basis, the Union President will advise the Chief of Police of the names of the officers who are willing to act as the Officer in Charge during his/her respective shift.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she no longer desires to act as an Officer in Charge, he/she shall advise the Chief of Police in writing.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she would like to act as an Officer in Charge, it shall be at the Chief of Police’s discretion whether to assign such duties to the officer.

Officers shall be paid the Sergeant’s starting rate of pay in lieu of the officer’s hourly rate of pay for serving as an Officer in Charge only when they meet all of the following criteria:

- a. There is no Sergeant or the Chief working on the shift.

The Chief will be considered to be “working on the shift” when it is during his or her regularly scheduled workday (using the Town Hall hours), he or she is within thirty (30) minutes (by car) from Town and he or she is available by either phone or radio contact;

- b. The officer must be the senior officer on the shift (unless the senior officer declines in accordance with section 1 above; then the Officer in Charge assignment shall be offered to the other officers who have agreed to act as the Officer in Charge who are on duty during the shift in question in descending order of seniority); and

- c. The Officer in Charge must be responsible for the shift and activity on the shift expected of an Officer in Charge (as determined by the Chief).

Such responsibilities shall include:

- Assign patrols, report unscheduled tardiness or absences to the platoon sergeant or Chief;
- Share “shift turnover information”;
- Direct patrol units to the field in prompt fashion;
- Read and Sign book is up to date by shift personnel;
- When warranted, contact a sergeant or Chief, for all major incidents;
- When feasible, evaluate pursuits for termination and terminate pursuits if circumstances dictate said action;
- Confirm that:
  - Shift personnel have all issued equipment (i.e. - side arm/long arm, Taser, ballistic vest, cover and protective gloves);
  - Shift personnel report to work in a professional appearance;
  - Patrol vehicles being used on shift are in good working order and sufficiently fueled;
  - The workload is evenly distributed; and
  - Press releases for significant arrests likely to cause media interest or significant newsworthy incidents are prepared and disseminated.

In the event that two (2) rookies (as defined below) are the only officers scheduled to and work the same shift, the Town will post an overtime opportunity for a Sergeant or senior officer to work as the Officer in Charge for the shift.

Such overtime opportunities shall be offered by rotation of the senior officers.

For purposes of the language set forth herein, a “rookie” shall be defined as an officer with less than three (3) years of experience **as a police officer with any law enforcement agency in the capacity of an officer.**

**If the officer has less than three (3) years of law enforcement experience with the Town but has three (3) or more years of total law enforcement experience in the capacity of an officer, it will be at the Chief’s discretion to grant that person Officer-in-Charge status.**

**If neither a sergeant nor an Officer in Charge is scheduled during a shift and the Chief of Police deems it necessary, the Chief of Police may order-in an eligible officer in accordance with existing order-in procedures to act as the Officer in Charge for the shift.**

## **ARTICLE XI** **OVERTIME**

### **Section 1 - Authorization**

All overtime and outside work must be approved by the Chief of Police or his designee.

### **Section 2 - Rate of Pay**

Time and one-half (1½) of the applicable hourly rate shall be paid for all work done in excess of the employee's regularly scheduled work hours in any one day, or for all hours worked on an employee's day off, except as set forth under Article X, Section 3 (Training) (however, there is an exception under Article X, Section 3 when time and one-half (1½) is applicable) and Article XXIII, Section 5 (staff meetings).

### **Section 3 - Schedule Change Prohibition**

Employees hereunder shall not be required to suspend work in the regular hours to absorb overtime, nor shall schedules be changed for the purposes of avoiding the payment of overtime.

### **Section 4 - Call Back/Call-In**

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his regular workday. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is recalled on a scheduled day off. An employee called back to work, which entitles the employee to receive four (4) hours of minimum pay, may be required to work four (4) hours. Call-in occurs when an employee is called to work prior to and continuous with his regularly scheduled shift. He shall be paid for the time worked at the appropriate overtime rate. Holdovers shall be paid for the time so worked at the appropriate overtime rate.

### **Section 5 - Notifications**

Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in case of emergency.

### **Section 6 – Order-Ins**

**Except as set forth below regarding an emergency that is deemed by the Chief of Police to be a public safety issue that requires immediate attention, in cases of all other emergencies, as defined under 1-8 herein,** the vacancy will be filled according to the overtime list; the employee with the least amount of overtime hours currently working will fill the first half of the vacancy and the employee with the least amount of overtime hours that will be working the next shift will come in early to fill the second half of the vacancy. In the event the employee cannot be contacted, the next employee on the list (hour wise) will be called to fill the vacancy until the vacancy is filled. The term "emergency" for purposes of Article XI, Section 6 shall normally be defined as: (1) acts of God; (2) an accident requiring reconstruction or substantial investigative effort; (3) a state of emergency declared by the Town Manager, state or federal government; (4) a felony necessitating additional officers; (5) a kidnapping or missing,

endangered person search: (6) where legitimate public safety is at risk (provided the “public safety” definition shall not be used by the Town in a manner where a reasonable person would not agree that public safety is at risk); (7) to maintain minimum staffing; or (8) in response to a Blue Plan Activation. **When the Chief of Police deems the emergency to be a life-or-death situation that requires immediate attention, the Chief of Police or his or her designee will determine the officer(s) to be ordered-in and the number of officers necessary for the order-in. Consequently, the language under 1-8 above shall not apply to these situations.**

### **Section 7 - Overtime System**

1. There shall be kept a list of total accumulated overtime hours. Any overtime job that becomes available will be posted as soon as the job is received. Officers may sign up for the jobs as they become available, and there shall be no reserving of any job. The officer having the lowest amount of total accumulated overtime hours may claim the job. The overtime list shall be updated at the end of each week.
2. If a job is already signed for by an officer having a higher amount of accumulated hours, then the officers having fewer hours will have the privilege to replace the higher officer. This shall be known as bumping.
3. No officer may bump another within twelve (12) hours of the start of any job. If an officer does bump another it is the responsibility of the bumper to notify the bumpee in a timely manner. Accepted practices are, but not limited to: personal contact, telephone, answering machines, and notes left where they will be reasonably found. If the bumper does not properly notify the bumpee then the original officer will still be considered to have the job. Should an officer refuse a job during a call-out that officer may not later bump an officer that accepted the job.
4. In the event that a job is posted with less than twenty-four (24) hours before its start, a call-out will be conducted to allow all officers a chance at the job. Call-out will be conducted by the Chief’s designee receiving notice of the job. Call-out will start with the officer having the lowest amount of accumulated hours and progress upwards. If two officers have the same amount of hours the senior officer will be considered as having the least hours.
5. Callouts will be conducted by telephone (via a text message or a telephone call), personal contact or by Department radio. The call-out results will be posted on the overtime list. A no contact will be posted as a “N.C.” (No Contact). If an officer is not available to work due to being sick, on vacation, etc. a “N.A.” (Not Available) will be entered.

If an officer has signed up for voluntary private duty overtime within the Town that overlaps shift overtime being called out, the officer will be considered N.A. for that call out. Consequently, the officer will be ineligible to be ordered in regardless of his/her hours on the overtime list.



In the event that no other officer is able to be ordered in, said officer may be pulled from the private duty overtime in order to be ordered in.

An officer may refuse a call-out, however, he will not be credited with any hours for the refused call-out. When a call-out is made and a properly working answering machine responds (or the call goes to voice mail on the officer's cell phone), a message shall be left on the machine, if possible, listing the day and time of the call and that an overtime assignment is available. An officer's failure to respond to the message and take the overtime assignment prior to the next call being made shall constitute a "no contact." No call-out will be conducted within thirty (30) minutes of the start of any shift, unless in an emergency.

6. If an officer accepts/signs for a job and for any reason cancels within twenty-four (24) hours, the cancelling officer shall be charged with the amount of hours the job was for and a call-out will be conducted. This subsection shall not apply to duty related responsibilities, i.e., court subpoenas, etc., which shall be priority.
7. In the event that a new officer is eligible for overtime, or an officer on temporary duty or leave for at least three (3) months returns to normal duty then these officers will be entered onto the overtime list by crediting them the average number of hours of the bottom four (4) officers. The bottom four (4) officers shall be defined as the four (4) officers who are currently available to work overtime on the call out list excluding the officer who is being averaged back onto the list.

### **Section 8 – Overtime Compensatory Time**

Payment for overtime hours shall be by either pay or overtime compensatory time at the employee's option, which shall be exercised at the time earned. Overtime compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, with a maximum of ~~forty (40)~~ **eighty (80)** hours allowed to be accumulated at any one time; ~~effective July 1, 2021, the maximum number of hours allowed to be accumulated at any one time shall be eighty (80) hours.~~

Employees requesting the use of overtime compensatory time in an eight and one-half (8½) hour increment must submit the request in writing at least twenty-four (24) hours prior to the requested day off. The taking of overtime compensatory time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours. Additionally, the use of any overtime compensatory time shall not be granted if it creates an overtime situation. Employees may cash in any amount of earned overtime compensatory time upon written request. Payment will be made in the next regular pay period at a straight time rate of pay.

### **Section 9 - Special Services/Private Duty**

The rate of pay for any special service/private duty job shall be time and one-half (1½) of the employee's regular rate, with the exception of jobs falling on weekends and holidays for which double time shall be paid.

Jobs shall be charged in 4.0 increments.

In the event a job is cancelled with less than two (2) hours notification to the Department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the proscribed rate for the job.

**Section 10 - Meal Allowance**

During emergency situations, or when an officer is ordered to work two (2) continuous shifts back-to-back, the officer shall be paid for meals while on overtime work, furnishing receipts, not more than the following:

Breakfast	\$4.50
Lunch	\$5.00
Supper	\$7.00

In order to qualify for a paid meal period, an employee must be on overtime duty as outlined above.

**Section 11 – Mutual Aid Overtime System**

Private duty and patrol shift in East Hampton shall take precedence over any private duty job in a surrounding town.

No bargaining unit member shall be permitted to work a private duty job in a surrounding town if there is an open patrol shift or private duty job available and unfilled in the Town of East Hampton.

When a private duty job is available in a surrounding town and the conditions above have been met, it shall be first offered to a bargaining unit member on the overtime list for whom the shift would occur on his/her regularly scheduled day off.

**ARTICLE XII**  
**HOLIDAYS**

**Section 1 - Holidays**

The following days shall be considered holidays:

New Year's Day (January 1<sup>st</sup>)  
Martin Luther King Day  
President's Day

Independence Day (July 4<sup>th</sup>)  
Labor Day (1<sup>st</sup> Monday in September)  
Columbus Day

Good Friday (Friday before Easter)  
Easter Sunday  
Memorial Day

Veteran's Day  
Thanksgiving Day  
Christmas Day

### **Section 2 - Holiday Work Rate**

All holidays shall be credited on the observed day. Any employee working on a holiday shall receive the rate of time and one-half (1½) for the hours worked and shall, in addition, receive either eight and one-half (8½) straight time pay based on his/her hourly rate or an additional holiday credited at the employee's option as holiday compensatory time. In addition, members of the bargaining unit will receive double time for any overtime worked on the following four (4) holidays:

1. Christmas Day;
2. Thanksgiving Day;
3. Independence Day (4<sup>th</sup> of July); and
4. Easter Sunday

### **Section 3 - Unanticipated Holidays and Town Hall Closure**

In addition to the language set forth below, when any time off with pay may be allowed other East Hampton municipal employees as the result of an unanticipated holiday or day of mourning, the employees shall either be given extra time off or shall receive additional pay in lieu of such time off, at the employee's option.

In the event that Town Hall is closed due to inclement weather, road closures or power outages, and the Town authorizes time off with pay for all other Town employees, officers scheduled to work on such days (the twenty-four (24) hour calendar day that encompasses the closure) shall receive eight and one-half (8½) hours of "weather related leave time" (credited at straight time) to be used by June 30<sup>th</sup> of such contract year.

If the officer is unable to use the eight and one-half (8½) hours of weather-related leave time by the June 30<sup>th</sup> date, he will receive eight and one-half (8½) hours of straight time pay.

Employees requesting use of weather-related leave time must make such request in writing at least twenty-four (24) hours prior to the requested day off. Weather related leave time shall not be granted if it creates an overtime situation. The taking of weather-related leave time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours.

### **Section 4 - Holiday Day Off Work Rate**

When any of the aforementioned holidays fall on an employee's scheduled day off or during his vacation, the employee shall receive, in addition to his regular compensation, an additional eight and one-half (8½) hours straight pay based on his hourly rate.

**Section 5 - Holiday Compensatory Time**

Notwithstanding any provision of this agreement or practice to the contrary, in the event a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned in accordance with Article XII, Section 2, a member of the bargaining unit may accumulate a maximum of eighty hours (80) hours of holiday compensatory time.

If a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned, such holiday compensatory time may not be paid at a later date as a cash disbursement; rather, holiday compensatory time may only be used as paid time off to be used on a later date.

**ARTICLE XIII**  
**VACATIONS**

**Section 1 - Vacation Schedule**

Upon completion of the enumerated years of service set forth below as of the employee's anniversary date in a bargaining unit position covered by this Agreement, the employee shall be entitled to annual paid vacation as follows:

<del>0 year to Less than</del> 1 year <del>of service</del>	0 vacation days
<del>1 year of completed service to 3 years of completed service</del> Upon completion of 1 year of service	10 vacation days
<del>4 years of completed service to 5 years of completed service</del> Upon completion of 4 years of service	12 vacation days
<del>6 years of completed service to 8 years of completed service</del> Upon completion of 6 years of service	15 vacation days
<del>9 years of completed service to 10 years of completed service</del> Upon completion of 9 years of service	17 vacation days
<del>11 years of completed service to 15 years of completed service</del> Upon completion of 11 years of service	20 vacation days
<del>Over 15 years of completed service</del> Upon completion of 15 years of service	25 vacation days

A lateral transfer **or a new hire with comparative certification** is eligible for five (5) vacation days during his/her first year of service with the Town in a bargaining unit position covered by this Agreement upon being a Post Certified Connecticut Police Officer. If the police officer leaves the Town's employment during his/her first year of service with the Town (regardless of

the reason), any paid vacation days taken by the officer will be deducted from his/her last paycheck.

### **Section 2 - Vacation Choice**

Vacation choice shall be made by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1<sup>st</sup> through September 15<sup>th</sup>, subject to Section 1.

### **Section 3 - Requests**

All employees must submit requests for vacation time to the Scheduling Officer five (5) days in advance for approval. The Chief may, at its discretion, approve vacation time when said five (5) days advance notice is not given. Vacation time may be taken in no less than one-half (½) day increments at the employee's option.

### **Section 4 - Vacation Pay**

**Vacation pay, at the employee's option, may be paid in advance upon ten (10) days notice in writing to the Chief of Police. Employee's may cash out up to fifty-five (55) unused vacation days at the time of their retirement.**

### **Section 5 - Vacation Sick Leave**

In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation, provided he has accumulated sick time available.

### **Section 6 - Vacation Accumulation**

Employees shall be allowed to accumulate unused vacation leave from year to year to a maximum of thirty (30) days, with all days grandfathered that have been accumulated to the effective date of the new contract.

### **Section 7 - Personal Leave**

Each employee shall be granted four (4) personal leave days per fiscal year which may be used for personal business at the option of the employee. No employee shall accumulate more than four (4) personal leave days in a fiscal year. Notice for a personal day shall be given at least twelve (12) hours in advance to the Chief of Police or his agent; emergency situations will be dealt with on an individual basis. Personal leave days shall not be carried over from year to year and shall have no cash value.

### **Section 8 - Cancellation of Vacation**

In the event an employee requests paid time off (vacation, holiday, personal leave, compensatory time or holidays) not less than five (5) days in advance and permission is granted; the permission shall not be cancelled, except in the event of an emergency.

**ARTICLE XIV**  
**SICK LEAVE**

**Section 1 - Accumulation**

All employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year prorated for each month of service. Such leave may be accumulated to a maximum of one hundred and eighty (180) days.

Such leave is to be used during illness or non-service-connected injury.

If an employee is out more than three (3) consecutive scheduled workdays, a note from the health care professional (i.e. – MD, PA or Minute Clinic) who treated the employee for the condition that caused the absences stating the reason ~~of~~ for the illness and fitness for duty may be required.

In cases of: (1) suspected abuse; or (2) a documented and sustained pattern of absenteeism, the Town may require a note from the health care professional who treated the employee for the condition that caused the absences stating the reason ~~of~~ for the illness and fitness for duty as proof of illness for each event.

**Section 2**

The following shall apply to sick leave redemption:

- A. An employee, upon resignation without prejudice, shall receive on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement (normal, early or disability retirement under the terms of the Town pension plan) or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days.

**Section 3**

All employees shall be ineligible for overtime assignment after any shift they are on sick leave for fifteen and one-half (15½) hour period.

**Section 4 - Use of Sick Leave**

Sick leave credited may be used for time off with pay for bona fide cases of incapacitating sickness or injury for the period of disability resulting from pregnancy or childbirth.

When the serious health condition (as defined by the FMLA) of a member of the employee's immediate family (spouse, child or parent) living in his household required his personal attendance, he may be granted up to maximum of forty (40) hours of his credited sick time to care for such family member, when supported by a doctor's certificate.

### **Section 5 - Family and Medical Leave**

The provisions of the Federal Family and Medical Leave Act (FMLA) shall apply to all eligible employees.

### **Section 6 - Sick Leave Incentive Day**

After completion of their initial probation period, for each calendar quarter in which an employee does not use any sick time such employee shall be eligible for an additional earned leave day, which shall have the same power and usage as a personal day. This earned leave day must be using during the following calendar quarter.

## **ARTICLE XV** **FUNERAL LEAVE**

### **Section 1 - Funeral Leave**

Each employee shall be granted leave with pay in the event of a death in his immediately family. Such leave shall ~~start the day of the death and include the day of burial,~~ not to exceed four (4) days ~~to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased.~~ For purposes of this Agreement, immediate family ~~includes~~ shall be defined as:

Spouse	Sister	Grandparents
Mother	Brother	Mother-in-law
Father	Child	Father-in-law

### **Section 2 - Special Funeral Leave**

Special leave of two (2) days with additional leave ~~of up to one (1) additional day~~ (at the discretion of the Chief) ~~for an not to exceed aggregate of three (3) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased for the purposes of attending the funeral~~ shall be granted an employee in the death of:

- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law

**Section 3 - Special Funeral Leave (continued)**

Special leave for one (1) day, at the discretion of the Chief, for the purposes of attending the funeral shall be granted an employee in the event of the death of:

Aunt  
Uncle

**Section 4 – Police Funeral Leave**

In the event that a sworn law enforcement officer, or corrections officer in the State of Connecticut is killed in the line of duty, except as set forth below, those employees requesting a one (1) day leave will be allowed for the purpose of attending the burial ceremony as a representative of the Town. Seniority shall prevail in requests. Employees will be provided Department transportation and will attend said ceremony in full uniform. This section will not cause overtime, or cause staffing levels to go below minimum. This section shall only apply to officers scheduled to work during the actual time of the funeral.

**ARTICLE XVI  
COURT DUTY**

**Section 1 – Court Scheduling**

The Chief of Police will, when possible, try to arrange with the Court that no member of the bargaining unit will be scheduled to appear during vacation leave.

**Section 2 – Rate of Pay**

Employees who may be required to attend Court during their off-duty hours shall receive a minimum of four (4) hours pay at one and one-half (1½) times their hourly rate. Any fee paid the employee by the State, shall be returned to the Town by the employee.

**Section 3 – Jury Duty**

In the event that an employee is duly summoned to any court for the purposes of performing jury duty, he shall receive his regular compensation while attending said jury duty and shall be exempted from his regular shift.

**ARTICLE XVII  
EDUCATION INCENTIVE**

**Section 1**

Effective after the first year of employment on the employee’s anniversary date, eight hundred dollars (\$800.00) shall be added to the employee’s yearly salary thereafter if he has earned a Masters’ Degree. Six hundred fifty dollars (\$650.00) shall be added to the employee’s yearly



salary thereafter if he has earned a B.A./B.S. degree. Four hundred fifty dollars (\$450.00) will be added to the employee's yearly salary thereafter if he has obtained an A.A./A.S. degree, as per the conditions stated above.

## **Section 2**

To qualify for the education incentive, the employee must have a degree in police science, police administration or criminal justice or any other law enforcement related degree. Such police science, police administration, criminal justice or law enforcement degree must be from a college or university accredited by a bona fide, recognized national or regional accrediting agency; provided, however, this provision shall not affect employees hired upon the effective date of the 2007-11 agreement, who have attained their degree or are enrolled in a course of study as described in this section.

## **Section 3**

Any police officer authorized in writing by the Chief of Police and approved by the Town Manager, may enroll in a law enforcement or related course in a police school or college. It shall be the duty of the employee to use all state and federal funds available for tuition, bonds, fees, and equipment in order to eliminate expenditures by the Town for this purpose. If neither state nor federal funds are available, the Town will reimburse the employee in an amount up to, but not to exceed fifty percent (50%) of tuition on a passing grade (C or better).

## **Section 4**

The Town reserves the right to develop a schedule or plan for tuition reimbursements. The Town also reserves the right to limit the number of courses taken in a given semester by such employee to permit budgeting for same.

# **ARTICLE XVIII UNIFORMS AND EQUIPMENT**

## **Section 1 – Issue and Allowance**

Uniforms and equipment as prescribed in the rules and regulations, as approved by the Chief, will be supplied by the Town to all new full-time police officers. The Town will allocate a maximum of six hundred fifty dollars (\$650.00) annually for the replacement of **work worn** or damaged uniforms or equipment. New hires will be provided with Class A uniforms. **Effective July 1, 2024, the allocation shall be a maximum of seven hundred fifty dollars (\$750.00), annually for the replacement of worn or damaged uniforms or equipment.**

The Chief, or his designated representative, shall determine when uniforms and equipment will be replaced. Any replacement expenses above the maximum figure allocated will be paid for by the officer.

## **Section 2 – Personal Property**

Authorized personal property required by the Town used in the line of duty will be replaced by the Town on the same basis as Article XVIII, Section 1.

**Section 3 – Change of Uniforms/Equipment**

Any change of style, type or color of uniform or attire or any change of equipment or accoutrements shall be paid by the Town.

**Section 4 – Cleaning Allowance**

Each employee shall be paid a quarterly cleaning allowance as listed below, payable at the end of each quarter.

\$200.00

**Section 5 – Damaged Equipment/Uniforms**

Notwithstanding Section 1, any uniforms or equipment damaged by carelessness or willful acts of the officer shall be paid for by the officer. Uniforms or equipment damaged or destroyed during the course of duty, through no fault of the officer, shall be replaced by the Town and shall not be charged to the officer’s clothing allowance.

**Section 6 – Eye Wear, Watches and Cellular Phones**

A watch, cellular phone, eyeglasses, sunglasses, or contact lenses damaged or destroyed during the course of duty through no fault of the officer, shall be replaced by reimbursement of actual value up the following maximums when a receipt is submitted (less any payments by Workers’ Compensation):

Watch	\$ 50.00
Eyeglasses	\$350.00
Contact Lenses	\$150.00
Non-Prescription sunglasses	\$ 30.00
Cellular Phone	\$150.00 (effective July 1, 2024 \$250.00)

**Section 7 – Protective Vests**

The Employer shall furnish all employees covered by this Agreement a protective vest normally used for police work, and two vest carriers. The Employer shall also replace those vests at no cost to the employee prior to expiration of the manufacturer’s suggested replacement date.

**ARTICLE XIX  
INSURANCE**

**Section 1 – Medical Plan**

The Town shall provide medical benefits, which includes medical, dental, prescription drugs, vision, etc., as set forth in Appendix D, attached hereto, and made a part of hereof to all regular full-time employees and their dependents.

The employees shall pay the following percent of the cost of the premium by automatic payroll deduction:

<u>YEAR</u>	<u>State of Connecticut Partnership Plan 2.0</u>
<b>2023-2024</b>	<b>13.5% (effective upon approval of this Agreement by the Town Council)</b>
<b>2024-2025</b>	<b>14%</b>
<b>2025-2026</b>	<b>14.5%</b>

**Section 2 – Medical (In Lieu of)**

Employees may voluntarily elect, in writing on a form to be provided by the Town, to waive the insurance coverages listed above, and in lieu thereof, shall receive an annual payment in accordance with the following:

**Number of Eligible employees who elect to waive**

	<u>3 or less</u>	<u>4</u>	<u>5 or more</u>
Single Waiver	\$625.00	\$875.00	\$1,125.00
Single Plus One Waiver	\$1,250.00	\$1,500.00	\$1,750.00
Family Waiver (including self)	\$1,875.00	\$2,125.00	\$2,375.00

Payments to those employees shall be made quarterly for the prior quarter.

If a change in the employee’s status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1<sup>st</sup>, for a waiver to be effective July 1<sup>st</sup>; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year).

Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

**Section 3 - Change of Carrier**

The Town reserves the right to change insurance providers, administrators and/or carriers (if applicable) cited in Section 1 as long as the benefits are substantially equal to, or better on an overall plan benefit basis than those offered above, with the consent of the Union which consent shall not unreasonably be withheld. Prior to changing providers, administrators and/or carriers, the Town will provide the Union with sixty (60) calendar days advance written notice of the change and a copy of the plan.

#### **Section 4 – Inoculations and Immunization**

If an employee, while carrying out his duties is exposed to a contagious disease, the Employer agrees to pay the expenses for inoculation and immunization for members of the officer's family and the officer. The Employer further agrees to reimburse any officer covered by one of the Employer's health plans, any co-pay amount required for inoculation/immunization required due to the exposure.

#### **Section 5 – Group Term Life Insurance**

Group term life insurance shall be one times (1x) annual salary rounded to the highest one thousand dollars (\$1,000.00) to a maximum of fifty thousand dollars (\$50,000.00).

### **ARTICLE XX WORKERS' COMPENSATION**

#### **Section 1 - Coverage**

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act.

An employee who is out of work due to a workplace injury and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) weekly temporary partial disability benefits ("TP") (if the Town does not have work within the employee's light duty restrictions) the employee will receive the difference between his/her regular straight time weekly wages from the Town (based on his/her regular full-time forty (40) hour workweek) and his weekly TT/TP benefits for a period not to exceed an aggregate total of one hundred eighty (180) work days for such injury.

The one hundred eighty (180) workday period set forth above does not recommence if the injured officer returns to work from such injury (either on light duty or regular duty) and is then out of work again for the injury (either once or multiple times); rather, it is for a maximum total of one hundred eighty (180) workdays for the workplace injury.

An employee shall not be required to submit to the Town any specific permanency award received for the injury.

The parties understand and agree that the payment from the Town shall be subject to applicable state and federal taxes.

## **ARTICLE XXI** **RETIREMENT**

### **Section 1 - Town Retirement Plan**

The Town shall provide retirement benefits as set forth in Appendix B attached hereto and made a part of hereof.

### **Section 2 - Special Service Plan**

The Town and the Union agree that a ~~two dollar (\$2.00)~~ **five dollar (\$5.00)** per hour surcharge will be added to all special duty rates and such ~~two dollar (\$2.00)~~ **five dollar (\$5.00)** per hour will be contributed to a 457 Plan for special services for officers who work the specific special duty assignments. ~~Effective July 1, 2021, the surcharge will be four dollars (\$4.00) per hour.~~ ~~Effective July 1, 2022, the surcharge will be five dollars (\$5.00) per hour.~~ **Effective July 1, 2024, the surcharge will be six dollars (\$6.00) per hour.**

## **ARTICLE XXII** **SENIORITY**

### **Section 1 - Departmental Seniority**

Upon the successful completion of the employee's probationary period, seniority shall date back to the original date of hire as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

### **Section 2 - Classification Seniority**

Classification seniority is the period of most recent continuous service within an employee's classification. Employees shall not attain classification seniority until completion of the necessary probation period at which time classification seniority shall date back to date of appointment.

### **Section 3 - Ties in Seniority**

Ties in seniority among existing employees shall be broken immediately following the execution of this Agreement. When two (2) or more employees are appointed on the same day in the same classification the order of precedence shall be determined by the order of relative position on the eligibility list from which said employees were appointed.

### **Section 4 - Forfeiture of Seniority**

Seniority shall not continue to accumulate while an employee is on leave of absence. If an employee resigns or is discharged for just cause, he shall lose all seniority.

#### **Section 5 - Seniority Considerations**

Seniority shall prevail with regard to vacation scheduling, posts and jobs, layoff and recall.

#### **Section 6 - Special Assignments**

Stakeouts, special criminal investigations and internal investigations or administrative assignments which remain at the discretion of the Chief of Police, or his designee, are not subject to the overtime selection process where such assignments require specialized training.

Assignments under this section that do not require any specialized training or that are not continuations of an officer's assignment outside his/her shift as determined by the Chief (e.g., investigation, stakeout) will be considered regular overtime as appropriate and follow overtime selection procedures. Assignments to cover for officers on sick leave, vacation leave, or personal day leave will follow overtime selection procedures.

#### **Section 7 - Probationary Employees**

No employee shall attain seniority rights under this Agreement until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut and completed the probationary period. During probation neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this Agreement.

#### **Section 8 - Recall**

If following a lay-off the employee fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of recall is sent, by certified mail, to his last known address on record with the Department or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth (14<sup>th</sup>) day or the date the position becomes available, which is later, the employee shall lose all seniority rights. Laid-off employees have rights or recall for two (2) years from the effective date of their layoff.

### **ARTICLE XXIII TRAINING**

#### **Section 1 - In-Service Training**

The Employer shall make every effort to provide an ongoing program of in-service training for all officers, designed to maintain a high standard of performance and to increase the skills of all officers. Attendance at training sessions may be ordered by the Chief. Decisions by the Chief on employee requests for training should be based on: the effect of the employee's absence, the

relationship of the training to the officer's duties, the employee's professional development, and method of financing attendance.

### **Section 2 - Voluntary Training**

Nothing in this Agreement shall prohibit an employee from requesting to attend training on his own time at no expense to the Employer, with the permission of the Chief of Police, which shall not be unreasonably withheld.

### **Section 3 - Training Assignments**

Training seminars/schools which the Department anticipates assigning personnel to shall be posted for one week thus allowing those interested in participating to sign up for the specific seminar/school.

Assignments remain at the discretion of the Chief of Police who shall give due consideration to seniority in the assignment process.

### **Section 4 - Certifications**

The Employer shall ensure that all officers retain their police officer certifications and shall pay any costs associated with the maintaining of this certification.

### **Section 5 - Staff Meetings**

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the overtime provisions of this Agreement but shall receive a minimum of two (2) hours of straight time pay for the meeting. Any time beyond the two (2) hours shall continue to be straight time.

## **ARTICLE XXIV GENERAL PROVISIONS**

### **Section 1 - Use of Private Vehicle**

Employees using their own automobile for official business connected with the East Hampton Police Department will be paid at the per mile rate as set by the IRS when authorized by the Chief. Employees using such vehicle shall furnish proof of liability insurance of the vehicle adequate to meet the requirements established by the Connecticut General Statutes.

### **Section 2 - Leave of Absence**

The Chief, with the approval of the Town Manager, may grant an officer a leave of absence, without pay, for a maximum of sixty (60) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he

shall be returned to his last previous employment status. Such requests must be submitted in writing to the Chief of Police. Extensions may be granted.

### **Section 3 - Safety Rules and Regulations**

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this section, an employee shall initially follow all orders and directives of his superiors as to the use of such vehicle and may thereafter file a grievance for violation of this section.

### **Section 4 - Prohibited Duties**

Employee shall not be permitted to perform the following duties:

1. Shovel Snow
2. Hand Wash Vehicles

Employees shall clean out, gas up and check oil of vehicles at the end of their shift.

### **Section 5 - Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town will pay the employee the difference between his military pay and his regular pay. Regular pay shall not include any overtime.

### **Section 6 - Vehicle Accidents**

In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him in the absence of the Chief, unless the driver is in violation of Department rules and regulations or until a complete investigation has been made by the Chief and he has actually been found at fault.

### **Section 7 - Residency**

The Town agrees that it shall make no requirement in regard to residency for employees while this Agreement is in effect.

### **Section 8 - Unsafe Practices**

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work.



### **Section 9 - Personnel Files**

All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

### **Section 10 - Contents of Personnel Files**

Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation, for which the Department elected to take no official action, shall be removed from the personnel file. Regardless of removal of any communication these materials shall be made available for any court purposes, to any counsel or representative of the Town who needs to look at them for civil rights matters, to any counsel or other appropriate authority upon disclosure requests that must be honored by the Town in other lawsuits, to any proper request under the Freedom of Information Act, and shall be made available pursuant to any other lawful request the Town must honor. The material shall be available to any insurer, or representative thereof, who may need to look at them for insurance purposes.

### **Section 11 - Boat Patrol**

Qualified bargaining Union members shall be given priority in making assignments to the boat detail. If qualified bargaining unit members are not available, seasonal Lake Patrol Constables shall be given the opportunity to fill the assignment. Officers may “bump” a seasonal Lake Patrol Constable with a twelve (12) hour notice.

### **Section 12 - Pay Day**

The Town agrees that the regular payday is on Thursday.

All bargaining unit employees shall be paid by direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Direct deposit shall be made by noon on Thursday of the applicable pay period. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule.

**Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Town electronically.**

### **Section 13 – ~~Wellness Stipend~~ Workout Room**

~~On or about July 1, 2020, bargaining unit members shall receive a stipend of two hundred fifty dollars (\$250.00) toward membership at a fitness center in the Town of East Hampton. Effective July 1, 2021, bargaining unit members shall no longer receive the aforementioned stipend, provided that by such date a workout room in the police department is established and equipped with equipment. The Town agrees to continue to maintain the current workout room in the police department that. All equipment contained within in the workout room will be maintained by the Town. The workout room shall be no smaller than the area within the police department under consideration as of July 1, 2020.~~

## **ARTICLE XXV DISCIPLINARY ACTION**

### **Section 1 - Just Cause**

No officer who has completed his/her probationary period shall be disciplined (verbal warning memorialized in writing, written warning, suspended without pay or discharged) without just cause.

### **Section 2 - Disciplinary Hearing**

An employee suspended or removed from duty by the:

- A. Chief or his agent shall be notified in writing no less than forty-eight (48) hours prior to a preliminary hearing regarding the suspension.
- ~~B. In cases where a citizen complaint or actions are not initiated within sixty (60) days of occurrence, alleged infractions or incident such complaint or action shall be viewed as a diminishing situation. This section shall not apply to complaints or actions of an extremely serious nature.~~
- B.** At said preliminary hearing, which shall be closed to the public, said employee shall be advised of the reason(s) for the disciplinary action taken or intended disciplinary action to be taken by the Chief or his agent.

### **Section 3 - Union Activity**

No permanent officer shall be suspended, discharged or penalized solely because of lawful activity on behalf of, and authorized by, the Union.

### **Section 4 - Officer Indemnification**

In the event that an officer is named a defendant in a civil action claiming damages for false arrest, imprisonment, injuries, or death occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any

final judgment obtained therein against such officer. The Town shall not pay for any personally retained counsel. Additionally, the Employer shall pay any bonds required to clear an officer's assets.

### **Section 5 - Settlement of Suits**

In the event of a settlement of any civil suit involving an officer, the Employer shall provide the officer with a copy of any release obtained.

## **ARTICLE XXVI** **GRIEVANCE PROCEDURE**

### **Section 1 - Purpose**

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

### **Section 2 - Definition**

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with the specific violation of Department rules and regulations pertaining to mandatory subjects of collective bargaining or the misapplication or misinterpretation of specific terms of the articles and sections of this Agreement.

**For purposes of this Article, days shall be defined as working days, excluding Saturdays, Sundays and holidays.**

### **Section 3 - Procedure**

Any employee may use **this the** grievance procedure **up to Step 1** with or without Union assistance. ~~Should an employee process a grievance through the first step provided herein prior to seeking Union aid, the Union may at its discretion, process the grievance anew from the first step.~~ No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

#### **Step 1**

Any employee or the Union ~~with a grievance shall~~ within fifteen (15) ~~calendar~~ days ~~of from~~ the occurrence ~~that is the basis of the grievance or within fifteen (15) days from when the employee or the Union knew or should have known of the occurrence (whichever is sooner)~~ ~~same shall~~ reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chief's or his designee's decisions shall be submitted in writing to the ~~aggrieved~~ employee and the Union within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday and holidays~~ of the receipt of the grievance, excluding ~~Saturday, Sunday, holidays, and~~ any days the Chief is on vacation or sick leave.

## Step 2

If the ~~complainant and/or the~~ Union ~~are is~~ not satisfied with the decision rendered by the Chief of Police or his designee the ~~employee or his representative~~ Union ~~shall may~~ submit the grievance in writing within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday, and holidays~~ to the Town Manager. Within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday, and holidays~~ after receiving ~~such the~~ grievance, the Town Manager shall render his decision in writing to the ~~aggrieved and his representative~~ Union and the employee.

## Step 3

If the ~~complainant and/or the~~ Union is not satisfied with the decision rendered by the Town Manager and ~~select elects~~ further processing, it may within fifteen (15) ~~working~~ days ~~excluding Saturday, Sunday and holidays~~ after receipt of this reply, proceed to file ~~a the~~ grievance with the Connecticut State Board of Mediation ~~and Arbitration~~. The decision rendered by the arbitrator or arbitrators shall be final and binding upon ~~both the~~ parties and it shall be implemented within fifteen (15) ~~calendar~~ days of receipt of ~~same that the decision~~. The decision ~~of the arbitrator or arbitrators, if applicable,~~ shall not ~~end or~~ alter this Agreement in any manner. Neither party waives its rights to ~~legal~~ appeal ~~the decision~~ under the Connecticut General Statutes.

## Section 4 - Meetings on Grievances

Nothing in this Article shall prohibit the parties from mutually arranging informal meeting at any step of the grievance procedures.

## Step 5 - Recording of Minutes or Testimony

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer recording device shall be borne by the party employing same.

## Section 6 - Police Union as Complainant

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

## Section 7 - Responses

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

## **ARTICLE XXVII** **DETECTIVE POSITION**

## **Section 1**

The Chief may, at his or her discretion, create and fill a detective position within the bargaining unit. Such position shall be filled for a limited period, shall not be deemed a promotion, and may not be filled at times. Notwithstanding other provisions of this Agreement to the contrary, the following terms and conditions shall apply to the detective position:

## **Section 2**

Appointment to the position of detective shall be governed by the following:

- A. The normal work week of the detective shall be Monday through Friday. The normal work hours for the detective shall be forty (40) hours per work week with the schedule of the hours determined by agreement between the Chief and the detective, provided a detective's hours and weekly schedule may be changed at the Chief's directive. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.
- B. The applicant must have at least five (5) years experience as an East Hampton police officer, excluding time spent in P.O.S.T. and time as a certified officer in another municipality or other law enforcement agency.
- C. The applicant must be below the rank of Sergeant and submit a letter of interest and resume.
- D. The successful candidate must not have held the position of detective within two years previous to the posting unless no other qualified candidate had applied.
- E. In filling the position, the Chief shall consider performance, input, if requested, from the applicant's supervisor and seniority.
- F. Assignment to the detective position shall be rotated through officers in the department, and no officer will be reassigned to the position until all officers in the department below the rank of Sergeant have held the assignment or have refused the assignment, unless a potential or actual applicant's performance is deemed by the Chief to have disqualified him or her from the position. The Chief, at his or her sole discretion, may deem a refusal to accept an appointment as disqualifying the officer from the current list of rotating officers.

## **Section 3**

Officers will be appointed to the position on a voluntary basis except in the cases of temporary need or emergency. Each detective assignment shall be for a period of two to four years. The

officer assigned to the position will be subject to a probationary period of sixty (60) days. Should the officer not pass the probationary period, he or she will be returned to his or her former position, and a decision of the Chief to take such action shall not be subject to the grievance procedure or binding arbitration under Article XXVII of this Agreement, the officer assigned to the position may opt out of the assignment with at least thirty (30) days notice to the Chief, but the initial assignment shall be deemed an appointment within the rotation. The Chief may waive this notice require and the disqualification from the rotation at his or her sole discretion.

#### **Section 4**

- A. The normal work hours of the detective shall be one of the following two schedules alternated on a bi-weekly basis: (i) 9:00 a.m. to 5:00 p.m. Monday through Friday, and (ii) 12:00 p.m. to 8:00 p.m. Monday through Friday. However, such hours and weekly schedule may be changed at the Chief's directive or with his or her approval in unusual circumstances or to suit specific cases under investigation. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.
- B. The detective will be eligible for overtime work falling outside his or her shift in accordance with the terms of this agreement. When the detective works overtime on regular officer work, the detective pay differential shall not apply.

#### **Section 5**

An officer assigned to the detective position shall continue to accrue seniority in his or her former position, and such seniority shall be considered for the purposes of all contractual benefits related to seniority such as promotion and vacation schedule.

#### **Section 6**

An appointment to the detective position shall not be considered for the purposes of fulfilling the minimum staffing requirements of this Agreement.

#### **Section 7**

An officer assigned to the detective position shall receive an hourly differential of one dollar (\$1.00) above his or her applicable rate. In addition to the uniform and cleaning allowance provided in this Agreement, each officer appointed to the position of detective, except an officer appointed to a consecutive term, shall receive a one-time clothing allowance of six hundred dollars (\$600.00) for the purchase of appropriate civilian clothing as approved by the Chief.

### **ARTICLE XXVIII DURATION**

This contract shall be effective July 1, **2020 2023** and shall remain in full force and effect through June 30, **2023 2026**.

**FOR THE TOWN OF EAST HAMPTON  
BY THE TOWN COUNCIL**

**EAST HAMPTON POLICE UNION,  
LOCAL #2407, COUNCIL 4, AFSCME,  
AFL-CIO**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Witnessed

\_\_\_\_\_  
Witnessed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – WAGES**

<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2023-2024 (retroactive)</u></b>	<b><u>Hourly</u></b>	<b><u>\$32.8684</u></b>	<b><u>\$33.3224</u></b>	<b><u>\$33.5853</u></b>	<b><u>\$35.4372</u></b>	<b><u>\$38.2808</u></b>	<b><u>\$41.4111</u></b>
	<b><u>Yearly</u></b>	<b><u>\$68,366.34</u></b>	<b><u>\$69,310.69</u></b>	<b><u>\$69,857.43</u></b>	<b><u>\$73,709.41</u></b>	<b><u>\$79,624.05</u></b>	<b><u>\$86,135.13</u></b>
<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2024-2025</u></b>	<b><u>Hourly</u></b>	<b><u>\$33.8545</u></b>	<b><u>\$34.3221</u></b>	<b><u>\$34.5929</u></b>	<b><u>\$36.5003</u></b>	<b><u>\$39.4292</u></b>	<b><u>\$42.6535</u></b>
	<b><u>Yearly</u></b>	<b><u>\$70,417.33</u></b>	<b><u>\$71,390.01</u></b>	<b><u>\$71,953.16</u></b>	<b><u>\$75,920.69</u></b>	<b><u>\$82,012.77</u></b>	<b><u>\$88,719.18</u></b>
<b><u>PATROL</u></b>	<b><u>3.0%</u></b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b><u>2025-2026</u></b>	<b><u>Hourly</u></b>	<b><u>\$34.8701</u></b>	<b><u>\$35.3518</u></b>	<b><u>\$35.6306</u></b>	<b><u>\$37.5953</u></b>	<b><u>\$40.6121</u></b>	<b><u>\$43.9331</u></b>
	<b><u>Yearly</u></b>	<b><u>\$72,529.85</u></b>	<b><u>\$73,531.71</u></b>	<b><u>\$74,111.75</u></b>	<b><u>\$78,198.31</u></b>	<b><u>\$84,473.15</u></b>	<b><u>\$91,380.76</u></b>



<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	<b>\$43.3945</b>	<b>\$44.7685</b>	<b>\$46.5726</b>
	<b>Yearly</b>	<b>\$90,260.47</b>	<b>\$93,118.39</b>	<b>\$96,870.95</b>
<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2024-2025</b>	<b>Hourly</b>	<b>\$44.6963</b>	<b>\$46.1115</b>	<b>\$47.9698</b>
	<b>Yearly</b>	<b>\$92,968.28</b>	<b>\$95,911.94</b>	<b>\$99,777.08</b>
<b>SERGEANT</b>		<b>Start</b>	<b>6 Months</b>	<b>Upon Completion of 5 years as a Sergeant</b>
<b>2025-2026</b>	<b>Hourly</b>	<b>\$46.0372</b>	<b>\$47.4949</b>	<b>\$49.4088</b>
	<b>Yearly</b>	<b>\$95,757.33</b>	<b>\$98,789.30</b>	<b>\$102,770.40</b>

**A PATROL OFFICER ASSIGNED TO THE DETECTIVE POSITION SHALL RECEIVE A ONE DOLLAR (\$1.00) PER HOUR INCREASE DURING WORK AS A DETECTIVE.**

**APPENDIX A - CONTINUED**

**LONGEVITY PAY**

Longevity Pay, as noted in this Appendix, will be paid annually, after the employee meets the service requirement:

5 Years of Service (less than 10)	\$350.00
10 Years of Service (less than 15)	\$500.00
15 years of Service (less than 20)	\$650.00
20 Years of Service (less than 25)	\$800.00
25 Years of Service	\$950.00

Employees hired on or after March 1, 2014 shall not be eligible for longevity pay.

## APPENDIX B

### Town of East Hampton Retirement Income Plan Plan Highlights Police

This is a summary of the major features of the Plan and reflects all amendments as of **January 1, 1998-June 27, 2023**:

#### Definitions:

**Earnings:** Compensation reported was wages for federal income tax purposes (excluding private duty for bargaining unit employees hired on or after July 1, 2017), subject to IRS compensation limit.

**Final Earnings:** Highest average **W-2** earnings (excluding private duty for bargaining unit employees hired on or after July 1, 2017), **on any five (5) consecutive January 1's based on sixty (60) consecutive twelve (12) months** during the last ten (10) years before **the specific date of** retirement or termination of employment.

**Service:** All years of employment with the Town from date of hire to date of retirement, termination or death. Measured in whole years and full months.

**Credited Service:** All years of Service as a plan participant making contributions. Credited Services is measured in whole years and full months.

**Normal Form of Annuity:** Single - Modified Cash Refund Equivalent of a life annuity with a guaranteed return of your contributions.  
Married - 50% Joint & Survivor.

**Optional Forms of Annuity:** Contingent Annuity Option provides for reduced payments over your lifetime. Upon your death, 100%, 66 2/3% or 50% of your monthly benefit may be paid to your beneficiary.

10 Year Certain & Life Option provides for reduced payments over your lifetime. If your death occurs within the first 10 years of your retirement date, payments in the same amount will continue to your beneficiary for the balance of the 10-year period only. Should your death occur after the 10 years following retirement, no further dates are due.

**Normal Retirement Date:** For officers hired prior to July 1, 2017, the earlier of age 55 with 10 years of service or the completion of 20 years of service. For officers hired on or after July 1, 2017, the earlier of age 55 with 10

years of service or the completion of 25 years of service. Prior to 7/1/1991, the service requirement was 25 years.

**Pension Benefits**

Eligibility: Making periodic employee contributions to the plan.

Benefit Formula: 2.5% of average earnings multiplied by years of credited service.

Early Retirement Eligibility: Age 55 with 10 years of service.

Early Retirement Benefit: Benefit accrued to date of retirement or termination, reduced by 7.2% per year for the first 5 years early and 3.6% per year for the remaining years.

Vesting Schedule: Retirement benefits are 50% vested after 5 years, with 10% increase for each year thereafter to a maximum of 100% with 10 years. Benefits are 100% vested at Normal Retirement.

Termination with Vested Rights: Participants who are at least 50% vested and withdraw their employee contributions at termination retain a portion of their Employer provided benefit reduced to reflect the employee's contribution withdrawal.

**Supplemental Benefits:**

Pre-retirement Death Benefit Eligibility: Death while an active employee.

Benefit Formula: The present value of 50% of the retirement benefit accrued to date of death, payable as a lump sum or monthly annuity.

Disability Benefit Eligibility: Permanent and total disability of an active participant after the completion of ten years of service.

Benefit Formula: Retirement benefit accrued to date of disability. If disability is deemed job related, the benefit is minimized at 50% of current pay at the date of disability.

Employee Contributions Amount: **6.0% of earnings for the 2020-2021 contract year.**  
**7.0% of earnings for the 2021-2022 contract year.**  
8.0% of earnings for **the 2022-2023** each contract year **of this Agreement.**

Bargaining unit employees hired on or after July 1, 2017 shall contribute ~~8% of earnings through June 30, 2021. Effective July 1, 2021, the contribution shall be 9.0% of earnings for the 2021-2022 contract year. Effective July 1, 2021, the contribution shall be~~ 10.0% of earnings for ~~the 2022-2023~~ each contract year **of this Agreement.**

Interest Credited: 5% per annum

Death Benefit: Single-Preretirement: Refund of employee contributions with interest to date of termination or death.

Married: Pre-retirement: 50% of Joint & Survivor coverage.

Post Retirement: Excess of participant contributions with interest over annuity payments received to date of death, unless another form of benefit becomes payable to the beneficiary based on the form of annuity elected at the time of retirement.

**APPENDIX C**  
**EAST HAMPTON POLICE DEPARTMENT**  
**DRUG and ALCOHOL-FREE WORKPLACE POLICY**

**PURPOSE**

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Town of East Hampton (the “Town”), and to promote a drug-free working environment, the Town, the Police Chief and the members of the East Hampton Police Union, Local #2407, Council 4 AFSCME, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Town uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

**SCOPE**

All uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

**POLICY**

It is the policy of the East Hampton Police Department that being under the influence of and/or using alcohol or drugs while on duty are strictly prohibited. Any appropriate discipline issued pursuant to this policy may be considered just cause within the collective bargaining agreement for bargaining unit employees.

**DEFINITIONS**

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

**Alcohol Concentration:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

**Breath Alcohol Technician (BAT):** An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

**Chain of Custody:** Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

**East Hampton Police Department Motor Vehicle:** A motor vehicle or combination of motor vehicles in commerce to transport East Hampton Police Department employees. Such motor vehicles shall include Police Department vehicles, vehicles from other Town departments, leased and/or rented vehicles operated by Town uniformed employees to transport East Hampton Police Department employees.

**Confirmation Test:** In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .04 or greater that provides quantitative date of alcohol concentration.

**Covered Employees:** All uniformed, permanent or probationary employees, including the Police Chief, employed in the East Hampton Police Department.

**Evidential Breath Testing Device (EBT):** An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming product list of evidential breath testing device".

**Medical Review Officer (MRO):** A licensed physician, in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, responsible for receiving laboratory results generated by an Employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that has seventy-two (72) hours to request a test of the split specimen.

**Refusal to Submit:** When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate breath testing; the failure to provide adequate urine for controlled substance testing, except for "shy bladder syndrome" as defined by the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, the refusal to take a required test, the failure to make oneself available while on duty to a test as required by this policy.

**Safety Related:** Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

**Safety Sensitive Function:** Any function that affects the safety of employees and the safe operation of East Hampton Police Department motor vehicles including but not limited to the following:

- Any time that an East Hampton Police Department employee is on duty.

**Screening Test:**

- In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.
- In alcohol testing, an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system.
- In controlled substance testing it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Supervisor:** All employees assigned to a position having day-to-day responsibility for supervising subordinates.

**Shy Bladder Syndrome:** When an individual is unable to produce a urine specimen or provides a specimen that is less than 45 ML.

**Drug Free Workplace Dissemination**

- A. The Town will provide a general one-time notice to all East Hampton Police Department employees notifying them that this policy applies to all uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town and that the Town prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its’ property, or while its employees are at work; that it is against Town policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either East Hampton Police Department employees or applicants for Department positions, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All East Hampton Police Department employees who are covered by this policy will attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and



alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this policy.

- C. A notice of drug testing will be included with all job vacancy announcements for all bargaining unit and the Police Chief. A notice of the Town's drug testing policy will also be posted in appropriate and conspicuous locations at the Police station as well with the Director of Human Resources.

## **PROHIBITED CONDUCT ON DUTY PROGRESSIVE ACTION FOR VIOLATIONS**

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .04 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than .04 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive an East Hampton Police Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
  - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
  - b. Assistance in completing the required documentation for chain of custody.
  - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .04 or greater.

## **EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES**

All uniformed, permanent or probationary employees, including the Chief employed in the East Hampton Police Department will be subject to this Drug and Alcohol-Free Workplace Policy.

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

## **TESTING**

### **1) Pre-employment Testing:**

Prior to employment with the East Hampton Police Department, an applicant for all bargaining unit and the Police Chief position, shall undergo testing for alcohol and controlled substances, as part of their pre-employment medical examination. As part of the application for the East Hampton Police Department, the Town of East Hampton shall notify all applicants of this policy. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis for discontinuing an applicant in the selection process.

### **2) Reasonable Suspicion Testing:**

- A. When “reasonable suspicion” is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. “Reasonable suspicion” of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under “reasonable suspicion” shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion are one (1) or more of the following:
  - 1 Direct observation of controlled substance and/or alcohol use;
  - 2 The employee’s body shows evidence of controlled substance use (e.g., track marks);
  - 3 The employee is found to be in possession of a controlled substance or alcohol while on duty;
  - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
  - 5 An unusual or suspicious pattern of sick leave usage;
  - 6 Information which is provided by a reliable and credible source;
  - 7 The presence of symptoms of controlled substance or alcohol use (e.g., odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.

8 The occurrence of repeated, multiple on-the-job accidents or injuries.

- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
- E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Police Chief. The Police Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
- F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

### **3) Post Motor Vehicle Accident Testing:**

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident at the Police station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the Police station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

In the event that an employee is tested, and his/her shift is not over, the employee is expected to return to duty after the test is administered, unless excused, in writing, for the remainder of such shift by the attending physician. Nothing in this section shall require the delay of necessary medical attention following an accident.

### **4) Return to Duty Testing:**

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo

a return to duty alcohol test with a result indicating a blood alcohol level of less than .04. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

- B.** Before an employee who has violated this policy concerning illegal drugs returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty illegal drug test with a result indicating a verified negative result for illegal drugs. The bargaining unit employee shall be paid at his/her applicable compensation rate from the time the employee leaves for the drug test until the test is administered.

## **5) Random Drug Testing**

Random drug and alcohol testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

## **PROGRESSIVE ACTION FOR VIOLATIONS**

In the event that an employee tests positive for the use of illegal drugs, the following will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6)

times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee alcohol test contains a blood alcohol level of .08 or greater, the following will apply:

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a

medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee is randomly tested during the twenty-four (24) month period set forth above, such random test shall count as a test under the tests the employee is subject to upon reinstatement to employment.

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee’s personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

## **VOLUNTARY DISCLOSURES**

The Town of East Hampton believes that successful rehabilitation depends on an employee’s willingness to rehabilitate and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or

alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

An employee who voluntarily discloses his/her drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including follow up testing.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor or EAP consultant selected and paid for through the employee's health insurance carrier. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program.

“Voluntary disclosure and/or voluntary discloses” for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) a rehabilitation program in accordance with the “progressive action for violations” section set forth above; (2) disciplinary action; (3) an internal investigation; (4) the employee was involved in an accident; (5) Prior to the employee being ordered for drug and/or alcohol test; or (6) Prior to the employee becoming aware of an impending test.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

The EAP is available to all Town employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Town at no charge. Any required treatment that is not covered by the Town's EAP program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

## **ALCOHOL & DRUG TESTING PROCEDURES**

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .04 the test will be considered negative. If the test shows an alcohol concentration of .04 or

greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also, the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.
- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:



- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

10) The Town shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the positive levels for the five classes of drugs listed below.

<b>DRUGS</b>	<b>INITIAL TEST LEVELS (NG/ML)</b>	<b>CONFIRMATION TEST LEVELS (NG/ML)</b>
<b>Marijuana</b>	<b>50</b>	<b>15</b>
<b>Cocaine</b>	<b>300</b>	<b>150</b>
<b>Opiates</b>	<b>300</b>	
<b>Phencyclidine (PCP)</b>	<b>25</b>	<b>25</b>
<b>Amphetamines</b>	<b>1000</b>	<b>500</b>
<b>Methamphetamine</b>		<b>500</b>

#### **COMPENSATION OF EMPLOYEE**

All off-duty bargaining unit employees shall be paid his/her applicable straight time hourly rate of pay for reasonable and necessary travel time from the time the employee leaves his/her home for the drug test until he/she returns to his/her home from the drug test for all follow-up drug and/or alcohol testing conducted under the “progressive actions for violations” section of this Policy, except that no employee shall be paid for testing conducted during the employee’s rehabilitation program, as set forth in the “progressive action for violations” section.

#### **RIGHT OF UNION PARTICIPATION**

At any time, the Union, upon request will have the right to inspect any aspect of this drug and alcohol testing policy with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

#### **CHANGES IN TESTING PROCEDURES**

In the event that either the Town of East Hampton or the Union wishes to change any part of the testing procedure or test administrator, both parties will discuss whether to amend this policy to include such changes. In the event the parties are unable to resolve the issue of the proposed changes, such proposals are subject to arbitration under the provisions of the Collective Bargaining Agreement.

## **OTHER**

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the East Hampton Police Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no discipline shall be levied against the employee.

In the case involving the Police Chief, the Town Manager will be notified, and the reasonable suspicion portion of this policy will be followed.

## **INDEMNIFICATION OF UNION**

In the event that the Union is named as a party defendant by an employee governed by this policy in a suit involving the application of the East Hampton Police Department Drug Free Workplace Policy, the Town agrees to provide legal counsel to the Union. The legal counsel selected by the Town must be agreed to by the Union.

## **CONFIDENTIALITY**

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Town will be required to keep the results confidential, and it shall not be released to the public, unless ordered by the courts.

## **CONTACT PERSON**

Any questions concerning this policy shall be directed to the Human Resource Coordinator.

## **CONFLICT**

This policy is not intended to eliminate any rights or protections an employee has under either state or federal law. Unless abridged by the policy and in the event this policy omits any aspect of the testing procedure, the testing procedure shall follow the DOT drug testing.

## **DURATION**

~~The Town and Union agree that this Drug and Alcohol Free Workplace Policy shall be an Addendum to the collective bargaining agreement between the parties dated July 1, 2020 through June 30, 2023. Accordingly, it shall remain in full force and effect until a successor agreement is reached. The parties further agree that this Drug and Alcohol Free Workplace Policy may be reopened prior to such date: (1) by mutual written agreement of the parties; (2) if changes in applicable state or federal law require changes to it; or (3) if changes to DOT and/or NHTSA drug policy impact the provisions for testing set forth herein.~~

## Appendix D

The Town will provide the following insurance coverage for health, dental, vision and prescription drugs for all eligible full-time-employees and their eligible dependents:

- a. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.
- b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
- c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- d. The carrier network for the plan will be the carrier selected by the State.
- e. Premium share contributions shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.
- f. If the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.
- g. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

AGREEMENT

BETWEEN

THE TOWN OF EAST HAMPTON

AND

EAST HAMPTON POLICE UNION, LOCAL #2407,  
COUNCIL 4, AFSCME, AFL-CIO

JULY 1, 2023 – JUNE 30, 2026

## TABLE OF CONTENTS

		<u>PAGE(S)</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	UNION DUES	1-2
ARTICLE III	UNION REPRESENTATION	3-4
ARTICLE IV	MANAGEMENT RIGHTS	4
ARTICLE V	RULES AND REGULATIONS	4
ARTICLE VI	NO STRIKE/LOCKOUT	5
ARTICLE VII	COPIES OF CONTRACT	5
ARTICLE VIII	STABILITY OF AGREEMENT	5
ARTICLE IX	HOURS OF WORK	5-7
ARTICLE X	COMPENSATION AND BENEFITS	7-12
ARTICLE XI	OVERTIME	12-16
ARTICLE XII	HOLIDAYS	16-18
ARTICLE XIII	VACATIONS	18-19
ARTICLE XIV	SICK LEAVE	19-21
ARTICLE XV	FUNERAL LEAVE	21-22
ARTICLE XVI	COURT DUTY	22
ARTICLE XVII	EDUCATION INCENTIVE	22-23
ARTICLE XVIII	UNIFORMS AND EQUIPMENT	23-24
ARTICLE XIX	INSURANCE	24-26
ARTICLE XX	WORKERS' COMPENSATION	26
ARTICLE XXI	RETIREMENT	26
ARTICLE XXII	SENIORITY	27-28
ARTICLE XXIII	TRAINING	28-29
ARTICLE XXIV	GENERAL PROVISIONS	29-31
ARTICLE XXV	DISCIPLINARY ACTION	32
ARTICLE XXVI	GRIEVANCE PROCEDURE	33-34
ARTICLE XXVII	DETECTIVE POSITION	34-36
ARTICLE XXVIII	DURATION	36
	SIGNATURES	36-37
APPENDIX A	WAGE SCHEDULE AND LONGEVITY	38-40
APPENDIX B	PENSION	41-43
APPENDIX C	DRUG AND ALCOHOL-FREE DRUG TESTING POLICY	44-56
APPENDIX D	HEALTH INSURANCE	57

**ARTICLE I**  
**RECOGNITION AND UNIT DESCRIPTION**

**Section 1 - Definition of Bargaining Unit**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees of the Unit. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership in the Union.

**Section 2 - Composition of Bargaining Unit**

The bargaining unit for the purposes of this Agreement shall be full-time police officers and detectives of the Town, below the rank of Lieutenant, excluding civilian employees, and the Chief of Police.

**Section 3 - New and/or Changed Classifications**

If new classifications are established by the Town and added to the bargaining unit or if the duties of existing classifications are substantially changed, a proposed wage scale shall be assigned thereto, and the Town shall forward the new or changed class and proposed wage scale to the Union for review. The contract will then be opened for the sole purpose of negotiating a wage for the class, only if requested by the Union.

**ARTICLE II**  
**UNION DUES**

**Section 1**

Each employee will be offered an opportunity to join the Union. Each employee who elects to join the Union shall sign and deliver to the Union treasurer an authorization for the payroll deduction of membership dues. Such authorization shall be delivered to the Town and shall continue in effect until revoked by the employee by written notice to the Union and the Union has notified the Town by written notice that the employee no longer wants to be a member of the Union.

**Section 2 - Dues Deduction**

The Town agrees to deduct from the pay of all employees covered herein, who authorize such deductions from their wages, such dues and initiation fees as may be fixed by the Union and allowed by state and federal law.

The Town will remit to the Union amounts collected once each month, together with a list of employees from whose wages these sums have been deducted. The Union agrees that it will save the Town harmless from any claims for damages by reason of carrying out the provisions of

this Agreement concerning the assignment of wages for such dues and initiation fees, as hereinbefore mentioned.

### **Section 3 - Anti-Discrimination**

**Discrimination** There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any activity permissible under the Law and this Agreement. Each employee has and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union; such rights shall include the right to participation in the management of the Union, acting for the Union as an officer or representative and presenting their views to the public, to officials of the Town or Department, to the Town meeting or members of the media or state legislature. The State Board of Labor Relations shall have exclusive jurisdiction over alleged violations of this provision.

### **Section 4 - Work Rules**

**Maintenance of Benefits** All conditions or provisions beneficial to employees now in effect which are not specifically provided for in this Agreement shall remain in effect for the duration of this Agreement, unless negotiated otherwise by the parties upon request.

### **Section 5 - Shop Stewards**

To provide employees with reasonable access to Union representation, the Union may appoint certain employees to serve in the capacity of Steward. Said steward may receive, investigate, and process complaints or grievances of employees. When the nature of the grievance requires immediate action stewards may be permitted to leave their regular work area upon request to their supervisor. Such requests shall not be unreasonably denied.

### **Section 6 - Bulletin Boards**

The Employer agrees that the Union shall have adequate space made available in a conspicuous location in the Police Headquarters building for the purpose of posting notices and information to members of the Union. The bulletin board shall be provided by the Union and at all times shall remain the property of the Union.

### **Section 7 - Office Space**

The Employer agrees to allow the Union to use, from time to time, a suitable location at the Police Station in order to handle employee grievances and complaints. The Employer also agrees to allow the Union to use the police facility as a mailing address, and to use the police facility as the seat of the Union for conducting business.



**ARTICLE III**  
**UNION AND REPRESENTATION**

**Section 1 - Recognition of Officers**

The Town agrees to recognize the duly elected officers and representatives of the Union.

**Section 2 - Union Leave**

Members of the Union selected to serve as authorized representatives of the Union shall be certified in writing to the Town. The Town shall not recognize anyone other than those listed on the certified list when transacting official business with the Union. The Union shall be responsible for providing the Town with any changes to the list.

Each representative will be expected to perform his duties on his own time during shifts the representative is not scheduled to work. However, it is recognized that from time to time it will be necessary for Union activities to be carried out during scheduled shifts the representative is scheduled to work, for example, investigation and processing of complaints, disputes, and grievances, and attendance at executive board and general meetings.

For such Union activities, an aggregate of forty-eight (48) hours per contract year may be used by authorized representatives of the Union during scheduled work time (Monday through Friday) to fulfill the necessary duties. Accordingly, if a duty requires two (2) hours, the representative will be released to perform the duties for two (2) hours and then return to his/her assignment.

It is further recognized that there are reasonable limited deviations from this provision such as posting of Union notices that require a minimal period of time to engage in.

Where such activities are necessary or reasonable to be performed during a shift the representative is scheduled to work (as determined by mutual agreement between the Town and the Union), the activities may be done without loss of pay to the representative involved. All Union activity will be reported on the appropriate time reporting form.

**Section 3**

The Police Chief and officials or representatives of the Union are encouraged to meet at any time to informally discuss matters of concern and/or interest to either party.

**Section 4 - Access to Employer Information**

The Employer and the Union shall make available to each other upon reasonable request any information, statistics, and records, in their possession relevant to negotiations or necessary for proper enforcement of the terms of this Agreement, exempting information that is privileged, confidential or not lawfully available under the Freedom of Information Act. Each side agrees that it will furnish sufficient information as to the relevancy of their request. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the

Department's General Orders, Special Orders, Memorandums, or the Employer's Personnel Rules.

**Section 5 - Personnel Orders**

The Employer will provide the Union with copies of all personnel orders as soon as the orders are issued. As used in this section, "personnel orders" will be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary action, transfer notices, promotion notices and termination notices.

**Section 6 - Negotiating Team**

Up to two (2) members of the Union negotiating committee shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purposes of negotiating the terms of a contract when such meetings take place at a time during which such members are scheduled to be on duty. No overtime pay shall be considered or granted for such purpose.

**ARTICLE IV  
MANAGEMENT RIGHTS**

**Section 1 - General**

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

**ARTICLE V  
RULES AND REGULATIONS**

**Section 1 - Town Provides**

The Town agrees to provide the Union and all members of the bargaining unit up-to-date copies of all Department rules and regulations upon request. Future changes or amendments which are mandatory subjects of collective bargaining shall be negotiated with the Union before becoming effective.

**ARTICLE VI**  
**NO STRIKE/LOCKOUT**

**Section 1 - General**

The Union and the employees expressly agree that during the term of this Agreement, there will be no strikes, slowdowns, picketing, work stoppages, mass absenteeism or similar forms of interference with the operation of the Department. The Town agrees there shall be no lockout of any employees covered under this Agreement for the duration of this contract.

**ARTICLE VIII**  
**COPIES OF CONTRACT**

**Section 1 - General**

The Town shall give all members of the bargaining unit a copy of this Agreement.

**ARTICLE VIII**  
**STABILITY OF AGREEMENT**

**Section 1 - General**

No amendment, alteration or variation of the terms of this Agreement shall bind the parties hereto, unless made and agreed to in writing by both parties.

**Section 2 - Savings Clause**

If any Article or Section of this Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of the Agreement.

**ARTICLE IX**  
**HOURS OF WORK**

**Section 1 - a. 4-2 Schedule**

The normal workweek for all full-time regular officers shall consist of four (4) working days of eight and one-half (8½) hours per day, with two (2) consecutive days off. The work schedule shall be posted at least fifteen (15) days in advance and consist of a one (1) month schedule. The foregoing shall not be construed as a guarantee of a forty (40) hour workweek.

**Section 2 - Pay Period**

The pay period shall be from Sunday through Saturday.

### **Section 3 - Special Positions**

The normal workweek for newly hired officers not yet certified by the Municipal Police Training Council shall be Monday through Friday and shall consist of five (5) working days, forty (40) hours per week with two (2) consecutive days off until such time as they enter the field training officer phase of the program. Upon entering the field training officer phase of the program, new employees shall work a 4-2 schedule and an eight and one-half (8½) hour work shift.

### **Section 4 - Forty Hour Pay Week**

All officers on a 4-2 schedule shall be required to work an eight and one-half (8½) hour work shift. Officers will be paid for forty (40) hours each week.

### **Section 5 - Minimum Staffing**

The Town agrees to maintain a minimum complement of: (a) three (3) Sergeants; and (b) twelve (12) patrol officers for the duration of this Agreement. The Town will attempt to fill all vacancies within six (6) months of the opening. The Town agrees that the minimum staffing requirement of two (2) certified officers for each shift shall be followed.

### **Section 6 - Bid Shift**

- A. The employees shall bid their shifts among the established shifts every six (6) months in accordance with seniority. Patrol officers shall bid patrol officer slots and Sergeants shall bid Sergeant slots.
- B. The sign-up list will be posted one (1) month prior to the effective date, if possible, for sign up. There shall be fifteen (15) days allowed for sign-up. Officers will sign-up by indicating their first, second and their choice of two (2) shifts. Officers shall work the shifts in one (1) month increments.
- C. Once the fifteen (15) days of the sign-up period expire, should there be any officer(s) who have not signed up for a shift, the Chief or his designee may assign the empty slots.
- D. The Chief or his designee shall determine the number of positions available for each shift and will always have at least two (2) officers scheduled for work at the same time.
- E. Once the scheduled has been bid upon and posted the Chief cannot make changes to the schedule except by mutual agreement between the Town and the Union. In accommodating a bid schedule change, the Town will not pay overtime unless the employee works in excess of forty-three (43) hours in a single pay period.
- F. One (1) officer may be substituted for another provided the following is adhered to:
  - 1. The request is submitted, in writing, to the Chief or his designee at least eight (8) hours prior to the proposed substitution.

2. Substitutions shall not impose additional costs to the Town.
3. The substitution is approved by the Chief or his designee, which shall not be unreasonably withheld.
4. Substitutions may be made for an entire month or any part thereof.
5. Sergeants may substitute with patrolmen only with the approval of the Chief.

### **Section 7 - Time between Shifts**

There shall be a minimum of fifteen and one-half (15½) hours between shifts.

## **ARTICLE X** **COMPENSATION AND BENEFITS**

### **Section 1 - Salaries**

Wage rates effective July 1, 2023 are set forth in Appendix A attached hereto and made a part hereof. The salary schedules and longevity pay schedule in Appendix A shall be in effect for the duration of this Agreement with wage rates adjusted on the dates specified.

### **Section 2 - Probation**

The normal probationary period for all new employees shall be from date of hire until twelve (12) months from the date of graduation from the P.O.S.T. Academy. If the new employee is a certified officer and does not need to attend the P.O.S.T. Academy, the probationary period shall be twelve (12) months from the date of commencement of employment at the department. The employee shall be notified in writing of any change from this probationary status. At the completion of the normal probationary period, the employee shall advance to regular status subject to the Department's rules regarding probation. The Chief may, at his discretion, extend the probationary period for an additional six (6) months. Upon completing all probationary periods, a new employee shall be placed, at the chief's discretion, up to that step which reflects his or her years of service as a certified police officer. It is understood that an employee on probation has no access to the grievance procedure for claims under Article XXV (Disciplinary Action).

### **Section 3 - Training**

Any employee who is required to attend in-service training or schooling in excess of his regularly scheduled workday or workweek shall be paid for all hours while attending said class at his regular hourly rate unless the employee is scheduled to work his/her regular shift on the day of training or schooling. Under such circumstances, the employee is eligible for time and one-half (1½) of the applicable rate in accordance with Article XII, Section 2 for attendance at training or schooling.

#### **Section 4 - Promotion Probation**

When an employee is promoted to a higher rank within the bargaining unit, there shall be a probationary period of six (6) months at the new rank. The Chief of Police may extend the probationary period but, in no event will the total probationary period be longer than twelve (12) months. If, during the probationary period, the Chief determines that the employee is not performing satisfactorily, he shall inform the employee in writing that he is to be returned to the employee's former rank. If an employee is promoted to a grade that pays less, he will continue to receive his previous higher pay.

#### **Section 5 - Working Out of Class**

Whenever a patrolman is required to perform the duties of a Sergeant, the patrolman shall be compensated at the Sergeant's starting salary.

#### **Section 6 – Field Training Officer**

Whenever an officer is assigned to act as a Field Training Officer, he shall receive a stipend of two hundred fifty dollars (\$250.00) per trainee for such assignment, provided the assignment is for a minimum of ten (10) days per trainee.

#### **Section 7 – Canine Handler**

- A. The Chief may, at his or her discretion, create a canine handler position. Such position shall be filled by a bargaining unit member.

The position shall remain in effect until the canine utilized by the Town ends its tour of duty with the Town through retirement, death, permanent disability, loss of certification or is deemed unfit for duty by the Chief of Police, the Connecticut State Police Canine Training Unit or by a certified veterinarian.

Additionally, the position may be discontinued by the Town at its' discretion. In the event the Town discontinues the position, absent exigency, the Union and impacted officer will be provided with a minimum of thirty (30) calendar days' written notice. If the position is discontinued by the Town, the officer will return to his/her former position.

The following terms and conditions shall apply specifically to the canine handler position:

- B. Appointment to the canine handler position shall be in accordance with the following:
- Only officers below the rank of Sergeant shall be eligible for the position, provided, however, in the event that the officer actively filling the position is promoted to the position of Sergeant, he/she may continue to serve as the canine handler, upon approval of the Chief of Police.

- Officers applying for the position of canine handler must have completed a minimum of three (3) years as a Patrol officer for the Town by the first day of the canine academy.
- The position and test announcements will be made thirty (30) calendar days prior to the first step of the selection/testing process.
- Officers interested in the position must submit a written request to the Chief of Police within ten (10) days after the position has been posted.

C. The following criteria shall be utilized by the Town as part of determining the list of eligible candidates from the Officers who have submitted a written request for the position.

Officers who apply for the position may not have:

- exhibited an abuse of sick leave defined as sustained allegation(s) of sick leave abuse; and
- substantiated complaints of the use of excessive force.

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand record keeping;
- exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
- be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
- make a commitment to the program for the service life of the canine; and
- The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or her property with the understanding that removal of the kennel will be at the cost of the canine handler.

Additionally, the applicant's spouse/co-habitants must be willing to accept the canine and the canine officer's commitment to the program. The applicant's spouse/co-habitant should not have any allergies connected to animals.

- D. Officers who meet the criteria set forth in B and C above, shall be eligible to participate in the selection/testing process.

The selection/testing process shall be in accordance with the following:

- The testing process shall be a three (3) prong test comprised of the following:
  - 1<sup>st</sup>: Physical agility (as part of the physical agility portion of the process, the candidate must pass the Copper Fitness Test, or the candidate will be disqualified from the process);
  - 2<sup>nd</sup>: Panel Interview (K9 Instructor or handler, Training Sergeant and community member);
  - 3<sup>rd</sup>: Chief's Interview (the interview may involve a canine breeder home visit).

The agility portion of the testing process shall account for fifty percent (50%) of the candidate's score. The Panel Interview portion of the testing process shall account for thirty percent (30%) of the candidate's score. The Chief's Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

- E. The officer with the highest overall score (with a minimum score of seventy (70) on each prong of the test) shall be selected for the position.

If no officer attains the minimum of score of seventy (70) on each prong of the test (or if no officer applies for and meets the criteria under B and C above), the Town may open the process to non-probationary bargaining unit employees (including sergeants).

- F. The canine handler's compensation shall be in accordance with the following:

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.
- The Town will be responsible for all of the canine's medical care, food and equipment as long as the canine is "in service."
- Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.



- The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

G. Once enrolled in the training program, the canine handler will be exempt from order-in unless he or she volunteers for a private duty assignment on a day off from training.

While enrolled in training the canine handler will follow the schedule of the training academy with respect to shift and day on/off rotation. Once the canine handler has successfully completed the training program, he or she will be exempt from the bidding process and will assume a day/evening shift assignment and will be subject to order-in per this Agreement.

### **Section 8 – Officer in Charge**

On or around September 1<sup>st</sup> on an annual basis, the Union President will advise the Chief of Police of the names of the officers who are willing to act as the Officer in Charge during his/her respective shift.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she no longer desires to act as an Officer in Charge, he/she shall advise the Chief of Police in writing.

During the period between September 1<sup>st</sup> and August 30<sup>th</sup>, if an officer decides that he/she would like to act as an Officer in Charge, it shall be at the Chief of Police's discretion whether to assign such duties to the officer.

Officers shall be paid the Sergeant's starting rate of pay in lieu of the officer's hourly rate of pay for serving as an Officer in Charge only when they meet all of the following criteria:

- a. There is no Sergeant or the Chief working on the shift.

The Chief will be considered to be "working on the shift" when it is during his or her regularly scheduled workday (using the Town Hall hours), he or she is within thirty (30) minutes (by car) from Town and he or she is available by either phone or radio contact;

- b. The officer must be the senior officer on the shift (unless the senior officer declines in accordance with section 1 above; then the Officer in Charge assignment shall be offered to the other officers who have agreed to act as the Officer in Charge who are on duty during the shift in question in descending order of seniority); and
- c. The Officer in Charge must be responsible for the shift and activity on the shift expected of an Officer in Charge (as determined by the Chief).

Such responsibilities shall include:

- Assign patrols, report unscheduled tardiness or absences to the platoon sergeant or Chief;
- Share “shift turnover information”;
- Direct patrol units to the field in prompt fashion;
- Read and Sign book is up to date by shift personnel;
- When warranted, contact a sergeant or Chief, for all major incidents;
- When feasible, evaluate pursuits for termination and terminate pursuits if circumstances dictate said action;
- Confirm that:
  - Shift personnel have all issued equipment (i.e. - side arm/long arm, Taser, ballistic vest, cover and protective gloves);
  - Shift personnel report to work in a professional appearance;
  - Patrol vehicles being used on shift are in good working order and sufficiently fueled;
  - The workload is evenly distributed; and
  - Press releases for significant arrests likely to cause media interest or significant newsworthy incidents are prepared and disseminated.

In the event that two (2) rookies (as defined below) are the only officers scheduled to and work the same shift, the Town will post an overtime opportunity for a Sergeant or senior officer to work as the Officer in Charge for the shift.

Such overtime opportunities shall be offered by rotation of the senior officers.

For purposes of the language set forth herein, a “rookie” shall be defined as an officer with less than three (3) years of experience with any law enforcement agency in the capacity of an officer.

If the officer has less than three (3) years of law enforcement experience with the Town but has three (3) or more years of total law enforcement experience in the capacity of an officer, it will be at the Chief’s discretion to grant that person Officer-in-Charge status.

If neither a sergeant nor an Officer in Charge is scheduled during a shift and the Chief of Police deems it necessary, the Chief of Police may order-in an eligible officer in accordance with existing order-in procedures to act as the Officer in Charge for the shift.

## **ARTICLE XI** **OVERTIME**

### **Section 1 - Authorization**

All overtime and outside work must be approved by the Chief of Police or his designee.

## **Section 2 - Rate of Pay**

Time and one-half (1½) of the applicable hourly rate shall be paid for all work done in excess of the employee's regularly scheduled work hours in any one day, or for all hours worked on an employee's day off, except as set forth under Article X, Section 3 (Training) (however, there is an exception under Article X, Section 3 when time and one-half (1½) is applicable) and Article XXIII, Section 5 (staff meetings).

## **Section 3 - Schedule Change Prohibition**

Employees hereunder shall not be required to suspend work in the regular hours to absorb overtime, nor shall schedules be changed for the purposes of avoiding the payment of overtime.

## **Section 4 - Call Back/Call-In**

Overtime rates shall be paid for not less than four (4) hours to any employee called back to work for any duty not continuous with his regular workday. Recall occurs when an employee has left his work on his regular work shift or tour of duty or is an employee who is recalled on a scheduled day off. An employee called back to work, which entitles the employee to receive four (4) hours of minimum pay, may be required to work four (4) hours. Call-in occurs when an employee is called to work prior to and continuous with his regularly scheduled shift. He shall be paid for the time worked at the appropriate overtime rate. Holdovers shall be paid for the time so worked at the appropriate overtime rate.

## **Section 5 - Notifications**

Scheduled overtime shall be posted for all employees in the bargaining unit on a fair and equal basis. Employees shall have the option of declining voluntary overtime, except in case of emergency.

## **Section 6 – Order-Ins**

Except as set forth below regarding an emergency that is deemed by the Chief of Police to be a public safety issue that requires immediate attention, in cases of all other emergencies, as defined under 1-8 herein, the vacancy will be filled according to the overtime list; the employee with the least amount of overtime hours currently working will fill the first half of the vacancy and the employee with the least amount of overtime hours that will be working the next shift will come in early to fill the second half of the vacancy. In the event the employee cannot be contacted, the next employee on the list (hour wise) will be called to fill the vacancy until the vacancy is filled. The term "emergency" for purposes of Article XI, Section 6 shall normally be defined as: (1) acts of God; (2) an accident requiring reconstruction or substantial investigative effort; (3) a state of emergency declared by the Town Manager, state or federal government; (4) a felony necessitating additional officers; (5) a kidnapping or missing, endangered person search; (6) where legitimate public safety is at risk (provided the "public safety" definition shall not be used by the Town in a manner where a reasonable person would not agree that public safety is at risk); (7) to maintain minimum staffing; or (8) in response to a Blue Plan Activation. When

the Chief of Police deems the emergency to be a life-or-death situation that requires immediate attention, the Chief of Police or his or her designee will determine the officer(s) to be ordered-in and the number of officers necessary for the order-in. Consequently, the language under 1-8 above shall not apply to these situations.

### **Section 7 - Overtime System**

1. There shall be kept a list of total accumulated overtime hours. Any overtime job that becomes available will be posted as soon as the job is received. Officers may sign up for the jobs as they become available, and there shall be no reserving of any job. The officer having the lowest amount of total accumulated overtime hours may claim the job. The overtime list shall be updated at the end of each week.
2. If a job is already signed for by an officer having a higher amount of accumulated hours, then the officers having fewer hours will have the privilege to replace the higher officer. This shall be known as bumping.
3. No officer may bump another within twelve (12) hours of the start of any job. If an officer does bump another it is the responsibility of the bumper to notify the bumpee in a timely manner. Accepted practices are, but not limited to: personal contact, telephone, answering machines, and notes left where they will be reasonably found. If the bumper does not properly notify the bumpee then the original officer will still be considered to have the job. Should an officer refuse a job during a call-out that officer may not later bump an officer that accepted the job.
4. In the event that a job is posted with less than twenty-four (24) hours before its start, a call-out will be conducted to allow all officers a chance at the job. Call-out will be conducted by the Chief's designee receiving notice of the job. Call-out will start with the officer having the lowest amount of accumulated hours and progress upwards. If two officers have the same amount of hours the senior officer will be considered as having the least hours.
5. Callouts will be conducted by telephone (via a text message or a telephone call), personal contact or by Department radio. The call-out results will be posted on the overtime list. A no contact will be posted as a "N.C." (No Contact). If an officer is not available to work due to being sick, on vacation, etc. a "N.A." (Not Available) will be entered.

If an officer has signed up for voluntary private duty overtime within the Town that overlaps shift overtime being called out, the officer will be considered N.A. for that call out. Consequently, the officer will be ineligible to be ordered in regardless of his/her hours on the overtime list.

In the event that no other officer is able to be ordered in, said officer may be pulled from the private duty overtime in order to be ordered in.

An officer may refuse a call-out, however, he will not be credited with any hours for the refused call-out. When a call-out is made and a properly working answering machine responds (or the call goes to voice mail on the officer's cell phone), a message shall be left on the machine, if possible, listing the day and time of the call and that an overtime assignment is available. An officer's failure to respond to the message and take the overtime assignment prior to the next call being made shall constitute a "no contact." No call-out will be conducted within thirty (30) minutes of the start of any shift, unless in an emergency.

6. If an officer accepts/signs for a job and for any reason cancels within twenty-four (24) hours, the cancelling officer shall be charged with the amount of hours the job was for and a call-out will be conducted. This subsection shall not apply to duty related responsibilities, i.e., court subpoenas, etc., which shall be priority.
7. In the event that a new officer is eligible for overtime, or an officer on temporary duty or leave for at least three (3) months returns to normal duty then these officers will be entered onto the overtime list by crediting them the average number of hours of the bottom four (4) officers. The bottom four (4) officers shall be defined as the four (4) officers who are currently available to work overtime on the call out list excluding the officer who is being averaged back onto the list.

### **Section 8 – Overtime Compensatory Time**

Payment for overtime hours shall be by either pay or overtime compensatory time at the employee's option, which shall be exercised at the time earned. Overtime compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked, with a maximum of eighty (80) hours allowed to be accumulated at any one time.

Employees requesting the use of overtime compensatory time in an eight and one-half (8½) hour increment must submit the request in writing at least twenty-four (24) hours prior to the requested day off. The taking of overtime compensatory time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours. Additionally, the use of any overtime compensatory time shall not be granted if it creates an overtime situation. Employees may cash in any amount of earned overtime compensatory time upon written request. Payment will be made in the next regular pay period at a straight time rate of pay.

### **Section 9 - Special Services/Private Duty**

The rate of pay for any special service/private duty job shall be time and one-half (1½) of the employee's regular rate, with the exception of jobs falling on weekends and holidays for which double time shall be paid.

Jobs shall be charged in 4.0 increments.

In the event a job is cancelled with less than two (2) hours notification to the Department by the contractor, the officer scheduled for such job shall receive a minimum of four (4) hours pay at the proscribed rate for the job.

**Section 10 - Meal Allowance**

During emergency situations, or when an officer is ordered to work two (2) continuous shifts back-to-back, the officer shall be paid for meals while on overtime work, furnishing receipts, not more than the following:

Breakfast	\$4.50
Lunch	\$5.00
Supper	\$7.00

In order to qualify for a paid meal period, an employee must be on overtime duty as outlined above.

**Section 11 – Mutual Aid Overtime System**

Private duty and patrol shift in East Hampton shall take precedence over any private duty job in a surrounding town.

No bargaining unit member shall be permitted to work a private duty job in a surrounding town if there is an open patrol shift or private duty job available and unfilled in the Town of East Hampton.

When a private duty job is available in a surrounding town and the conditions above have been met, it shall be first offered to a bargaining unit member on the overtime list for whom the shift would occur on his/her regularly scheduled day off.

**ARTICLE XII**  
**HOLIDAYS**

**Section 1 - Holidays**

The following days shall be considered holidays:

- |   |   |
|---|---|
| New Year’s Day (January 1 <sup>st</sup> ) | Independence Day (July 4 <sup>th</sup> )        |
| Martin Luther King Day                    | Labor Day (1 <sup>st</sup> Monday in September) |
| President’s Day                           | Columbus Day                                    |
| Good Friday (Friday before Easter)        | Veteran’s Day                                   |
| Easter Sunday                             | Thanksgiving Day                                |
| Memorial Day                              | Christmas Day                                   |

## **Section 2 - Holiday Work Rate**

All holidays shall be credited on the observed day. Any employee working on a holiday shall receive the rate of time and one-half (1½) for the hours worked and shall, in addition, receive either eight and one-half (8½) straight time pay based on his/her hourly rate or an additional holiday credited at the employee's option as holiday compensatory time. In addition, members of the bargaining unit will receive double time for any overtime worked on the following four (4) holidays:

1. Christmas Day;
2. Thanksgiving Day;
3. Independence Day (4<sup>th</sup> of July); and
4. Easter Sunday

## **Section 3 - Unanticipated Holidays and Town Hall Closure**

In addition to the language set forth below, when any time off with pay may be allowed other East Hampton municipal employees as the result of an unanticipated holiday or day of mourning, the employees shall either be given extra time off or shall receive additional pay in lieu of such time off, at the employee's option.

In the event that Town Hall is closed due to inclement weather, road closures or power outages, and the Town authorizes time off with pay for all other Town employees, officers scheduled to work on such days (the twenty-four (24) hour calendar day that encompasses the closure) shall receive eight and one-half (8½) hours of "weather related leave time" (credited at straight time) to be used by June 30<sup>th</sup> of such contract year.

If the officer is unable to use the eight and one-half (8½) hours of weather-related leave time by the June 30<sup>th</sup> date, he will receive eight and one-half (8½) hours of straight time pay.

Employees requesting use of weather-related leave time must make such request in writing at least twenty-four (24) hours prior to the requested day off. Weather related leave time shall not be granted if it creates an overtime situation. The taking of weather-related leave time in less than eight and one-half (8½) hour increments shall not be allowed if it violates the minimum staffing during the mandated staffing hours.

## **Section 4 - Holiday Day Off Work Rate**

When any of the aforementioned holidays fall on an employee's scheduled day off or during his vacation, the employee shall receive, in addition to his regular compensation, an additional eight and one-half (8½) hours straight pay based on his hourly rate.

## **Section 5 - Holiday Compensatory Time**

Notwithstanding any provision of this agreement or practice to the contrary, in the event a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at

the time earned in accordance with Article XII, Section 2, a member of the bargaining unit may accumulate a maximum of eighty hours (80) hours of holiday compensatory time.

If a member of the bargaining unit selects holiday compensatory time in lieu of overtime payment at the time earned, such holiday compensatory time may not be paid at a later date as a cash disbursement; rather, holiday compensatory time may only be used as paid time off to be used on a later date.

## **ARTICLE XIII** **VACATIONS**

### **Section 1 - Vacation Schedule**

Upon completion of the enumerated years of service set forth below as of the employee's anniversary date in a bargaining unit position covered by this Agreement, the employee shall be entitled to annual paid vacation as follows:

Less than 1 year of service	0 vacation days
Upon completion of 1 year of service	10 vacation days
Upon completion of 4 years of service	12 vacation days
Upon completion of 6 years of service	15 vacation days
Upon completion of 9 years of service	17 vacation days
Upon completion of 11 years of service	20 vacation days
Upon completion of 15 years of service	25 vacation days

A lateral transfer or a new hire with comparative certification is eligible for five (5) vacation days during his/her first year of service with the Town in a bargaining unit position covered by this Agreement upon being a Post Certified Connecticut Police Officer. If the police officer leaves the Town's employment during his/her first year of service with the Town (regardless of the reason), any paid vacation days taken by the officer will be deducted from his/her last paycheck.

### **Section 2 - Vacation Choice**

Vacation choice shall be made by seniority with each employee entitled to take two (2) weeks during the prime vacation time, June 1<sup>st</sup> through September 15<sup>th</sup>, subject to Section 1.



### **Section 3 - Requests**

All employees must submit requests for vacation time to the Scheduling Officer five (5) days in advance for approval. The Chief may, at its discretion, approve vacation time when said five (5) days advance notice is not given. Vacation time may be taken in no less than one-half (½) day increments at the employee's option.

### **Section 4 - Vacation Pay**

Employee's may cash out up to fifty-five (55) unused vacation days at the time of their retirement.

### **Section 5 - Vacation Sick Leave**

In the event an employee on vacation is hospitalized, said days in the hospital shall be charged to sick leave and not vacation, provided he has accumulated sick time available.

### **Section 6 - Vacation Accumulation**

Employees shall be allowed to accumulate unused vacation leave from year to year to a maximum of thirty (30) days, with all days grandfathered that have been accumulated to the effective date of the new contract.

### **Section 7 - Personal Leave**

Each employee shall be granted four (4) personal leave days per fiscal year which may be used for personal business at the option of the employee. No employee shall accumulate more than four (4) personal leave days in a fiscal year. Notice for a personal day shall be given at least twelve (12) hours in advance to the Chief of Police or his agent; emergency situations will be dealt with on an individual basis. Personal leave days shall not be carried over from year to year and shall have no cash value.

### **Section 8 - Cancellation of Vacation**

In the event an employee requests paid time off (vacation, holiday, personal leave, compensatory time or holidays) not less than five (5) days in advance and permission is granted; the permission shall not be cancelled, except in the event of an emergency.

## **ARTICLE XIV** **SICK LEAVE**

### **Section 1 - Accumulation**

All employees of the bargaining unit shall be entitled to sick leave accumulated at the rate of fifteen (15) days per year prorated for each month of service. Such leave may be accumulated to a maximum of one hundred and eighty (180) days.

Such leave is to be used during illness or non-service-connected injury.

If an employee is out more than three (3) consecutive scheduled workdays, a note from the health care professional (i.e. – MD, PA or Minute Clinic) who treated the employee for the condition that caused the absences stating the reason for the illness and fitness for duty may be required.

In cases of: (1) suspected abuse; or (2) a documented and sustained pattern of absenteeism, the Town may require a note from the health care professional who treated the employee for the condition that caused the absences stating the reason for the illness and fitness for duty as proof of illness for each event.

## **Section 2**

The following shall apply to sick leave redemption:

- A. An employee, upon resignation without prejudice, shall receive on the basis of his base rate of pay, compensation for fifty percent (50%) of his unused, accumulated sick leave, as severance pay, up to ninety (90) days maximum.
- B. An employee who is discharged, or resigns with prejudice, shall receive no compensation for any of his unused, accumulated sick leave.
- C. Upon retirement (normal, early or disability retirement under the terms of the Town pension plan) or death of a regular, full-time employee, eighty percent (80%) of his unused, accrued sick leave shall be remitted on the basis of his current base rate of pay to the employee, or his estate, up to a maximum of ninety (90) days.

## **Section 3**

All employees shall be ineligible for overtime assignment after any shift they are on sick leave for fifteen and one-half (15½) hour period.

## **Section 4 - Use of Sick Leave**

Sick leave credited may be used for time off with pay for bona fide cases of incapacitating sickness or injury for the period of disability resulting from pregnancy or childbirth.

When the serious health condition (as defined by the FMLA) of a member of the employee's immediate family (spouse, child or parent) living in his household required his personal attendance, he may be granted up to maximum of forty (40) hours of his credited sick time to care for such family member, when supported by a doctor's certificate.

**Section 5 - Family and Medical Leave**

The provisions of the Federal Family and Medical Leave Act (FMLA) shall apply to all eligible employees.

**Section 6 - Sick Leave Incentive Day**

After completion of their initial probation period, for each calendar quarter in which an employee does not use any sick time such employee shall be eligible for an additional earned leave day, which shall have the same power and usage as a personal day. This earned leave day must be using during the following calendar quarter.

**ARTICLE XV  
FUNERAL LEAVE**

**Section 1 - Funeral Leave**

Each employee shall be granted leave with pay in the event of a death in his immediately family. Such leave shall not exceed four (4) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased. For purposes of this Agreement, immediate family shall be defined as:

- |        |         |               |
|--------|---------|---------------|
| Spouse | Sister  | Grandparents  |
| Mother | Brother | Mother-in-law |
| Father | Child   | Father-in-law |

**Section 2 - Special Funeral Leave**

Special leave of two (2) days with additional leave of up to one (1) additional day (at the discretion of the Chief) for an aggregate of three (3) days to be used within three (3) months of the date of death for attendance at the funeral and/or services for the deceased shall be granted an employee in the death of:

- Brother-in-law
- Sister-in-law
- Son-in-law
- Daughter-in-law

**Section 3 - Special Funeral Leave (continued)**

Special leave for one (1) day, at the discretion of the Chief, for the purposes of attending the funeral shall be granted an employee in the event of the death of:

- Aunt
- Uncle

**Section 4 – Police Funeral Leave**

In the event that a sworn law enforcement officer, or corrections officer in the State of Connecticut is killed in the line of duty, except as set forth below, those employees requesting a one (1) day leave will be allowed for the purpose of attending the burial ceremony as a representative of the Town. Seniority shall prevail in requests. Employees will be provided Department transportation and will attend said ceremony in full uniform. This section will not cause overtime, or cause staffing levels to go below minimum. This section shall only apply to officers scheduled to work during the actual time of the funeral.

**ARTICLE XVI  
COURT DUTY**

**Section 1 – Court Scheduling**

The Chief of Police will, when possible, try to arrange with the Court that no member of the bargaining unit will be scheduled to appear during vacation leave.

**Section 2 – Rate of Pay**

Employees who may be required to attend Court during their off-duty hours shall receive a minimum of four (4) hours pay at one and one-half (1½) times their hourly rate. Any fee paid the employee by the State, shall be returned to the Town by the employee.

**Section 3 – Jury Duty**

In the event that an employee is duly summoned to any court for the purposes of performing jury duty, he shall receive his regular compensation while attending said jury duty and shall be exempted from his regular shift.

**ARTICLE XVII  
EDUCATION INCENTIVE**

**Section 1**

Effective after the first year of employment on the employee’s anniversary date, eight hundred dollars (\$800.00) shall be added to the employee’s yearly salary thereafter if he has earned a Masters’ Degree. Six hundred fifty dollars (\$650.00) shall be added to the employee’s yearly salary thereafter if he has earned a B.A./B.S. degree. Four hundred fifty dollars (\$450.00) will be added to the employee’s yearly salary thereafter if he has obtained an A.A./A.S. degree, as per the conditions stated above.

**Section 2**

To qualify for the education incentive, the employee must have a degree in police science, police administration or criminal justice or any other law enforcement related degree. Such police

science, police administration, criminal justice or law enforcement degree must be from a college or university accredited by a bona fide, recognized national or regional accrediting agency; provided, however, this provision shall not affect employees hired upon the effective date of the 2007-11 agreement, who have attained their degree or are enrolled in a course of study as described in this section.

### **Section 3**

Any police officer authorized in writing by the Chief of Police and approved by the Town Manager, may enroll in a law enforcement or related course in a police school or college. It shall be the duty of the employee to use all state and federal funds available for tuition, bonds, fees, and equipment in order to eliminate expenditures by the Town for this purpose. If neither state nor federal funds are available, the Town will reimburse the employee in an amount up to, but not to exceed fifty percent (50%) of tuition on a passing grade (C or better).

### **Section 4**

The Town reserves the right to develop a schedule or plan for tuition reimbursements. The Town also reserves the right to limit the number of courses taken in a given semester by such employee to permit budgeting for same.

## **ARTICLE XVII** **UNIFORMS AND EQUIPMENT**

### **Section 1 – Issue and Allowance**

Uniforms and equipment as prescribed in the rules and regulations, as approved by the Chief, will be supplied by the Town to all new full-time police officers. The Town will allocate a maximum of six hundred fifty dollars (\$650.00) annually for the replacement of worn or damaged uniforms or equipment. New hires will be provided with Class A uniforms. Effective July 1, 2024, the allocation shall be a maximum of seven hundred fifty dollars (\$750.00), annually for the replacement of worn or damaged uniforms or equipment.

The Chief, or his designated representative, shall determine when uniforms and equipment will be replaced. Any replacement expenses above the maximum figure allocated will be paid for by the officer.

### **Section 2 – Personal Property**

Authorized personal property required by the Town used in the line of duty will be replaced by the Town on the same basis as Article XVIII, Section 1.

### **Section 3 – Change of Uniforms/Equipment**

Any change of style, type or color of uniform or attire or any change of equipment or accoutrements shall be paid by the Town.

**Section 4 – Cleaning Allowance**

Each employee shall be paid a quarterly cleaning allowance as listed below, payable at the end of each quarter.

\$200.00

**Section 5 – Damaged Equipment/Uniforms**

Notwithstanding Section 1, any uniforms or equipment damaged by carelessness or willful acts of the officer shall be paid for by the officer. Uniforms or equipment damaged or destroyed during the course of duty, through no fault of the officer, shall be replaced by the Town and shall not be charged to the officer’s clothing allowance.

**Section 6 – Eye Wear, Watches and Cellular Phones**

A watch, cellular phone, eyeglasses, sunglasses, or contact lenses damaged or destroyed during the course of duty through no fault of the officer, shall be replaced by reimbursement of actual value up the following maximums when a receipt is submitted (less any payments by Workers’ Compensation):

Watch	\$ 50.00
Eyeglasses	\$350.00
Contact Lenses	\$150.00
Non-Prescription sunglasses	\$ 30.00
Cellular Phone	\$150.00 (effective July 1, 2024 \$250.00)

**Section 7 – Protective Vests**

The Employer shall furnish all employees covered by this Agreement a protective vest normally used for police work, and two vest carriers. The Employer shall also replace those vests at no cost to the employee prior to expiration of the manufacturer’s suggested replacement date.

**ARTICLE XIX**  
**INSURANCE**

**Section 1 – Medical Plan**

The Town shall provide medical benefits, which includes medical, dental, prescription drugs, vision, etc., as set forth in Appendix D, attached hereto, and made a part of hereof to all regular full-time employees and their dependents.

The employees shall pay the following percent of the cost of the premium by automatic payroll deduction:

<u>YEAR</u>	<u>State of Connecticut Partnership Plan 2.0</u>
2023-2024	13.5% (effective upon approval of this Agreement by the Town Council)
2024-2025	14%
2025-2026	14.5%

**Section 2 – Medical (In Lieu of)**

Employees may voluntarily elect, in writing on a form to be provided by the Town, to waive the insurance coverages listed above, and in lieu thereof, shall receive an annual payment in accordance with the following:

**Number of Eligible employees who elect to waive**

	<u>3 or less</u>	<u>4</u>	<u>5 or more</u>
Single Waiver	\$625.00	\$875.00	\$1,125.00
Single Plus One Waiver	\$1,250.00	\$1,500.00	\$1,750.00
Family Waiver (including self)	\$1,875.00	\$2,125.00	\$2,375.00

Payments to those employees shall be made quarterly for the prior quarter.

If a change in the employee’s status prompts the employee to resume Town provided insurance coverage, the prior written waiver may, following written request to the Town, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible. Such coverage shall be subject to any regulations or restrictions, including waiting periods, which may be prescribed by the appropriate insurance carriers.

In order to receive full payment, notice of intent to waive insurance coverage shall be sent to the Town Manager not later than May 1<sup>st</sup>, for a waiver to be effective July 1<sup>st</sup>; otherwise, the payment will be pro-rated based on the date the employee decides to exercise the waiver (insurance waiver payment covers the fiscal year).

Notwithstanding the above, life insurance shall continue to be provided to such employee who chooses to waive medical insurance coverage.

**Section 3 - Change of Carrier**

The Town reserves the right to change insurance providers, administrators and/or carriers (if applicable) cited in Section 1 as long as the benefits are substantially equal to, or better on an overall plan benefit basis than those offered above, with the consent of the Union which consent shall not unreasonably be withheld. Prior to changing providers, administrators and/or carriers,

the Town will provide the Union with sixty (60) calendar days advance written notice of the change and a copy of the plan.

#### **Section 4 – Inoculations and Immunization**

If an employee, while carrying out his duties is exposed to a contagious disease, the Employer agrees to pay the expenses for inoculation and immunization for members of the officer's family and the officer. The Employer further agrees to reimburse any officer covered by one of the Employer's health plans, any co-pay amount required for inoculation/immunization required due to the exposure.

#### **Section 5 – Group Term Life Insurance**

Group term life insurance shall be one times (1x) annual salary rounded to the highest one thousand dollars (\$1,000.00) to a maximum of fifty thousand dollars (\$50,000.00).

### **ARTICLE XX** **WORKERS' COMPENSATION**

#### **Section 1 - Coverage**

Employees covered by this Agreement will come under the terms of the Workers' Compensation Act.

An employee who is out of work due to a workplace injury and the employee is receiving either: (a) weekly temporary total disability benefits ("TT"); or (b) weekly temporary partial disability benefits ("TP") (if the Town does not have work within the employee's light duty restrictions) the employee will receive the difference between his/her regular straight time weekly wages from the Town (based on his/her regular full-time forty (40) hour workweek) and his weekly TT/TP benefits for a period not to exceed an aggregate total of one hundred eighty (180) work days for such injury.

The one hundred eighty (180) workday period set forth above does not recommence if the injured officer returns to work from such injury (either on light duty or regular duty) and is then out of work again for the injury (either once or multiple times); rather, it is for a maximum total of one hundred eighty (180) workdays for the workplace injury.

An employee shall not be required to submit to the Town any specific permanency award received for the injury.

The parties understand and agree that the payment from the Town shall be subject to applicable state and federal taxes.



**ARTICLE XXI**  
**RETIREMENT**

**Section 1 - Town Retirement Plan**

The Town shall provide retirement benefits as set forth in Appendix B attached hereto and made a part of hereof.

**Section 2 - Special Service Plan**

The Town and the Union agree that a five dollar (\$5.00) per hour surcharge will be added to all special duty rates and such five dollars (\$5.00) per hour will be contributed to a 457 Plan for special services for officers who work the specific special duty assignments. Effective July 1, 2024, the surcharge will be six dollars (\$6.00) per hour.

**ARTICLE XXII**  
**SENIORITY**

**Section 1 - Departmental Seniority**

Upon the successful completion of the employee's probationary period, seniority shall date back to the original date of hire as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

**Section 2 - Classification Seniority**

Classification seniority is the period of most recent continuous service within an employee's classification. Employees shall not attain classification seniority until completion of the necessary probation period at which time classification seniority shall date back to date of appointment.

**Section 3 - Ties in Seniority**

Ties in seniority among existing employees shall be broken immediately following the execution of this Agreement. When two (2) or more employees are appointed on the same day in the same classification the order of precedence shall be determined by the order of relative position on the eligibility list from which said employees were appointed.

**Section 4 - Forfeiture of Seniority**

Seniority shall not continue to accumulate while an employee is on leave of absence. If an employee resigns or is discharged for just cause, he shall lose all seniority.

**Section 5 - Seniority Considerations**

Seniority shall prevail with regard to vacation scheduling, posts and jobs, layoff and recall.

## **Section 6 - Special Assignments**

Stakeouts, special criminal investigations and internal investigations or administrative assignments which remain at the discretion of the Chief of Police, or his designee, are not subject to the overtime selection process where such assignments require specialized training.

Assignments under this section that do not require any specialized training or that are not continuations of an officer's assignment outside his/her shift as determined by the Chief (e.g., investigation, stakeout) will be considered regular overtime as appropriate and follow overtime selection procedures. Assignments to cover for officers on sick leave, vacation leave, or personal day leave will follow overtime selection procedures.

## **Section 7 - Probationary Employees**

No employee shall attain seniority rights under this Agreement until he has completed the minimum basic training pursuant to Section 7-294e of the General Statutes of Connecticut and completed the probationary period. During probation neither the Union nor the employee shall have recourse to the grievance and arbitration provision of this Agreement.

## **Section 8 - Recall**

If following a lay-off the employee fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of recall is sent, by certified mail, to his last known address on record with the Department or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth (14<sup>th</sup>) day or the date the position becomes available, which is later, the employee shall lose all seniority rights. Laid-off employees have rights or recall for two (2) years from the effective date of their layoff.

# **ARTICLE XXIII TRAINING**

## **Section 1 - In-Service Training**

The Employer shall make every effort to provide an ongoing program of in-service training for all officers, designed to maintain a high standard of performance and to increase the skills of all officers. Attendance at training sessions may be ordered by the Chief. Decisions by the Chief on employee requests for training should be based on: the effect of the employee's absence, the relationship of the training to the officer's duties, the employee's professional development, and method of financing attendance.

## **Section 2 - Voluntary Training**

Nothing in this Agreement shall prohibit an employee from requesting to attend training on his own time at no expense to the Employer, with the permission of the Chief of Police, which shall not be unreasonably withheld.

### **Section 3 - Training Assignments**

Training seminars/schools which the Department anticipates assigning personnel to shall be posted for one week thus allowing those interested in participating to sign up for the specific seminar/school.

Assignments remain at the discretion of the Chief of Police who shall give due consideration to seniority in the assignment process.

### **Section 4 - Certifications**

The Employer shall ensure that all officers retain their police officer certifications and shall pay any costs associated with the maintaining of this certification.

### **Section 5 - Staff Meetings**

Supervisors attending staff meetings during their off-duty hours shall not be paid according to the overtime provisions of this Agreement but shall receive a minimum of two (2) hours of straight time pay for the meeting. Any time beyond the two (2) hours shall continue to be straight time.

## **ARTICLE XXIV GENERAL PROVISIONS**

### **Section 1 - Use of Private Vehicle**

Employees using their own automobile for official business connected with the East Hampton Police Department will be paid at the per mile rate as set by the IRS when authorized by the Chief. Employees using such vehicle shall furnish proof of liability insurance of the vehicle adequate to meet the requirements established by the Connecticut General Statutes.

### **Section 2 - Leave of Absence**

The Chief, with the approval of the Town Manager, may grant an officer a leave of absence, without pay, for a maximum of sixty (60) days, provided such officer shall not engage in any police or law enforcement type of work during such leave; at the expiration of such leave, he shall be returned to his last previous employment status. Such requests must be submitted in writing to the Chief of Police. Extensions may be granted.

### **Section 3 - Safety Rules and Regulations**

All parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought to the attention of the shift officer or the Chief of Police. The Employer shall not require employees to operate vehicles that violate minimum standards as established by the Department of Motor Vehicles or OSHA. In the event of any dispute as to the safety of a vehicle under this section, an

employee shall initially follow all orders and directives of his superiors as to the use of such vehicle and may thereafter file a grievance for violation of this section.

#### **Section 4 - Prohibited Duties**

Employee shall not be permitted to perform the following duties:

1. Shovel Snow
2. Hand Wash Vehicles

Employees shall clean out, gas up and check oil of vehicles at the end of their shift.

#### **Section 5 - Military Leave**

Every employee covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence during the time of his annual tour of duty as a member of such reserve component. The Town will pay the employee the difference between his military pay and his regular pay. Regular pay shall not include any overtime.

#### **Section 6 - Vehicle Accidents**

In case of an accident involving a driver of a patrol vehicle, the driver shall not be relieved of duty, sent home or any action taken against him in the absence of the Chief, unless the driver is in violation of Department rules and regulations or until a complete investigation has been made by the Chief and he has actually been found at fault.

#### **Section 7 - Residency**

The Town agrees that it shall make no requirement in regard to residency for employees while this Agreement is in effect.

#### **Section 8 - Unsafe Practices**

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work.

#### **Section 9 - Personnel Files**

All employees shall have the right to review their personnel files upon reasonable request to the Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

### **Section 10 - Contents of Personnel Files**

Employees shall receive a copy of all communications that are to be entered into their personnel files and shall be afforded the opportunity to initial such communications prior to entry. Any communication that is in the nature of a complaint, charge or allegation, for which the Department elected to take no official action, shall be removed from the personnel file. Regardless of removal of any communication these materials shall be made available for any court purposes, to any counsel or representative of the Town who needs to look at them for civil rights matters, to any counsel or other appropriate authority upon disclosure requests that must be honored by the Town in other lawsuits, to any proper request under the Freedom of Information Act, and shall be made available pursuant to any other lawful request the Town must honor. The material shall be available to any insurer, or representative thereof, who may need to look at them for insurance purposes.

### **Section 11 - Boat Patrol**

Qualified bargaining Union members shall be given priority in making assignments to the boat detail. If qualified bargaining unit members are not available, seasonal Lake Patrol Constables shall be given the opportunity to fill the assignment. Officers may “bump” a seasonal Lake Patrol Constable with a twelve (12) hour notice.

### **Section 12 - Pay Day**

The Town agrees that the regular payday is on Thursday.

All bargaining unit employees shall be paid by direct deposit. Accordingly, all remuneration owed to employees shall be paid via direct deposit.

Bargaining unit employees shall complete necessary documentation in order for the Town to implement direct deposit.

Direct deposit shall be made by noon on Thursday of the applicable pay period. Any change in this schedule shall only be made upon mutual agreement between the Town and the Union. Paychecks will be issued on a biweekly schedule.

Additionally, all employees shall receive pay stubs, W-2, 1095 and federal and state wage reporting forms and information issued by the Town electronically.

### **Section 13 - Workout Room**

The Town agrees to continue to maintain the current workout room in the police department. All equipment contained in the workout room will be maintained by the Town.

**ARTICLE XXV**  
**DISCIPLINARY ACTION**

**Section 1 - Just Cause**

No officer who has completed his/her probationary period shall be disciplined (verbal warning memorialized in writing, written warning, suspended without pay or discharged) without just cause.

**Section 2 - Disciplinary Hearing**

An employee suspended or removed from duty by the:

- A. Chief or his agent shall be notified in writing no less than forty-eight (48) hours prior to a preliminary hearing regarding the suspension.
- B. At said preliminary hearing, which shall be closed to the public, said employee shall be advised of the reason(s) for the disciplinary action taken or intended disciplinary action to be taken by the Chief or his agent.

**Section 3 - Union Activity**

No permanent officer shall be suspended, discharged or penalized solely because of lawful activity on behalf of, and authorized by, the Union.

**Section 4 - Officer Indemnification**

In the event that an officer is named a defendant in a civil action claiming damages for false arrest, imprisonment, injuries, or death occurring during the performance of his official duties and within the scope of his employment and not resulting from his willful, wanton or unauthorized act, the Town shall provide legal counsel to defend such lawsuit and shall pay any final judgment obtained therein against such officer. The Town shall not pay for any personally retained counsel. Additionally, the Employer shall pay any bonds required to clear an officer's assets.

**Section 5 - Settlement of Suits**

In the event of a settlement of any civil suit involving an officer, the Employer shall provide the officer with a copy of any release obtained.

**ARTICLE XXVI**  
**GRIEVANCE PROCEDURE**

**Section 1 - Purpose**

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

**Section 2 - Definition**

A grievance for the purpose of this procedure shall be considered to be an employee or Union complaint concerned with the specific violation of Department rules and regulations pertaining to mandatory subjects of collective bargaining or the misapplication or misinterpretation of specific terms of the articles and sections of this Agreement.

For purposes of this Article, days shall be defined as working days, excluding Saturdays, Sundays and holidays.

**Section 3 - Procedure**

Any employee may use the grievance procedure up to Step 1 with or without Union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

**Step 1**

Any employee or the Union within fifteen (15) days from the occurrence that is the basis of the grievance or within fifteen (15) days from when the employee or the Union knew or should have known of the occurrence (whichever is sooner) shall reduce the grievance to writing and submit it to the Chief of Police or his designee who shall use his best efforts to settle the dispute. The Chief's or his designee's decision shall be submitted in writing to the employee and the Union within fifteen (15) days of the receipt of the grievance, excluding any days the Chief is on vacation or sick leave.

**Step 2**

If the Union is not satisfied with the decision rendered by the Chief of Police or his designee, the Union may submit the grievance in writing within fifteen (15) days to the Town Manager. Within fifteen (15) days after receiving the grievance, the Town Manager shall render his decision in writing to the Union and the employee.

**Step 3**

If the Union is not satisfied with the decision rendered by the Town Manager and elects further processing, it may within fifteen (15) days after receipt of this reply, proceed to file the grievance with the Connecticut State Board of Mediation and Arbitration. The decision rendered by the

arbitrator or arbitrators shall be final and binding upon the parties and it shall be implemented within fifteen (15) days of receipt of the decision. The decision of the arbitrator or arbitrators, if applicable, shall not alter this Agreement in any manner. Neither party waives its rights to appeal the decision under the Connecticut General Statutes.

#### **Section 4 - Meetings on Grievances**

Nothing in this Article shall prohibit the parties from mutually arranging informal meeting at any step of the grievance procedures.

#### **Step 5 - Recording of Minutes or Testimony**

Either party shall have the right to employ a public stenographer or use a mechanical recording device at any step in this procedure, provided that any costs incurred through the use of a public stenographer recording device shall be borne by the party employing same.

#### **Section 6 - Police Union as Complainant**

The Police Union shall be entitled to submit grievances in the name of the Police Union in the same manner as is provided herein for employees.

#### **Section 7 - Responses**

If a grievance is not submitted within the prescribed time limit as herein stated, it shall be deemed settled. If the Town fails to render its decision on a grievance within the time limits specified, such grievance shall be processed to the next step.

### **ARTICLE XXVII DETECTIVE POSITION**

#### **Section 1**

The Chief may, at his or her discretion, create and fill a detective position within the bargaining unit. Such position shall be filled for a limited period, shall not be deemed a promotion, and may not be filled at times. Notwithstanding other provisions of this Agreement to the contrary, the following terms and conditions shall apply to the detective position:

#### **Section 2**

Appointment to the position of detective shall be governed by the following:

- A. The normal work week of the detective shall be Monday through Friday. The normal work hours for the detective shall be forty (40) hours per work week with the schedule of the hours determined by agreement between the Chief and the detective, provided a detective's hours and weekly schedule may be changed at the Chief's directive. All hours worked outside the normal eight (8) hour day or



forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.

- B. The applicant must have at least five (5) years experience as an East Hampton police officer, excluding time spent in P.O.S.T. and time as a certified officer in another municipality or other law enforcement agency.
- C. The applicant must be below the rank of Sergeant and submit a letter of interest and resume.
- D. The successful candidate must not have held the position of detective within two years previous to the posting unless no other qualified candidate had applied.
- E. In filling the position, the Chief shall consider performance, input, if requested, from the applicant's supervisor and seniority.
- F. Assignment to the detective position shall be rotated through officers in the department, and no officer will be reassigned to the position until all officers in the department below the rank of Sergeant have held the assignment or have refused the assignment, unless a potential or actual applicant's performance is deemed by the Chief to have disqualified him or her from the position. The Chief, at his or her sole discretion, may deem a refusal to accept an appointment as disqualifying the officer from the current list of rotating officers.

### **Section 3**

Officers will be appointed to the position on a voluntary basis except in the cases of temporary need or emergency. Each detective assignment shall be for a period of two to four years. The officer assigned to the position will be subject to a probationary period of sixty (60) days. Should the officer not pass the probationary period, he or she will be returned to his or her former position, and a decision of the Chief to take such action shall not be subject to the grievance procedure or binding arbitration under Article XXVII of this Agreement, the officer assigned to the position may opt out of the assignment with at least thirty (30) days notice to the Chief, but the initial assignment shall be deemed an appointment within the rotation. The Chief may waive this notice require and the disqualification from the rotation at his or her sole discretion.

### **Section 4**

- A. The normal work hours of the detective shall be one of the following two schedules alternated on a bi-weekly basis: (i) 9:00 a.m. to 5:00 p.m. Monday through Friday, and (ii) 12:00 p.m. to 8:00 p.m. Monday through Friday. However, such hours and weekly schedule may be changed at the Chief's directive or with his or her approval in unusual circumstances or to suit specific

cases under investigation. All hours worked outside the normal eight (8) hour day or forty (40) week of the detectives must be approved by the Chief and shall be paid at time and one-half (1½). Call-out for case investigations must be approved by the Chief. Except in the case of emergency as determined by the Chief, all holidays shall be time off and shall be paid at the regular rate.

- B. The detective will be eligible for overtime work falling outside his or her shift in accordance with the terms of this agreement. When the detective works overtime on regular officer work, the detective pay differential shall not apply.

**Section 5**

An officer assigned to the detective position shall continue to accrue seniority in his or her former position, and such seniority shall be considered for the purposes of all contractual benefits related to seniority such as promotion and vacation schedule.

**Section 6**

An appointment to the detective position shall not be considered for the purposes of fulfilling the minimum staffing requirements of this Agreement.

**Section 7**

An officer assigned to the detective position shall receive an hourly differential of one dollar (\$1.00) above his or her applicable rate. In addition to the uniform and cleaning allowance provided in this Agreement, each officer appointed to the position of detective, except an officer appointed to a consecutive term, shall receive a one-time clothing allowance of six hundred dollars (\$600.00) for the purchase of appropriate civilian clothing as approved by the Chief.

**ARTICLE XXVIII  
DURATION**

This contract shall be effective July 1, 2023 and shall remain in full force and effect through June 30, 2026.

**FOR THE TOWN OF EAST HAMPTON  
BY THE TOWN COUNCIL**

**EAST HAMPTON POLICE UNION,  
LOCAL #2407, COUNCIL 4, AFSCME,  
AFL-CIO**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

---

---

---

---

---

Witnessed

---

Witnessed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – WAGES**

<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	\$32.8684	\$33.3224	\$33.5853	\$35.4372	\$38.2808	\$41.4111
	<b>Yearly</b>	\$68,366.34	\$69,310.69	\$69,857.43	\$73,709.41	\$79,624.05	\$86,135.13
<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2024-2025</b>	<b>Hourly</b>	\$33.8545	\$34.3221	\$34.5929	\$36.5003	\$39.4292	\$42.6535
	<b>Yearly</b>	\$70,417.33	\$71,390.01	\$71,953.16	\$75,920.69	\$82,012.77	\$88,719.18
<b><u>PATROL</u></b>	<b>3.0%</b>	<b><u>Start</u></b>	<b><u>1 Year</u></b>	<b><u>2 Year</u></b>	<b><u>3 Year</u></b>	<b><u>4 Year</u></b>	<b><u>5 Year</u></b>
<b>2025-2026</b>	<b>Hourly</b>	\$34.8701	\$35.3518	\$35.6306	\$37.5953	\$40.6121	\$43.9331
	<b>Yearly</b>	\$72,529.85	\$73,531.71	\$74,111.75	\$78,198.31	\$84,473.15	\$91,380.76

**APPENDIX A – WAGES**

<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2023-2024 (retroactive)</b>	<b>Hourly</b>	\$43.3945	\$44.7685	\$46.5726
	<b>Yearly</b>	\$90,260.47	\$93,118.39	\$96,870.95
<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2024-2025</b>	<b>Hourly</b>	\$44.6963	\$46.1115	\$47.9698
	<b>Yearly</b>	\$92,968.28	\$95,911.94	\$99,777.08
<u>SERGEANT</u>		<u>Start</u>	<u>6 Months</u>	<u>Upon Completion of 5 years as a Sergeant</u>
<b>2025-2026</b>	<b>Hourly</b>	\$46.0372	\$47.4949	\$49.4088
	<b>Yearly</b>	\$95,757.33	\$98,789.30	\$102,770.40

**A PATROL OFFICER ASSIGNED TO THE DETECTIVE POSITION SHALL RECEIVE A ONE DOLLAR (\$1.00) PER HOUR INCREASE DURING WORK AS A DETECTIVE.**

**APPENDIX A - CONTINUED**

**LONGEVITY PAY**

Longevity Pay, as noted in this Appendix, will be paid annually, after the employee meets the service requirement:

5 Years of Service (less than 10)	\$350.00
10 Years of Service (less than 15)	\$500.00
15 years of Service (less than 20)	\$650.00
20 Years of Service (less than 25)	\$800.00
25 Years of Service	\$950.00

Employees hired on or after March 1, 2014 shall not be eligible for longevity pay.

## APPENDIX B

### Town of East Hampton Retirement Income Plan Plan Highlights Police

This is a summary of the major features of the Plan and reflects all amendments as of June 27, 2023:

#### **Definitions:**

- Earnings:** Compensation reported was wages for federal income tax purposes (excluding private duty for bargaining unit employees hired on or after July 1, 2017), subject to IRS compensation limit.
- Final Earnings:** Highest average earnings (excluding private duty for bargaining unit employees hired on or after July 1, 2017), based on sixty (60) consecutive months during the last ten (10) years before the specific date of retirement or termination of employment.
- Service:** All years of employment with the Town from date of hire to date of retirement, termination or death. Measured in whole years and full months.
- Credited Service:** All years of Service as a plan participant making contributions. Credited Services is measured in whole years and full months.
- Normal Form of Annuity:** Single - Modified Cash Refund Equivalent of a life annuity with a guaranteed return of your contributions.  
Married - 50% Joint & Survivor.
- Optional Forms of Annuity:** Contingent Annuity Option provides for reduced payments over your lifetime. Upon your death, 100%, 66 2/3% or 50% of your monthly benefit may be paid to your beneficiary.  
10 Year Certain & Life Option provides for reduced payments over your lifetime. If your death occurs within the first 10 years of your retirement date, payments in the same amount will continue to your beneficiary for the balance of the 10-year period only. Should your death occur after the 10 years following retirement, no further dates are due.
- Normal Retirement Date:** For officers hired prior to July 1, 2017, the earlier of age 55 with 10 years of service or the completion of 20 years of service. For officers hired on or after July 1, 2017, the earlier of age 55 with 10

years of service or the completion of 25 years of service. Prior to 7/1/1991, the service requirement was 25 years.

**Pension Benefits**

- Eligibility: Making periodic employee contributions to the plan.
- Benefit Formula: 2.5% of average earnings multiplied by years of credited service.
- Early Retirement Eligibility: Age 55 with 10 years of service.
- Early Retirement Benefit: Benefit accrued to date of retirement or termination, reduced by 7.2% per year for the first 5 years early and 3.6% per year for the remaining years.
- Vesting Schedule: Retirement benefits are 50% vested after 5 years, with 10% increase for each year thereafter to a maximum of 100% with 10 years. Benefits are 100% vested at Normal Retirement.
- Termination with Vested Rights: Participants who are at least 50% vested and withdraw their employee contributions at termination retain a portion of their Employer provided benefit reduced to reflect the employee's contribution withdrawal.

**Supplemental Benefits:**

- Pre-retirement Death Benefit Eligibility: Death while an active employee.
- Benefit Formula: The present value of 50% of the retirement benefit accrued to date of death, payable as a lump sum or monthly annuity.
- Disability Benefit Eligibility: Permanent and total disability of an active participant after the completion of ten years of service.
- Benefit Formula: Retirement benefit accrued to date of disability. If disability is deemed job related, the benefit is minimized at 50% of current pay at the date of disability.
- Employee Contributions Amount: 8.0% of earnings for each contract year of this Agreement.
- Bargaining unit employees hired on or after July 1, 2017 shall contribute 10.0% of earnings for each contract year of this



Agreement.

Interest Credited: 5% per annum

Death Benefit: Single-Preretirement: Refund of employee contributions with interest to date of termination or death.

Married: Pre-retirement: 50% of Joint & Survivor coverage.

Post Retirement: Excess of participant contributions with interest over annuity payments received to date of death, unless another form of benefit becomes payable to the beneficiary based on the form of annuity elected at the time of retirement.

**APPENDIX C**  
**EAST HAMPTON POLICE DEPARTMENT**  
**DRUG and ALCOHOL-FREE WORKPLACE POLICY**

**PURPOSE**

As a part of its commitment to safeguard the health and safety of its employees and the residents of the Town of East Hampton (the “Town”), and to promote a drug-free working environment, the Town, the Police Chief and the members of the East Hampton Police Union, Local #2407, Council 4 AFSCME, AFL-CIO have agreed to establish this policy relating to the illegal use of drugs and/or being under the influence of drugs or alcohol while on duty by Town uniformed employees. This program is intended to as closely as possible follow the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, which shall be a guideline for this policy. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of services provided.

**SCOPE**

All uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town are covered by this policy and, as a condition of employment, are required to abide by the terms of this policy. Any employee in doubt of the procedures applicable to his/her situation may contact the Director of Human Resources for clarification.

**POLICY**

It is the policy of the East Hampton Police Department that being under the influence of and/or using alcohol or drugs while on duty are strictly prohibited. Any appropriate discipline issued pursuant to this policy may be considered just cause within the collective bargaining agreement for bargaining unit employees.

**DEFINITIONS**

**Alcohol:** The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl or isopropyl alcohol.

**Alcohol Concentration:** The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under this policy.

**Breath Alcohol Technician (BAT):** An individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device.

**Chain of Custody:** Procedures to account for the integrity of each specimen by tracking its handling and storage from point of collection to final disposition.

**East Hampton Police Department Motor Vehicle:** A motor vehicle or combination of motor vehicles in commerce to transport East Hampton Police Department employees. Such motor vehicles shall include Police Department vehicles, vehicles from other Town departments, leased and/or rented vehicles operated by Town uniformed employees to transport East Hampton Police Department employees.

**Confirmation Test:** In drug testing, a second analytical procedure, performed in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, used specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. In alcohol testing, a second test following a screening test with a result of .04 or greater that provides quantitative date of alcohol concentration.

**Covered Employees:** All uniformed, permanent or probationary employees, including the Police Chief, employed in the East Hampton Police Department.

**Evidential Breath Testing Device (EBT):** An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "conforming product list of evidential breath testing device".

**Medical Review Officer (MRO):** A licensed physician, in compliance with Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, responsible for receiving laboratory results generated by an Employer's drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive result together with his/her medical history and any other relevant biomedical information. If an employee's test result is positive, the MRO will contact the employee to discuss the test to determine if the positive result is valid and to notify the employee that has seventy-two (72) hours to request a test of the split specimen.

**Refusal to Submit:** When any person covered by this policy engages in conduct that obstructs the testing process. This includes, but is not limited to, the refusal to sign consent forms; the failure to provide adequate breath testing; the failure to provide adequate urine for controlled substance testing, except for "shy bladder syndrome" as defined by the Department of Transportation (DOT) and the Highway Traffic Safety Administration (NHTSA) drug policy, the refusal to take a required test, the failure to make oneself available while on duty to a test as required by this policy.

**Safety Related:** Any activity that poses a risk of injury to oneself, ones fellow employees, or the general public.

**Safety Sensitive Function:** Any function that affects the safety of employees and the safe operation of East Hampton Police Department motor vehicles including but not limited to the following:

- Any time that an East Hampton Police Department employee is on duty.

**Screening Test:**

- In drug testing an immunoassay screen to eliminate negative urine specimens from further analysis.
- In alcohol testing, an analytic procedure to determine whether a driver may have a prohibited concentration of alcohol in his/her system.
- In controlled substance testing it means an immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Supervisor:** All employees assigned to a position having day-to-day responsibility for supervising subordinates.

**Shy Bladder Syndrome:** When an individual is unable to produce a urine specimen or provides a specimen that is less than 45 ML.

**Drug Free Workplace Dissemination**

- A. The Town will provide a general one-time notice to all East Hampton Police Department employees notifying them that this policy applies to all uniformed Police personnel, permanent or probationary employees, including the Police Chief, employed by the Town and that the Town prohibits its employees covered by this policy from illegally or improperly using, possessing, selling, manufacturing, or distributing drugs on its’ property, or while its employees are at work; that it is against Town policy to report to work or to work under the influence of drugs or alcohol; and that it is a condition of employment to refrain from illegally using drugs, or alcohol on the job, or abusing legal drugs on or off the job such that it affects their performance, and that a drug testing program is being implemented. No less than one hundred twenty (120) days will elapse between the notice and any employee drug testing implemented pursuant to this policy.
- B. Prior to implementation and testing either East Hampton Police Department employees or applicants for Department positions, such individuals will be given a copy of this policy, a summary of the drugs which may alter or affect a drug test, a list of local employee assistance programs and a list of local alcohol and drug rehabilitation programs. All East Hampton Police Department employees who are covered by this policy will attend training which is mutually accepted by the Union and the Town with regard to drug and alcohol use and the physical, behavioral and performance indicators of possible drug and

alcohol use that will be used in determining whether an employee is subject to the reasonable suspicion testing as outlined in this policy.

- C. A notice of drug testing will be included with all job vacancy announcements for all bargaining unit and the Police Chief. A notice of the Town's drug testing policy will also be posted in appropriate and conspicuous locations at the Police station as well with the Director of Human Resources.

## **PROHIBITED CONDUCT ON DUTY PROGRESSIVE ACTION FOR VIOLATIONS**

- 1) Discipline in accordance with the "progressive action for violations" section of this policy can be imposed only for the illegal use of or being under the influence of controlled substances or alcohol while on-duty.
- 2) A blood alcohol level of .04 or greater is prohibited during the performance of any safety sensitive function. An employee with a test result showing a blood alcohol level less than .04 will not be considered in violation of this policy for disciplinary reasons.
- 3) The performance of any safety sensitive function while using legally prescribed drugs is prohibited unless the use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the ability to safely drive an East Hampton Police Department vehicle or perform the employee's duties.
- 4) Refusal to submit to a drug or alcohol test, administered in strict compliance with this policy is strictly prohibited. The employee is required to cooperate with the laboratory personnel and provide them with the following:
  - a. An adequate and complete sampling, except in medically documented cases of "shy bladder syndrome."
  - b. Assistance in completing the required documentation for chain of custody.
  - c. Marking and sealing the specimen.
- 5) It is a violation of this policy to report to work under the influence of alcohol. Discipline, in accordance with the "progressive action for violations" section of this policy, can only be imposed if the employee actually reports for duty with a blood alcohol level of .04 or greater.

## **EMPLOYEES SUBJECT TO TESTING & TYPES OF SUBSTANCES**

All uniformed, permanent or probationary employees, including the Chief employed in the East Hampton Police Department will be subject to this Drug and Alcohol-Free Workplace Policy.

The drug testing outlined in this policy will test for the following substances:

- 1) Marijuana
- 2) Cocaine
- 3) Amphetamines
- 4) Opiates
- 5) Phencyclidine (PCP)

## **TESTING**

### **1) Pre-employment Testing:**

Prior to employment with the East Hampton Police Department, an applicant for all bargaining unit and the Police Chief position, shall undergo testing for alcohol and controlled substances, as part of their pre-employment medical examination. As part of the application for the East Hampton Police Department, the Town of East Hampton shall notify all applicants of this policy. Refusal to take the test, or test results reporting a presence of illegal drugs or narcotics, or the use of non-prescription drugs, shall be the basis for discontinuing an applicant in the selection process.

### **2) Reasonable Suspicion Testing:**

- A. When “reasonable suspicion” is determined indicating that an employee is using and/or under the influence of drugs or alcohol, the employee will be tested pursuant to procedures set forth in this policy. “Reasonable suspicion” of using and/or being under the influence of drugs or alcohol will be based on specific, contemporaneous, articulable and objective facts such as, behavior, speech or body odors.
- B. An employee tested under “reasonable suspicion” shall be placed on paid administrative leave until such time as the MRO determines the result of the test. In the event the test is negative, the employee shall be made whole for any monetary loss.
- C. Circumstances which constitute a basis for determining reasonable suspicion are one (1) or more of the following:
  - 1 Direct observation of controlled substance and/or alcohol use;
  - 2 The employee’s body shows evidence of controlled substance use (e.g., track marks);
  - 3 The employee is found to be in possession of a controlled substance or alcohol while on duty;
  - 4 Spontaneous, unusual, abnormal, erratic or unacceptable behavior;
  - 5 An unusual or suspicious pattern of sick leave usage;
  - 6 Information which is provided by a reliable and credible source;
  - 7 The presence of symptoms of controlled substance or alcohol use (e.g., odor of alcoholic beverage, glassy or blood shot eyes, slurred speech, poor coordination and/or reflexes, etc.

8 The occurrence of repeated, multiple on-the-job accidents or injuries.

- D. The required observations for alcohol and/or controlled substance reasonable suspicion testing shall immediately be reported to or made by a supervisor who is trained in the detection of alcohol and/or controlled substance use.
- E. The supervisor shall report the basis for his/her reasonable suspicion in writing to the Police Chief. The Police Chief shall decide whether to direct the employee to testing. All supervisors initiating reasonable suspicion testing will be required to detail in writing the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of the employee.
- F. If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he/she shall immediately notify the individual's superior officer in the chain of command. The employee believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

### **3) Post Motor Vehicle Accident Testing:**

- A. The operator may be tested for controlled substances, illegal drugs and/or alcohol if the employee was involved in an accident while performing a safety sensitive function with respect to that vehicle (including any accident at the Police station). All testing under this subsection shall be done in accordance with applicable DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations, as determined by the investigating police officer/State Trooper. In the event that DOT regulations, NHTSA regulations and/or Connecticut state laws related to accident investigations do not apply to an accident involving the employee, the employee may be tested if there is reasonable suspicion that the employee is under the influence of and/or using drugs or alcohol, as set forth under Section 2 herein.
- B. Any bargaining unit employee who is subject to post accident testing shall remain on administrative leave and be paid until he returns to the Police station, except in the event that the employee is admitted to the hospital (beyond admission to the emergency room). Under such circumstances, the employee shall be paid through the end of his/her shift.

In the event that an employee is tested, and his/her shift is not over, the employee is expected to return to duty after the test is administered, unless excused, in writing, for the remainder of such shift by the attending physician. Nothing in this section shall require the delay of necessary medical attention following an accident.

### **4) Return to Duty Testing:**

- A. Before an employee who has violated this policy concerning alcohol returns to duty requiring the performance of a safety sensitive function, the employee shall undergo

a return to duty alcohol test with a result indicating a blood alcohol level of less than .04. The bargaining unit employee shall be paid from the time the employee leaves for the drug test until the test is administered.

- B.** Before an employee who has violated this policy concerning illegal drugs returns to duty requiring the performance of a safety sensitive function, just before such function, the employee shall undergo a return to duty illegal drug test with a result indicating a verified negative result for illegal drugs. The bargaining unit employee shall be paid at his/her applicable compensation rate from the time the employee leaves for the drug test until the test is administered.

## **5) Random Drug Testing**

Random drug and alcohol testing shall be administered by a system and method adopted by the outside vendor, a copy of which shall be provided to all employees.

## **PROGRESSIVE ACTION FOR VIOLATIONS**

In the event that an employee tests positive for the use of illegal drugs, the following will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6)



times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee's alcohol test contains a blood alcohol level of .04 to .079, the following procedure will apply:

- On the first occasion, the employee shall commence a rehabilitation program under the supervision of a medical doctor and/or employee assistance program consultant ("EAP consultant") selected and paid for through the employee's health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee alcohol test contains a blood alcohol level of .08 or greater, the following will apply:

- On the first occasion, the employee shall receive a three (3) day suspension from work without pay and shall commence a rehabilitation program under the supervision of a

medical doctor and/or employee assistance program consultant (“EAP consultant”) selected and paid for through the employee’s health insurance carrier. In the event it is determined that the employee is to be absent from work during the rehabilitation program, during such rehabilitation program, the employee may use available sick days and/or vacation days in order to continue to receive remuneration. In the event the employee does not have available sick days and/or vacation days, such time shall be unpaid. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee’s continued participation in the recommended rehabilitation program. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.

- On the second occasion (within two years of the first occasion), the employee shall receive a ten (10) day suspension from work without pay. Reinstatement at the end of the suspension period shall be contingent upon the employee's participation in a rehabilitation program under the supervision of a medical doctor and/or EAP consultant. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee’s continuing participation and/or completion of the rehabilitation program. Upon reinstatement, the employee may be required to submit to drug testing six (6) times within the first twelve (12) months and four (4) times within the next twelve (12) months.
- On the third occasion (within two years of the first occasion) or in the event the employee fails to satisfactorily complete any of the aforementioned rehabilitation program(s), the employee shall be discharged.

In the event that an employee is randomly tested during the twenty-four (24) month period set forth above, such random test shall count as a test under the tests the employee is subject to upon reinstatement to employment.

In order to encourage successful rehabilitation, whenever an employee successfully completes: (1) the recommended rehabilitation program; (2) the follow-up testing; and (3) has no further incidents for a period of thirty (30) months from the date of the last positive test, the record of the incident shall be removed from the employee’s personnel file and placed in his/her medical file and shall not be used as part of any subsequent discipline.

## **VOLUNTARY DISCLOSURES**

The Town of East Hampton believes that successful rehabilitation depends on an employee’s willingness to rehabilitate and the admission that a problem exists. Therefore, the Town will encourage voluntary disclosure and offer assistance to any employee who seeks help on a voluntary basis. Any employee who voluntarily discloses that he has a problem with drug or

alcohol dependency and seeks assistance, will not be disciplined and will be afforded an opportunity to utilize his/her accrued sick time to achieve his/her goal of rehabilitation.

An employee who voluntarily discloses his/her drug and/or alcohol problem will be subject to the same return to duty requirements as an employee who tests positive including follow up testing.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall be immediately placed on sick leave and shall be required to commence a rehabilitation program under the supervision of a medical doctor or EAP consultant selected and paid for through the employee's health insurance carrier. The Town will be provided with periodic reports by the medical doctor and/or EAP consultant during the recommended program, which reports shall be limited to notice of the employee's continuing participation and/or completion of the rehabilitation program.

In the event an employee voluntarily discloses that he/she has a problem with drug or alcohol dependency, the employee shall not be subject to discipline as a first offense. Reinstatement shall be determined by the medical doctor and/or EAP consultant and contingent upon the employee's continued participation in the recommended rehabilitation program.

“Voluntary disclosure and/or voluntary discloses” for purposes of this section shall mean that the employee discloses that he/she has a problem with drug or alcohol dependency prior to the commencement of: (1) a rehabilitation program in accordance with the “progressive action for violations” section set forth above; (2) disciplinary action; (3) an internal investigation; (4) the employee was involved in an accident; (5) Prior to the employee being ordered for drug and/or alcohol test; or (6) Prior to the employee becoming aware of an impending test.

Upon reinstatement, an employee with previous drug and/or alcohol dependency shall submit to drug and alcohol testing bi-monthly for the first twelve (12) months and quarterly for the next twelve (12) months. The employee must submit to drug and alcohol testing at the time stated in the notice. Failure to do so shall be deemed evidence of the use of an illegal drug or alcohol. A positive test (within two (2) years) after reinstatement is just cause for discharge and shall result in the employee's discharge.

The EAP is available to all Town employees and will provide counseling and referral services to any employee who seeks treatment. The EAP services are provided by the Town at no charge. Any required treatment that is not covered by the Town's EAP program or insurance shall be borne by the employee. EAP enrollment and counseling is confidential.

## **ALCOHOL & DRUG TESTING PROCEDURES**

- 1) Alcohol testing will be performed by using Evidential Breath Testing (hereafter EBT) devices approved by the NHTSA. The test will be conducted by a Breath Alcohol Technician (hereafter BAT). Two (2) breath tests will be required to determine if a person has a prohibited alcohol concentration. If the first test result is less than .04 the test will be considered negative. If the test shows an alcohol concentration of .04 or

greater, a second confirmation test will be conducted. The second test result will determine what action if any need be taken.

- 2) In order to ensure that an EBT is working properly, the BAT will run an air blank test which shows a reading of zero before a test is performed. A fifteen (15) minute waiting period is required between the screening and confirmation test. The BAT will run an air blank test which shows a reading of zero before the confirmation test is performed.
- 3) Drug testing will be performed by providing a urine sample at a site to be determined by both parties and meets the requirements of the DOT 49CFR part 40 and The Department of Health and Human Services.
- 4) Specimen collection procedures require security for the collection site, chain of custody documentation, use of authorized personnel, privacy during collection, integrity and identity of the specimen, and transportation to the laboratory. Only those laboratories certified by the federal government, and the Department of Health and Human Services and that have these procedures in place will be used.
- 5) All personnel subject to testing shall present proper identification upon appearing at the laboratory.
- 6) Once the urine specimen is collected, it will be forwarded to the laboratory. The accuracy of the test shall be drug specific. The initial test shall employ a methodology different from the second test. The initial screening shall use the EMIT Immunoassay Process. If the test is negative no further test will be required. If the result is positive, a second confirmation test will be conducted. The confirmation test is performed using a Gas Chromatology/Mass Spectrometry (GC/MS) technique.
- 7) The testing facility will be continuously bound to make provisions to properly preserve, store and secure an aliquot of the original urine specimen, to be reserved and made available for the purpose of an independent confirmation. This independent confirmation will be authorized by the employee, using the lab of his/her discretion. Any employee requesting a testing of the split sample, must do so within seventy (72) hours, provided the employee is properly notified by the MRO. Also, the Laboratory will make available to the employee, for his/her inspection, all records of the primary and secondary confirmation testing done by the lab in the urine sample provided by the employee.
- 8) Only confirmed positive results are reported. The Human Resource Director shall be notified immediately following a positive test result. The Human Resource Director is the only person to be notified of a positive test.
- 9) The laboratory must continue the uninterrupted chain-of-custody procedure from receipt of the specimen and maintain internal chain-of-custody procedures which establish fundamental accountability and reliability of testing from a legal viewpoint. The chain-of-custody procedure must be stringent and confidential in all phases of the process:

- Handling of the specimen
- Testing the specimen
- Storing of the specimen
- Reporting of the test results

10) The Town shall assure that the existing laboratory will be subject to appropriate external auditing procedures to evaluate quality assurance, evaluation of testing procedures and overall performance.

The following table reflects the positive levels for the five classes of drugs listed below.

<b>DRUGS</b>	<b>INITIAL TEST LEVELS (NG/ML)</b>	<b>CONFIRMATION TEST LEVELS (NG/ML)</b>
<b>Marijuana</b>	<b>50</b>	<b>15</b>
<b>Cocaine</b>	<b>300</b>	<b>150</b>
<b>Opiates</b>	<b>300</b>	
<b>Phencyclidine (PCP)</b>	<b>25</b>	<b>25</b>
<b>Amphetamines</b>	<b>1000</b>	<b>500</b>
<b>Methamphetamine</b>		<b>500</b>

#### **COMPENSATION OF EMPLOYEE**

All off-duty bargaining unit employees shall be paid his/her applicable straight time hourly rate of pay for reasonable and necessary travel time from the time the employee leaves his/her home for the drug test until he/she returns to his/her home from the drug test for all follow-up drug and/or alcohol testing conducted under the “progressive actions for violations” section of this Policy, except that no employee shall be paid for testing conducted during the employee’s rehabilitation program, as set forth in the “progressive action for violations” section.

#### **RIGHT OF UNION PARTICIPATION**

At any time, the Union, upon request will have the right to inspect any aspect of this drug and alcohol testing policy with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

#### **CHANGES IN TESTING PROCEDURES**

In the event that either the Town of East Hampton or the Union wishes to change any part of the testing procedure or test administrator, both parties will discuss whether to amend this policy to include such changes. In the event the parties are unable to resolve the issue of the proposed changes, such proposals are subject to arbitration under the provisions of the Collective Bargaining Agreement.

## **OTHER**

If an employee believes his/her supervisor may be impaired on duty by the use of illegal drugs or alcohol, he shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.

Any employee who has begun the process set forth under this policy by notifying a superior officer that an employee of the East Hampton Police Department appears to be under the influence of illegal drugs or alcohol, he/she shall submit in writing within twenty-four (24) hours, a confidential report of the physical, behavioral, and performance indicators observed which shall be considered within this process. Failure to follow any of these procedures in this policy shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed, and no discipline shall be levied against the employee.

In the case involving the Police Chief, the Town Manager will be notified, and the reasonable suspicion portion of this policy will be followed.

## **INDEMNIFICATION OF UNION**

In the event that the Union is named as a party defendant by an employee governed by this policy in a suit involving the application of the East Hampton Police Department Drug Free Workplace Policy, the Town agrees to provide legal counsel to the Union. The legal counsel selected by the Town must be agreed to by the Union.

## **CONFIDENTIALITY**

Absolute confidentiality must be maintained during the entire process. No individual involved in the process shall reveal any of the details or particulars of any incident. Any violation of this confidence will subject the violator to disciplinary action. It is also recognized that anyone knowingly bringing false charges against an individual or using this procedure for harassment or personal reasons will be subject to disciplinary action. Nothing shall prevent or prohibit any individual who is willfully, wantonly or maliciously falsely accused from pursuing legal action against their accuser, though it is understood that any such legal action may tend to compromise the confidentiality of the process. The Town will be required to keep the results confidential, and it shall not be released to the public, unless ordered by the courts.

## **CONTACT PERSON**

Any questions concerning this policy shall be directed to the Human Resource Coordinator.

## **CONFLICT**

This policy is not intended to eliminate any rights or protections an employee has under either state or federal law. Unless abridged by the policy and in the event this policy omits any aspect of the testing procedure, the testing procedure shall follow the DOT drug testing.

## Appendix D

The Town will provide the following insurance coverage for health, dental, vision and prescription drugs for all eligible full-time-employees and their eligible dependents:

- a. The Connecticut State Partnership Plan (health, dental and vision) and the prescription drug plan offered through the Connecticut State Partnership Plan. If the plan design changes during the period of time that the Town is a participating member, the new plan design will be adopted.
- b. Within eighteen (18) months of joining the plan, all employees and dependents must meet the minimum requirements of the Connecticut State Partnership's Health Enhancement Program ("HEP").
- c. As set forth in the Connecticut State Partnership Plan, employees who do not meet the minimum HEP requirements will be subject to deductibles of three hundred fifty dollars (\$350.00) for individual or one thousand four hundred dollars (\$1,400.00) for family coverage, as well as an additional one hundred dollars (\$100.00) in premium payments per calendar month.
- d. The carrier network for the plan will be the carrier selected by the State.
- e. Premium share contributions shall be based on the cost of the plan and fees incurred by the Town related to joining and remaining in the Connecticut Partnership Plan.
- f. If the State imposes additional fees or increases the Town's cost of the premium at the end of any contract year, employees shall pay a percentage of such increase(s) based upon the employee's premium share contribution as set forth above.
- g. If the Town decides to discontinue participating in the State Partnership Plan during the term of this Agreement or upon expiration of this Agreement, the co-pays, deductibles, co-insurance maximums, out of pocket maximums and prescription costs under the State Partnership Plan shall not be considered the baseline for negotiating subsequent plan(s). Under such circumstances, the parties will meet to negotiate a substitute health insurance plan.

**CONCEPT DRAFT**

An amendment to the Agreement  
between the Town and Edgewater  
development amending  
maintenance responsibility for  
Edgewater Circle

**Amendment to  
Reciprocal Access and Utility Easement Agreement**

This AMENDMENT TO RECIPROCAL ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT ("Amendment") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and among EDGEWATER HILL ENTERPRISES, LLC, a Connecticut limited liability company with an office at 207 Hog Hill Road, East Hampton, Connecticut 06424 ("Edgewater"), EDGEWATER HILL PROPERTIES, LLC, a Connecticut limited liability company with an office at 207 Hog Hill Road, East Hampton, Connecticut 06424 ("Hill"), and the TOWN OF EAST HAMPTON, a Connecticut municipality, with an address at 1 Community Drive, East Hampton, Connecticut 06424 ("Town" and with Edgewater, and Hill, collectively, the "Owners" and individually, each an "Owner").

WITNESSETH

WHEREAS, Edgewater, Hill and Town entered into a RECIPROCAL ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT ("Agreement") on the 26<sup>th</sup> day of September, 2018 and filed on September 26, 2018 in the office of the East Hampton Town Clerk in volume 588 at page 593;

WHEREAS, Edgewater, Hill, and Town are owners of certain real property located in the Town of East Hampton identified and described in said Agreement;

WHEREAS, the Edgewater Property, the Hill Property and the Town Property (and any other property resulting from the subsequent subdivision of the Edgewater Property or the Hill Property) are collectively referred to herein as the "Properties" and are each individually referred to herein as a "Property;"

WHEREAS, Edgewater, Hill and Town intend to revise certain terms and agreements described and defined in the aforementioned Agreement for the purpose of providing for Town maintenance and oversight of certain internal roads and other facilities as described herein;

NOW THEREFORE, in consideration of the above and in consideration of good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Owners hereby agree as follows:



1. Except as provided in this Amendment, all provisions of the Reciprocal Access, Utility and Drainage Easement Agreement shall remain valid and in force unless modified in writing or otherwise found unenforceable.
2. Subject to Section 7 of this Amendment, the Town will provide maintenance and capital improvements, including capital replacement, for the main loop of the internal drive known as Edgewater Circle as it may, from time to time, exist as identified on the attached Exhibit A , including, but not limited to, snow and ice control, pavement marking, crack filling, and other surface treatments and replacements. Said maintenance and capital improvements shall be limited to the paved facilities between the back of curbs on both sides or to the edge of roadway pavement, including parking areas, for surfaces that do not have curbs.
3. The Town shall not be responsible for grass or landscaped islands within the limits of the area between the back of curb on both sides of the paved area of Edgewater Circle nor shall it be responsible for sidewalks, grass, lighting, drainage, or other infrastructure or utility facilities adjacent to, or crossing over or under the paved portions of Edgewater Circle.
4. Edgewater and Hill shall continue to provide Ordinary Maintenance , as described in the aforementioned Agreement to which this is an Amendment, for all areas outside the paved area of Edgewater Circle between the back of curb or edges of pavement where no curb exists including the grading, landscaping or maintaining of grassed areas between pavement lanes as currently exist or may exist in the future, including, but not limited to, the areas within the entrance from State Highway Rt 66.
5. As part of this Amendment and in consideration of the Town accepting the maintenance, repair and replacement costs of Edgewater Circle, the Town shall make no payment to Edgewater or Hill or any successor or successors thereof for any Operating Costs, Operating Fee, Reserve Fee or any other payment or fee as defined and described in the Agreement. Any payment made prior to the approval and execution of this Amendment shall remain the property of Edgewater and Hill.
6. Edgewater and Hill hereby covenant to construct the full extent of the Internal Drives and related improvements located within the Internal Drives Parcel including without limitation all attendant lighting, the Internal Drives Drainage Facilities and related curbing for the Internal Drives in the same manner as previously constructed segments of Edgewater Circle and in

accordance with Town approval identified in the Agreement. The Town's responsibilities for maintenance and capital improvements under this Amendment shall commence when a given section of Edgewater Circle has been completed through final surface asphalt and the commencement of maintenance and capital improvement responsibilities has been accepted by the Town Council.

7. Notices to the Town under the Agreement and this Amendment shall be made in accordance with the Agreement to the following address:

Town Manager  
Town of East Hampton  
1 Community Drive  
East Hampton CT 06424

8. For portions of Edgewater Circle that have been accepted for Town maintenance and capital improvements as described herein, the Town shall be authorized to issue permits for and otherwise regulate construction within the area of Town maintenance and capital improvements between the back of curbs on both sides or to the edge of roadway pavement, including parking areas, for surfaces that do not have curbs.

[SIGNATURES FOLLOW; REMAINDER INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Edgewater, Hill and the Town have executed this Amendment to the Reciprocal Access, Utility and Drainage Easement Agreement, intending to be legally bound hereby as of the day and year first above written.

EDGEWATER HILL ENTERPRISES, LLC

Witnesses:

By:  
Name: Stephen Motto  
Its: Manager

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

EDGEWATER HILL PROPERTIES, LLC

By:  
Name: Stephen Motto  
Its: Manager

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

TOWN OF EAST HAMPTON

By:  
Name: David E. Cox  
Its: Town Manager, Duly Authorized

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

[NOTARY ACKNOWLEDGEMENTS FOLLOW; REMAINDER INTENTIONALLY BLANK]

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:

NOTARY ACKNOWLEDGEMENTS CONTINUE

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_ SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_, of \_\_\_\_\_ a corporation, and that he/she, being authorized so to do, executed the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary  
Date Commission Expires:



**MEMORANDUM**

**TOWN COUNCIL**

Mark Philhower  
*Chairperson*

Tim Feegel  
*Vice Chairperson*

James Brown

Brandon Goff

Eric Peterson

Kevin Reich

Alison Walck

**TO:** Town Council  
**FROM:** David E. Cox, Town Manager  
**DATE:** July 20, 2023  
**SUBJECT:** Edgewater Circle Maintenance

At the last Council meeting, I was asked to outline in more detail the cost breakdown in the current agreement related to maintenance of Edgewater Circle. As the Council may recall, Edgewater Circle is a private road and maintenance of the road and other common areas is paid by the developer with contributions from the owners in the development.

The agreement executed in 2018 for the Town's purchase of the Town Hall property calls for the Town, like other property owners, to pay a pro-rata share of the annual operating costs for maintaining and insuring the common areas and common infrastructure of the development. Further, the agreement outlines that the Town and other owners would pay a pro-rata share of any capital costs for replacement or major capital projects.

The calculation for pro-rata share is based on square footage of the structures. Town Hall is calculated at 33,400 square feet. In 2022, the last year for which the pro-rata calculation has been completed, the total occupied development included 135,000 square feet, of which the Town Hall accounts for about 24.7%. Based on annual expenses for operating costs, the Town paid just over \$14,000. The overall development is anticipated to be approximately 390,000 square feet of occupied building space assuming full buildout of the overall plan as revised to include the Town Hall. The Town would be approximately 8.6% of this total.

Public Works Director Walsh estimated the annual cost of regular Town maintenance of the road once it is fully complete to be approximately \$9,000 including plowing and ice control as well as pothole patching and the like. Long term maintenance costs are estimated as shown below.

- Crack sealing at about year 7 - \$13,500
- Chip seal surface repair at about year 10 - \$65,000
- Mill and overlay at about year 20 - \$235,000
- Road Reconstruction at about year 30 - \$600,000



These costs will be significant in the future, and, under the current agreement, future owners will face some sort of an assessment to cover the cost. On a purely financial basis, if the owners all continued to pay their share of the costs based on the pro-ration, the Town would pay less out of pocket if the current agreement were followed. However, the Council may want to consider that future owners may complain to the Town that the cost of major road replacement work should not be their direct responsibility despite the agreement. This argument has been made to the Council in the past and some costs for some private roads have been absorbed by the Town. Further, not only are there monetary considerations for the Council related to eliminating the annual payment to the developer in favor of absorbing these costs into the Town budget, but the Council may also want to consider any issues around the Town Hall being on a privately owned and maintained road.

I have attached an excerpt from the Agreement related to these payments for information.

DC

provides an explanation for such failure that is satisfactory to the Town and such failure does not unreasonably interfere with the Town's rights hereunder, the Town may not elect to perform such work. The foregoing notwithstanding, in an emergency, if Edgewater or Hill, as applicable fails, to perform such repairs and maintenance to the Internal Drive Drainage Facilities or Drainage Collection Facilities as required hereby, then the Town shall only be required to give such notice and opportunity to cure as is reasonable under the circumstances.

2. The Town hereby covenants, at its sole cost and expense, to install and maintain, repair and replace, at the Town's sole cost and expense, in good order and operating condition, fit for their intended purposes, the Town Drainage Facilities (and any maintenance, repair, or replacement work of the Town Drainage Facilities shall be subject to the provisions above in Sections II C. regarding Utility Work).

#### **IV. Common Infrastructure**

A. Identification of Common Infrastructure. The parties understand that the Town Property is one of several properties comprising the Master Plan Area, and that the Town is expected to pay its respective Pro Rata Share (as defined herein) of, and contribute to, the costs of Major Repairs and Ordinary Maintenance to the infrastructure which serves the Master Plan Area as may exist from time to time (collectively, the "Common Infrastructure"), and costs incurred by and with respect to the operation, maintenance, repair and replacement of such Common Infrastructure. The parties agree that their intent expressed under the preceding sentence shall be effectuated and carried out solely by the provisions below under this Article IV. "Common Infrastructure" includes, without limitation, the following facilities and systems to the extent each may exist within, and serve, the Master Plan Area from time to time: (i) Project Roadways (inclusive of the Internal Drives); (ii) utility systems; (iii) drainage facilities (such as the Internal Drives Drainage Facilities and Drainage Collection Facilities, but expressly excluding the Town Drainage Facilities [as hereafter defined]); (iv) sidewalks, and (v) landscaping. Common Infrastructure specifically excludes any infrastructure or facilities that exclusively serve any one specific owner of any of the properties located within the Master Plan Area or that is located on the Town Property. Notwithstanding anything to the contrary herein, the Town shall be responsible for all costs in connection with the construction, maintenance and repair of the Emergency Access Driveway and Public Driveways.

#### B. Town's Common Infrastructure Operations Fee and Reserve Fee.

1. Operator. For purposes of administering the provisions in this Article IV, the term "Operator" shall, where the context reasonably indicates, refer to Edgewater and/or Hill collectively and/or an agent or representative of Edgewater and/or Hill designated by Edgewater and Hill to administer and carry out such provisions on their behalf.

2. Payment of Operations Fee and Reserve Fee Generally. The parties agree that the Town shall pay to the Operator as and when required under Section IV B. 4. below the Operations Fee and the Reserve Fee (all as more particularly defined below), and the Town's payment of the Operations Fee and Reserve Fee shall satisfy in full the Town's obligation to pay and contribute to the Town's Pro Rata Share of the Operating Costs (as hereafter defined). Except for Common Infrastructure Capital Costs (as defined below) and amounts that the Town



is required to pay on account of its default or failure to perform as required hereunder, the Town shall not be obligated to pay or contribute any other amount to Operator for the Operator's operation, maintenance or repair of the Common Infrastructure other than the Operations Fee and Reserve Fee.

3. Certain Definitions.

a) Operating Costs. For purposes hereof, and determining the Operations Fee to be paid by the Town as more particularly provided below, the term "Operating Costs" shall mean and include any and all costs and expenses incurred by Operator (i.e., Edgewater and/or Hill") for Major Repairs and Ordinary Maintenance to Common Infrastructure and Operator's general operation and maintenance of the Common Infrastructure and common areas of the Master Plan Area, including, without limitation, the cost of utilities consumed or used with respect to Common Infrastructure (e.g., electric for lighting) and insurance premiums allocable to the Common Infrastructure, but "Operating Costs" expressly excludes Common Infrastructure Capital Costs (as defined below) and any amounts incurred by Edgewater and/or Hill on account of the Town's default or failure to perform as required hereunder or pursuant to any express written agreement entered into by the Town.

b) Operations Fee. The "Operations Fee" is an annual amount to be paid by the Town in monthly installments to the Operator, all as more particularly provided herein, for the purposes of contributing to the Town's Pro Rata Share (as hereafter defined) of Operating Costs.

c) Reserve Fee. The "Reserve Fee" shall be equal to 15% of the applicable Operations Fee and accrued Reserve Fees received by Operator shall be maintained and/or applied in Operator's sole but reasonable discretion and the accrual of such Reserve Fees shall not limit the amount of the Operations Fee or Reserve Fee to be paid at any time. Accumulated Reserve Fees, shall only be used to pay for Operating Costs but nothing herein shall require Operator to use any such accumulated Reserve Fees and Operator may instead continue to hold such accumulated Reserve Fees as a reserve in its sole discretion. Without limitation, Operator shall not be required to apply or use such Reserve Fees for any Common Infrastructure Capital Costs (the Pro Rata Share of which shall be paid by the Town as provided below).

d) Operations Fee Notice. An "Operations Fee Notice" is a statement to be given to the Town as and when provided herein which shall set forth the Operations Fee, Reserve Fee, and the Monthly Fee for the Fiscal Year immediately following the date such Operations Fee Notice is given (except as otherwise expressly provided herein). The Operations Fee Notice shall also include a short and general narrative and summary describing the basis for the Operator's determination of the Operations Fee (and any increase thereto) and, if applicable, a short explanation of the calculation of the CPI Factor if applicable to the determination of the Operations Fee. Notwithstanding the Operator's agreement to provide such narrative and information, the parties agree that the Town shall have no audit or investigation rights (or any similar types of rights) with respect to the Operations Fee, the Operator's determination thereof, nor shall the Town have any other rights other than those expressly provided herein.

e) CPI Factor. The “CPI Factor” shall be a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number (as defined below). The “Base Index Number” shall be the lowest level of the Index for the Fiscal Year prior to the Determination Date (as hereafter defined). The “Current Index Number” shall be the highest level of the Index for the Fiscal Year during Determination Date. The “Index” shall be the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, All Items, 1982-84=100, not seasonally adjusted, as published by the Bureau of Labor Statistics of United States Department of Labor, or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Operator shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

4. Commencement of Town’s Operations Fee and Reserve Fee Payments; Determination of Operations Fee. Commencing on January 1, 2020 and continuing thereafter each month, the Town shall pay to the Operator one twelfth (1/12) of the annual Operations Fee as provided below together with the Reserve Fee (such monthly installments of the Operations Fee and Reserve Fee may be referred to herein together as the “Monthly Fee”) on or **prior to the fifth day of each month** as provided hereinbelow. Without limitation, for all periods below a Reserve Fee shall be paid together with the applicable Operations Fee described below.

a) **Operations Fee for January 1, 2020 – June 30, 2021**. For the period commencing January 1, 2020 and ending June 30, 2021 (“Initial Period”), the parties agree that the annual Operations Fee shall be \$6,000 (prorated for the partial year and payable in monthly installments of \$500).

b) Operations Fee for July 1, 2021 – June 30, 2022. For the first Fiscal Year (as hereafter defined) following the Initial Period (i.e., July 1, 2021 - June 30, 2022) the “Operations Fee” shall be equal to the Base Operations Fee (as defined below) or, if greater than the Base Operations Fee, Operator’s estimate of the Town’s Pro Rata Share of Operating Costs for such Fiscal Year commencing July 1, 2021 – June 30, 2022 provided such estimated amount is not greater than the Base Operations Fee by an amount that is more than the greater of (i) 5% or (ii) the CPI Factor (as defined below). The Operations Fee for such Fiscal Year commencing July 1, 2021 – June 30, 2022 shall be set forth in an Operations Fee Notice (as defined below) given to the Town on or prior to January 30, 2021. Solely with respect to such first Operations Fee Notice to be given on or prior to January 30, 2021, the Operator shall include a statement setting forth the Town’s Pro Rata Share and the actual Operating Costs incurred by Operator (i.e., Edgewater and/or Hill) for the year period commencing January 1, 2020 and ending December 31, 2020 (the “Base Year”) and the product of such actual Operating Costs for the Base Year and the Town’s Pro Rata Share during such Base Year (or average thereof if it changed during such period) as reasonably determined by Operator shall be the “Base Operations Fee”, which Base Operations Fee may be equal to, greater or less than Operations Fee paid during the Initial Period.

c) Operations Fee following July 1, 2022. For all Fiscal Years following Fiscal Year July 1, 2021 – June 30, 2022, the Operations Fee for each subsequent Fiscal Year shall be as set forth in a notice an Operations Fee Notice (as defined below), and shall be equal to the Town’s Pro Rata Share of estimated Operating Costs for such Fiscal Year as determined by the Operator in its sole and reasonable discretion; provided, however, that the Operations Fee for each Fiscal Year shall not increase from Operations Fee paid for the prior year by more than the greater of: (i) 5% or (ii) the CPI Factor (as defined below). Provided that the Operation Fee Notice is given on or prior to the January 30 immediately preceding a given Fiscal Year, the Town shall pay its Monthly Fee (i.e., Operations Fee plus applicable Reserve Fee) as determined by Operator and set forth in any Operations Fee Notice during such Fiscal Year. In the event that the Operator fails to provide the Town with an Operations Fee Notice, then the Town shall continue to pay the Monthly Fee as set forth in the most recent Operations Fee Notice for the applicable Fiscal Year until the next Operations Fee Notice is given with respect to the following Fiscal Year.

5. Common Infrastructure Capital Costs. In addition to the Town’s obligations to pay the Monthly Fee to the Operator, the Town shall also be required to pay its Pro Rata Share of Common Infrastructure Capital Costs as and when provided herein. “Common Infrastructure Capital Costs” are all capital (as determined by Operator’s accountant in accordance with GAAP) costs and expenses incurred by Operator (i.e., Edgewater and/or Hill) for Major Repairs and Ordinary Maintenance to Common Infrastructure, which for purposes hereof, without limitation, shall include any capital repairs or replacements to any of the Common Infrastructure, but “Common Infrastructure Capital Costs” expressly excludes any amounts incurred by Edgewater and/or Hill which are to be paid 100% by the Town on account of the Town’s default or failure to perform as required hereunder (except to the extent caused by negligence or misconduct of Edgewater or Hill), any other express provisions of this Easement or pursuant to another written agreement. From time to time, the Operator shall have the right to give the Town notice of Common Infrastructure Capital Costs incurred or to be incurred by the Operator and the Town’s Pro Rata Share thereof and the Town shall pay its Pro Rata Share of any such Common Infrastructure Capital Costs on or prior that date which is twelve months after the July 1 immediately following the Operator giving the Capital Cost Notice (and in no event later than twenty-three (23) months following the giving of such Capital Cost Notice. A Capital Cost Notice shall be deemed adequate and sufficient for purposes of determining the amount to be paid by the Town pursuant hereto provided that includes either, in the case of costs previously incurred by the Operator, an invoice or similar statement for the costs incurred or, in the case of costs to-be incurred, a copy of the contract to be performed or a certification from the contractor or party to perform such work confirming the existing of the contract, the work to be generally performed and the contract cost thereof. The Town shall not have any audit or similar rights. Without limitation, Operator shall not be required to use the Reserve Fees to pay for any Common Infrastructure Capital Costs, but shall, in its sole discretion, have the right to use accrued Reserve Fees to cover such costs pending reimbursement by the Town.

C. Pro Rata Share. As used in this Agreement, the term “Pro Rata Share” shall be based upon the Town’s fractional share of the total habitable square footage of finished buildings for which a certificate of occupancy has been issued within the Master Plan Area (i.e., a fraction, the numerator of which is the total actual square footage of finished buildings located on the

Town Property and denominator of which is the total actual square footage of finished buildings within the Master Plan Area), and as such, the Pro Rata Share will change from time to time as new buildings are incorporated into the Project and/or as new buildings are constructed within the Town Property. Until such time as a certificate of occupancy has been issued for the buildings to be constructed (i.e., the Town Hall and Police Station) pursuant to the Site Plan as part of the Town Project, the square footage used in calculating the Town's Pro Rata Share shall be established utilizing the square footage of the buildings to be constructed pursuant to the Site Plan as part of the Town Project (i.e., the Town Hall and Police Station), which for purposes of this sentence shall be deemed to be 33,400 sq. ft..

1. Notwithstanding the preceding, the parties agree that the cost for any particular Major Repair or Ordinary Maintenance that is the responsibility and sole cost of a particular owner of property within the Master Plan Area or its tenant pursuant to another agreement (e.g., a Property owner or its tenant that is required pursuant to a separate agreement by and between that owner and Edgewater and/or Hill to plow snow within a certain portion of the Project Roadways), the total habitable square footage of finished buildings on the Property responsible for such Major Repair or Ordinary Maintenance shall be excluded from the denominator for purposes of the calculation of Pro Rata Share for that particular Major Repair or Ordinary Maintenance. Notwithstanding anything to the contrary herein, there shall be no obligation to perform any Common Infrastructure Maintenance and Repairs, except to the extent expressly provided by the terms of this Agreement (such as with respect to the Internal Drives Parcel), imposed on (by implication or otherwise) Edgewater, Hill and/or any of their successors or assigns.

D. Capital Improvements. The parties hereto hereby agree that, in the case of a future permit or approval for development within the Master Plan Area that is conditioned upon Edgewater or Hill constructing and/or installing a major capital improvement benefiting the Master Plan Area, and Edgewater or Hill provides written evidence reasonably satisfactory to the Town that the requirement or timing of such capital improvement was necessitated in part by the construction of the Town Project, the parties shall exercise good faith efforts to establish a commercially reasonable cost-sharing arrangement with respect to the construction and installation of such major capital improvement that is reflective of the Town Project's proportionate connection to necessitating such capital improvement. Thereafter, Edgewater or Hill, as applicable, shall be solely responsible, for the repair and maintenance of any such capital improvement and, to the extent required, shall also be solely responsible for all negotiation and transactions with any third parties required in connection with the capital improvement.

V. Reservation of Rights; Use Restrictions; Work; Restoration.

A. Reservation of Rights. As used herein, (i) the term "Edgewater Easement Areas" means all portions of the Edgewater Property and Hill Property in which an easement for the benefit of the Town Property was created pursuant to Sections I, II and III of this Agreement and (ii) the term "Town Easement Areas" means all portions of the Town Property in which an easement for the benefit of the Edgewater Property and Hill Property was created pursuant to Section I of this Agreement. The Edgewater Easement Areas and the Town Easement Areas are collectively referred to as the "Easement Areas" and individually as an "Easement Area".

**LEASE AGREEMENT  
4 MIDDLETOWN AVENUE  
EAST HAMPTON AMBULANCE ASSOCIATION**

AGREEMENT by and between the **Town of East Hampton**, a municipal corporation organized and existing under the laws of the State of Connecticut with its territorial limits within the County of Middlesex, acting herein by \_\_\_\_\_, its Town Manager, duly authorized (hereinafter called "Lessor"), and ~~The East Hampton Volunteer Ambulance Association~~ East Hampton Ambulance Association, Inc., a corporation organized and operating under the laws of the State of Connecticut, with its principal place of business in East Hampton, Connecticut, acting herein by \_\_\_\_\_, its President, duly authorized (hereinafter called "Lessee").

In consideration of the terms and covenants contained herein, and other good and valuable consideration, the parties agree as follows:

1. PREMISES.

1.1 Premises. The Lessor hereby leases and demises to the Lessee that parcel of land known as 4 Middletown Avenue, East Hampton, Connecticut, together with all improvements and fixtures therein. Said parcel, improvements, and fixtures are hereinafter called "the Premises". Said parcel is more particularly described in Schedule A attached hereto and made part hereof.

1.2 Utilities. Lessee shall provide and pay the costs of all sewer, water, heat, air conditioning and utilities, including but not limited to electricity, serving the Premises. [This entire paragraph was proposed for removal by one or more Council members.]

1.3 Routine Cleaning. Lessee shall provide and be responsible for all routine cleaning of the Premises, both interior and exterior to the improvements, including waste and trash disposal. [This entire paragraph was proposed for removal by one or more Council members.]

2. TERM.

2.1 Term. The initial term of this Lease shall be for a period of

approximately five (5) ~~ninety-nine (99)~~ years, commencing immediately upon execution and extending until June 30, 2028—~~as of July 1, 2007.~~ unless sooner terminated under the terms and conditions of this Lease. The term of this Lease shall automatically be extended for four (4) successive terms of five (5) years each upon the same terms and conditions unless a party provides written notice as provided herein to the other party at least ninety (90) days before the end of the expiring term that it elects not to renew for an additional term. Should Lessee's corporate existence be dissolved or terminated, this Lease shall automatically expire at such time.

2.2 Notice of Lease. Each party hereto agrees, upon the demand of the other party, to execute and deliver to the other party a Notice of Lease in the form and executed in the manner required by Section 47-19 of the General Statutes of Connecticut, as amended.

3. RENT.

3.1 Basic Rent. Lessee shall pay to Lessor an annual rental of \$1.00 (one dollar) for the Premises, which rental shall be paid on or about July 1 of each lease year.

4. SECURITY DEPOSIT.

4.1 Amount. So long as Lessee is not in default of any term or condition contained herein, Lessor shall not require Lessee to pay a security deposit.

4.2 Application. If the Lessee should default with respect to any covenant, duty or obligation of the Lessee hereunder, then Lessor may require Lessee to pay a security deposit in an amount deemed satisfactory to Lessor in its sole and reasonable discretion. Subsequently, the Security Deposit may be applied by Lessor (without obligation to do so) on the damages sustained or amounts expended by Lessor by reason of any such default. No such application shall be construed as an agreement to limit the amount of Lessor's claim or as a waiver of any damage or release of any indebtedness.

5. USE OF PREMISES.

5.1 Use of Premises. The Lessee covenants and agrees that during the entire Lease Term, the Premises will be used for the purpose of operating and

maintaining an ambulance facility and for no other purpose without the written consent of Lessor.

5.2 Unlawful Purpose. The use of the Premises by Lessee shall be in compliance with all applicable laws, regulations and ordinances of federal, state and local governments. Lessee will not use or allow the Premises or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or certificate of compliance covering the use of the Premises, or any part thereof, or in violation of any permit or license connected with the lease of the Premises, or any part thereof, and will not suffer any act to be done or any condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous (unless safeguarded, as required by law), or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.3 Increase In Insurance Risk. No part of the Leased Premises shall be occupied or used by any person for any purpose or in any manner so as to increase the insurance risk existing as of the date hereof or prevent the obtaining of insurance, or so that, in accordance with any requirement of law or any public authority, Lessor shall be obligated to make any addition or alteration to or in the building.

5.4 Continuous Use of Premises. Lessee shall continuously and uninterruptedly, during the entire Term of this Lease, occupy and use the entire Leased Premises for the purpose or purposes herein specified, and shall continuously use not less than 100% of the Leased Premises for such purposes, except during any time when the Leased Premises may become untenable by reason of fire or any casualty.

5.5 Waste. Lessee will not do or suffer any waste or damage, disfigurement or injury to any portion of the Premises.

5.6 Entry by Lessor. [Except in cases of emergency where entry shall be permitted immediately.](#) Lessee shall permit Lessor or Lessor's authorized representatives to enter the Premises upon 24 hours notice by appointment for the following purposes without business interruption: (1)

inspecting the same; (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of Lessee's failure to make any such repairs or perform any such work or to commence the same within 30 days after written notice from Lessor. Nothing herein shall be deemed or construed as a duty upon the part of Lessor to do any such repairs upon Lessee's default in failing to perform the same.

5.7 Quiet Enjoyment. Lessee shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants, and conditions on Lessee's part to be observed and performed, peaceably and quietly, have and hold the Premises, without hindrance or molestation by any person or persons lawfully claiming by, through or under Lessor, subject, however, to the term of this Lease and to any mortgage, but it is understood and agreed that this covenant and any and all other covenants of Lessor contained in the Lease shall be binding upon Lessor and Lessor's successors only with respect to breaches occurring during Lessor and Lessor's successors respective ownership of the Lessor's interest hereunder. Lessor represents that water service, heat, air conditioning, and sewer service are available at the Premises and are fully functional at the commencement of this Lease.

5.8 Grounds Maintenance. Lessee agrees to keep the ~~parking areas,~~ sidewalks and walkways free of snow and ice, and safe from other ordinary hazards of nature. Additionally, Lessee will be responsible for maintenance of landscaping, including but not limited to mowing ~~and snowplowing.~~ Notwithstanding the foregoing, Lessor will ~~endeavor to snowplow~~ provide plowing and ice control for the entranceway and ~~in front of the garages during heavy storm events and in connection with emergency calls received by Lessee, provided Lessor is not otherwise engaged in~~ plowing Town streets ~~parking areas in accordance with Lessor's normal response procedures for public safety buildings and facilities and provide for the major pruning or removal of trees on the property as determined at the sole discretion of the Town to be necessary.~~ Nothing contained herein shall relieve Lessee of the primary responsibility of ~~snowplowing and~~ keeping the ~~parking areas,~~ sidewalks and walkways free of snow and ice, and safe from other ordinary hazards of nature. This



entire paragraph was proposed for removal by one or more Council members.]

6. ALTERATIONS, REPAIRS AND MAINTENANCE.

6.1 Alterations, Additions, and Improvements. Lessee shall have the right to make improvements to the Premises necessary to permit the Lessee to conduct its business. All such improvements and all other changes, alterations, and additions to the Premises, whether structural or non-structural, as well as the contractors and subcontractors to perform the work, are subject to the prior written approval of the Lessor, which shall not be unreasonably withheld. [This entire paragraph was proposed for removal by one or more Council members.]

6.2 Lessee's Repair Responsibilities. Lessee, throughout the entire term of this Lease, and without notice from Lessor, shall take good care of the Premises and the fixtures and appurtenances therein, and at Lessee's sole cost and expense, promptly make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear, obsolescence and damage from the elements, fire or other casualty, excepted. When used in this section, the term "repairs" shall include all necessary, non-structural replacements and renewals excluding, however, electrical and mechanical repairs. Lessee shall replace, at Lessee's own cost and expense, any and all plate and other glass in the Premises damaged or broken from any cause whatsoever. Lessee shall also, at the Lessee's expense, repair and refurbish the Premises and any non-structural part and portion thereof from time to time to assure that the same are kept in a first class, tenantable and attractive condition throughout the term of this Lease and shall provide or perform ordinary cleaning services for the Premises. [This entire paragraph was proposed for removal by one or more Council members.]

6.3 Lessee's Maintenance Responsibilities. All damage or injury to the Premises or to any other part of the Building of which the Premises forms a part, or to its fixtures, equipment and appurtenances, whether requiring structural or non-structural repairs, caused by or resulting from negligence or misconduct of the Lessee, its servants, agents, employees, contractors or invitees, shall be repaired promptly by

the Lessee, at Lessee's sole cost and expense, in a good workman-like manner according to prevailing building and fire codes and similar regulations. The Lessee shall also repair all damage to the Building and the Premises caused by the moving of the Lessee's fixtures, furniture or equipment. Lessor shall be consulted by Lessee in advance of any such repairs necessitated by this Section 6.3. [This entire paragraph was proposed for removal by one or more Council members.]

6.4 Lessee's Failure to Repair. If Lessee fails after 10 days notice to proceed with due diligence to make repairs required hereunder to be made by Lessee, the same may be made by Lessor, at the expense of Lessee and the expenses thereof incurred by Lessor shall be collectable as additional rent, after rendition of a bill or statement therefore. There shall be no allowance to Lessee for a diminution of rental value and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to business arising from Lessor, or others, making or failing to make any repairs, alterations, additions or improvements in or to any portion of the Building or in and to the fixtures, appurtenances or equipment thereof. [This entire paragraph was proposed for removal by one or more Council members.]

6.5 Lessor's Maintenance and Repair Responsibilities. Lessor shall maintain and shall promptly make all electrical and mechanical repairs and all structural repairs to the Premises, which structural repairs are specifically defined as follows: repair of the roof, foundations, exterior walls of the Building and parking areas, fire alarms, emergency lighting, well and water treatment system, garage doors and associated components, generator, ~~and~~ sewer grinder pump, windows, doors and plumbing except as provided in paragraphs 6.2 and 6.3 herein. Lessor shall also be responsible to perform annual servicing and maintenance and repair of the HVAC system and other systems requiring annual or other routine maintenance.

6.6 Lessee's Responsibility to Provide Notice of Structural Defects. Lessee shall give Lessor prompt notice of any defective condition in any structural member of the Building, and following such notice, Lessor shall remedy the condition with due diligence, but at the expense of Lessee, if such repairs are made necessary

by damage or injury attributable to the negligence or misconduct of Lessee, Lessee's servants, agents, employees, contractors or invites. Lessor shall not be liable for failure to make such repairs unless, after receipt of notice from Lessee as to the need for such repairs, Lessor fails to make the repairs within a reasonable time.

6.7 Liens. With regard to any alterations or repairs made by Lessee pursuant to this Lease, Lessee shall indemnify and hold Lessor harmless from any claims for material or labor or workers compensation claims in connection therewith, and Lessee shall have no authority on behalf of Lessor to give anyone the right to place a lien on said Premises, or any part thereof, or the Property of which the Premises is a part, and should any such lien be placed, Lessee shall have the same removed or bonded for promptly, and upon failure to do so, Lessor may take whatever steps are necessary to have the same removed or bonded for and the cost thereof including attorneys' fees, shall be paid by Lessee to Lessor as additional rent. [This entire paragraph was proposed for removal by one or more Council members.]

6.8 Limitation Upon Lessor's Liability. Except in case of negligence caused solely by Lessor and/or Lessor's failure to perform its repair responsibilities pursuant to Section 6.5 herein, Lessor shall not be liable for any damage or injury to any property of Lessee or of any other person, from water, rain, snow, ice, sewerage, gas or electricity which may leak into or issue or flow from any part of said Premises, or of the Building of which the Premises forms a part, or from the bursting, breaking, obstruction, leaking or any defect of any of the pipes or plumbing appliances or from electric wiring or other fixtures on said Premises, or the Building of which the Premises form a part, or from the condition of said Premises, or of the Building of which the Premises forms a part, or from the street or subsurface.

## 7. INSURANCE.

7.1 Extended Coverage to be Provided by Lessor. Lessor, throughout the entire Term of this Lease, shall keep the Building, of which the Premises forms a part, insured against loss or damage by fire and against loss or damage by other risks now embraced by "Extended Coverage", so-called, and such other risks or hazards as are customarily insured against at the time in connection with buildings of similar type in the locality, with due regard to the type of construction, use, and occupancy.

7.2 Public Liability Insurance to be provided by Lessee. Lessee, at Lessee's sole cost and expense shall, throughout the entire Term of this Lease, maintain general public liability insurance against claims for bodily injury, death or property damage, occurring upon, in or about the Premises, in the amount of at least two million dollars (\$2,000,000) per occurrence, such insurance to afford immediate protection, at the time of the commencement of the Term of this Lease. Lessor may from time to time review the public liability insurance requirements and require Lessee to increase the amount of the coverage upon thirty days written notice to Lessee.

Lessee may request that Lessor purchase such insurance if Lessor can obtain said insurance at a lesser cost than Lessee, provided that said request from Lessee shall be provided to Lessor in writing, and provided further that if Lessor grants said request and purchases such insurance, Lessee shall reimburse Lessor for the cost of same within thirty days of presentation of an invoice for same.

7.3 Insurance to be provided by Lessee. Lessee shall maintain fire and property damage insurance with extended coverage endorsements covering all of Lessee's fixtures, furniture, furnishings, floor coverings, and equipment in the Premises to the extent of at least 80 percent of their replacement cost. Lessor shall have no obligation to replace, restore or repair any fixtures or personal property installed in or improvements made in the Leased Premises by Lessee.

7.4 Additional Insured Parties. All policies of insurance provided for in this Section shall be carried in favor of Lessor, Lessee, and any mortgage lender named by Lessor, as their respective interests may appear, as additional insured parties. Lessee shall furnish Lessor with certificates indicating such coverage on at least an annual basis.

7.5 Qualifications of Insurers. All insurance provided for in this Lease shall be valid and enforceable policies of insurers of recognized responsibility, and who are authorized to do business in Connecticut.

7.6 Unavailability of Coverage. If any of the insurance provided for in this section should be unobtainable through no act or omission on the part of Lessee, and if the Lessee shall obtain the maximum insurance obtainable and shall promptly

give notice to Lessor of the extent of Lessee's inability to obtain any insurance required to be maintained hereunder, then the failure of the Lessee to procure and maintain such insurance as is unobtainable, as aforesaid, shall be excused; provided, however, that the Lessor shall have the right to procure such insurance up to the maximum limits provided for herein and to charge the Lessee with the cost and premiums therefore as additional rent payable by the Lessee under this Lease.

7.7 Notice. All policies to be obtained by Lessee hereunder shall contain an agreement by the insurers that such policies shall not be cancelable without at least 30 days prior written notice to Lessor.

8. DESTRUCTION OR CONDEMNATION.

8.1 Fire and Other Casualty. In the event that the Premises or any part thereof shall, while this Lease continues, be partially destroyed by fire or other casualty to the extent of less than 50% of the value of the Premises, then Lessor shall forthwith repair, rebuild or restore the Premises as speedily as is practicable to a state substantially similar to that before said damage or destruction. In the event that the Premises shall be partially destroyed by fire or other casualty to the extent of 50% to 100% of the value of the Premises, Lessor shall have the option to rebuild and shall give notice to the Lessee of Lessor's election within 30 days of such damage and destruction.

9. FIXTURES.

9.1 Removal at expiration of Lease at Lessee's Option. At the expiration of the Lease Term, Lessee may remove removable signs, fixtures, furniture, furnishings, removable floor coverings, and equipment in and from the Premises at its own cost and expense, but not including ducts, conduits, wiring, pipes, paneling or other such wall coverings and affixed floor coverings, provided such removal is made prior to the termination of the Lease and such removal can be effected without substantial damage to the premises or the Building of which the Premises are a part, and Lessee promptly repairs such damage as may be caused by said removal.

9.2 Removal at expiration of Lease at Landlord's Option. If Lessor requests in writing, Lessee shall, by the expiration of this Lease, remove removable

signs, fixtures, furniture, furnishings, removable floor coverings, and equipment in and from the Premises at its own cost and expense and shall promptly repair such damage as may be caused by said removal.

9.3 Fixtures to be Surrendered. All such removable signs, fixtures, furniture, furnishings, removable floor coverings, and equipment which are not removed in accordance with either of the preceding sections 9.1 and 9.2, and any addition or alteration to the Premises, including those made with the written consent of Lessor, shall become the property of Lessor, and shall remain upon and be surrendered with the Premises upon Lease expiration, Lessee waiving any and all rights to payment or compensation therefore.

10. LESSOR'S REMEDIES.

10.1 Breach by Lessee. The following shall constitute a material default and breach of this Lease by Lessee:

(a) Default in the payment of rents reserved hereunder for a period of 10 days after any of the rents shall become due and payable as aforesaid and after Lessor has given written notice of such default without payment by Lessee within 10 days after such notice.

(b) Default in any performance of the other covenants and agreements herein contained to be kept and fulfilled on the part of the Lessee for a period of 30 days after written notice of such default is given by Lessor to Lessee without action by Lessee to remedy such default to conclusion with reasonable diligence within 60 days of such notice, or such longer time as Lessor shall allow in its sole judgment.

(c) Assignment of property for the benefit of creditors or if a receiver, trustee, or assignee for the Lessee shall be appointed for Lessee's property or if Lessee shall be declared bankrupt or insolvent according to law or if any bankruptcy proceeding shall be commenced by or against Lessee.

(d) Abandonment or vacating of the leased premises for a period of 10 or more consecutive days, except where the Premises has been subject to a casualty as defined herein.

10.2 Remedies and Damages.

(a) Upon a breach or default by Lessee which is not cured pursuant to the terms hereof, Lessor shall have the right, at Lessor's option and without prejudice to Lessor's rights hereunder, to terminate this Lease and to re-enter and take possession of said Premises and expel Lessee and Lessee's property, or Lessor, without such re-entry, may recover possession of said Premises in the manner prescribed by the Statutes relating to Summary Process, and any demand for rent, re-entry for condition broken, and any and all Notices to Quit, or other formalities of any nature, to which the Lessee may be entitled, in such event, are hereby specifically waived.

(b) After default made in any of the covenants contained herein, the failure to re-enter by the Lessor shall not be held to be a waiver of Lessor's right to terminate this Lease, and the Lessor may re-enter and take possession thereof.

10.3 Injunctive Relief. In the event of a breach or threatened breach by Lessee of any of the covenants or provisions of this Lease, Lessor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for.

10.4 Provisions Not Exclusive. Any and all rights and remedies herein created for the Lessor shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Lessor would otherwise have by law.

10.5 Indemnification. Except as to injury, death or property damage proximately caused solely by the negligence of Lessor for which Lessor is legally liable, Lessee shall defend, indemnify and save harmless Lessor and Lessor's officers, agents and employees against and from all liabilities, loss, suits, actions, damages, liability and expense, penalties, claims, costs, fines, orders, decrees and judgments, and from any and all costs and expenses, including reasonable attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor, or Lessor's agents or employees by reason of, or in any way arising out of the Lessee's use or occupancy of the Premises, or any part thereof after the execution of this Lease, or occasioned wholly

or in part by any negligent act or omission or misconduct of Lessee, or Lessee's agents, contractors, employees, servants, invitees, or licensees.

10.6 Limitation of Lessor's Liability.

(a) Lessee and all those claiming by, through or under Lessee shall store their property in and shall occupy and use the Leased Premises and any improvements therein and appurtenances thereto and all other portions of the Building solely at their own risk and Lessee and all those claiming by, through or under Lessee hereby release Lessor from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof.

(b) Lessor and Lessor's agents or employees shall not be responsible or liable at any time to Lessee, or to those claiming by, through or under Lessee, for any loss of life, bodily or personal injury, or damage to property, or damage to business or business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

(c) Lessor and Lessor's agents and employees shall not be responsible or liable at any time for any defects, latent or otherwise, in the Building or improvement in the Building or any of the systems, equipment including plumbing, heating or air conditioning systems, equipment including plumbing, heating or air conditioning, electrical wiring or insulation thereof, stairs, porches, railings or walks, machinery, utilities, appliances or apparatus therein, nor shall Lessor be responsible or liable at any time for loss of life or injury or damage to any person or to any property of Lessee, or those claiming by, through or under Lessee, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of sewer pipes, downspouts, tanks, tubs, water closets, waste pipe, drain or other pipes, or caused by water, steam, gas, sewage, snow or ice in any part of the Premises, or caused by or resulting from injury done or occasioned by wind, rain,



snow or leakage of water or from the interruption in the supply of any utilities, acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of the Building or improvements in the Building, including the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein or from broken glass, water, snow or ice coming through the roof, doors, windows, walks or other place or the falling of any fixtures, plaster, tile, stucco or other matter, or any equipment, or appurtenance becoming out of order or repair or interruption of any service.

10.7 Condition of Premises Upon Termination. Upon expiration or other termination of this Lease, Lessee shall quit and surrender the Premises broom cleaned and in good condition as reasonable use and wear thereof will permit.

## 11. GENERAL PROVISIONS.

11.1 Waiver. No waiver of any provision of this Lease shall be effective unless in writing signed by the waiving party. One or more waivers of any covenant or condition by Lessor or Lessee shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Lessor to or of any act by the Lessee requiring the Lessor's consent or approval shall not be construed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent similar act by the Lessee.

11.2 Entire Agreement - Amendment. This Lease constitutes the entire agreement of the [parties](#), and no oral statement or prior written matter shall have any force or effect on this Lease. [Further, this Lease Agreement shall supersede and replace any previous lease agreement between the parties pertaining to the Premises.](#) Lessee and Lessor agree that they are not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified except by a writing subscribed by all parties, nor may this Lease be cancelled by either party except with the written consent of the other, unless otherwise specifically provided herein.

### 11.3 Rights of Successors and Assigns - Subletting.

(a) The covenants, conditions, and agreements contained in this Lease

shall bind and inure to the benefit of the Lessor and the Lessee and their respective successors and assigns.

(b) The Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of the Lessor. No consent of the Lessor given pursuant to this paragraph shall relieve the Lessee of Lessee's obligations under this Lease.

11.4 No Personal Liability. It is specifically understood and agreed that there shall be no personal liability on Lessor in respect to any of the covenants, conditions, or provisions of this Lease. In the event of a breach or default by Lessor of any of Lessor's obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Premises for the satisfaction of any Lessee's claim.

11.5 Release of Lessor. If Lessor sells or otherwise disposes of Lessor's interest in the Leased Premises, or the Building of which it is a part, Lessor shall from the date of such sale or disposition, be released from any liability under the Lease.

11.6 Waiver of Jury Trial. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES UNDER OR ARISING OUT OF THIS LEASE, THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

11.7 Prejudgment Remedy Waiver. LESSEE HEREBY ACKNOWLEDGES THAT THIS INSTRUMENT IS PART OF A COMMERCIAL TRANSACTION AND, AS SUCH, HEREBY WAIVES ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THE HOLDER HEREOF MAY BE ENTITLED UNDER ANY PROVISION OF FEDERAL OR STATE LAW.

11.8 Fees and Expenses. Lessee shall pay to and reimburse Lessor for all reasonable costs, attorney's fees and expenses incurred by Lessor in enforcing or defending the covenants, terms and conditions of this Lease.

11.9 Notices. Any notice or demand which, under the terms of this Lease or under any statute, must or may be given by the parties hereto, shall be in writing and shall be given by (a) Certified Mail, return receipt requested, (b) facsimile

transmission, confirmed in writing by mail or (c) personal delivery confirmed by the delivery service, addressed to the respective parties as follows:

TO THE LESSOR:  
Office of the Town Manager  
East Hampton Town Hall  
1 Community Drive  
East Hampton, CT 06424  
Tel: ( 860) 267-4468  
Fax: (860) 267-1027

With a copy to:  
Office of the Town Clerk  
East Hampton Town Hall  
1 Community Drive  
East Hampton, CT 06424  
Tel: ( 860) 267-2519  
Fax: (860) 267-1027

TO THE LESSEE:  
President  
~~East Hampton Volunteer Ambulance Association~~[East Hampton Ambulance Association, Inc.](#)  
4 Middletown Avenue  
P.O. Box 144  
East Hampton, CT 06424

Such notice or demand shall be deemed to have been given when received by the party to whom it is given. The above addresses may be changed at any time by giving five days prior written notice as above provided.

11.10 Broker. The parties represent to each other that neither has negotiated with any real estate agent or broker in connection with this Lease.

11.11 No Partnership or Joint Venture. Nothing in this Lease nor any action taken pursuant to it shall be construed to create a partnership or joint venture between Lessor and Lessee for any purpose.

11.12 Covenants and Conditions. Each provision of this Lease to be

performed by the Lessee shall be construed as both a covenant and a condition.

11.13 Severability. If any provision of this Lease is held to be invalid or unenforceable for any reason, the remaining provisions of this Lease shall not be affected by such determination and shall remain in full force and effect.

11.14 Number. Whenever herein the singular number is used, the same shall include the plural.

11.15 Captions. The captions at the beginning of the various paragraphs or provisions of this Lease are for convenience or reference only and shall not define or limit the terms of such paragraphs or provisions in any manner.

11.16 Governing Law. This Lease, in all respects, shall be construed and enforced under the laws of the State of Connecticut.

11.17 Joint Effort. The preparation of this Lease has been the joint effort of the parties and the resulting document shall not be construed more severely against one of the parties than the other.

11.18 Counterparts. This Lease shall be executed simultaneously in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Witnessed by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

THE TOWN OF EAST HAMPTON

By: \_\_\_\_\_  
David E. Cox  
Its Town Manager Duly Authorized

Witnessed by:

LESSEE  
THE ~~EAST HAMPTON~~  
~~VOLUNTEER AMBULANCE~~  
~~ASSOCIATION~~ EAST HAMPTON  
AMBULANCE ASSOCIATION,

INC.

By: \_\_\_\_\_  
Its President Duly Authorized

STATE OF CONNECTICUT

: ss. East Hampton

DATE

COUNTY OF MIDDLESEX

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged being the Town Manager of the Town of East Hampton, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of said Town as such officer.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT

ss. East Hampton

DATE

COUNTY OF MIDDLESEX

Before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged being the President of the ~~East Hampton Volunteer Ambulance Association~~East Hampton Ambulance Association, Inc., and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such officer.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

## Schedule 'A'

A certain piece or parcel of land together with all appurtenances thereon, situated in the Town of East Hampton, County of Middlesex and State of Connecticut, known as 4 Middletown Avenue and also known as Lot "A" on a map entitled, "Property of Crawford C. Allen, Jr. & Norma P. Allen Middletown Ave. East Hampton, Ct. Prepared for Michele M. Mazzotta and Christine E. Trumbull Scale 1"= 40' Aug. 11, 1990 Joseph Kirkup, LS. Colchester, Ct.", which map or plan is on file in the Office of the Town Clerk of East Hampton to which reference may be had for a more particular description of said Lot "A". Said Lot "A" is more particularly bounded and described as follows:

- NORTHERLY: By land now or formerly of Voehler, a distance of Four Hundred Seventy-Nine and Eighty-Seven One-Hundredths (479.87) feet;
- EASTERLY: By land now or formerly of Garneau, a distance of Two Hundred Thirteen and Sixty-Two One-Hundredths (213.62) feet;
- SOUTHERLY: By Middletown Avenue (Route 16), a distance of One Hundred Ninety-Six and Twenty-Two One-Hundredths (196.22) feet;
- WESTERLY: By Lot "B" as shown on said map, a distance of One Hundred Forty-Nine and Sixty-One One-Hundredths (149.61) feet;
- SOUTHERLY AGAIN: By Lot "B" as shown on said map, a distance of Two Hundred Ninety Nine and Thirty-Five One-Hundredths (299.35) feet;
- WESTERLY AGAIN: By Lot "B" as shown on said map, a distance of One Hundred Fifty-Three and Twenty-One One-Hundredths (153.21) feet.

Together with the rights set forth in a Sewer Easement from Newton A. Clark, Jr. and Stephen H. Clark in favor of The East Hampton Ambulance Association, Inc. dated July 14, 2003 and recorded on August 6, 2003 in Volume 383 at Page 338 of the East Hampton Land Records. Said premises are subject to building lines, if established, and any and all provisions of any ordinance, zoning regulation, governmental regulation, or private or public law.

Being the same premises conveyed to the Grantor herein by Warranty Deed from The East Hampton Ambulance Association, Inc. dated January 30, 2004 and recorded on May 4, 2004 in Volume 402 at Page 181 of the East Hampton Land Records.

## Town of East Hampton

**01. GENERAL REQUIREMENTS**01.01 Introduction

The following document shall be known as the East Hampton Street Standards, Town of East Hampton, Connecticut.

The adoption of these Standards is for the purpose of promoting the public health, safety and welfare; to ensure protection of the public against the dangers of unsafe road; to ensure protection of the use, value and enjoyment of premises adjoining roads; and to ensure the protection of the Town against costs and expenses in the repair and maintenance of roads after acceptance which are avoidable through careful planning, appropriate design and competent construction. These Standards are and have been adopted pursuant to the East Hampton Road Ordinance and pursuant to the authority conferred upon the Council by Section 13a-71 of the Connecticut General Statutes.

01.02 Use of Standards

The East Hampton Street Standards shall govern the construction and improvements of all roads, drainage structures, appurtenances, and bridges presented or designed to be presented for acceptance and maintained by the Town of East Hampton. As applicable, these Standards are also to be used in conjunction with work within Town ~~right-of-ways~~rights-of-way and for work required as a result of an approved subdivision or site plan from the East Hampton Planning and Zoning Commission.

01.03 General Prohibitions*01.03.01. Use of Land as a Road (Public)*

No person(s) owning land within the Town shall permit the same to be used by the public as a road.

*01.03.02. Use of Land as a Road (Private)*

No person(s) owning land within the Town shall permit same to be used by any person as a road, other than a driveway, which connects with any Town road unless he shall erect and maintain at all such intersections with a Town road either:

1. Gate - a gate or other obstruction effectively barring the public from using such road; or,
2. Sign - a conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

Construction of Road (Public) - No person shall commence construction of any road which is then intended to be opened, at any future time, to the public unless approval of the location, layout, design and construction plans therefore shall have been previously granted by the Town.

Construction of Road (Private) - No person shall commence construction of any road, other than a driveway, which is not then intended to be opened to the public unless he shall:

1. Notify the Town - Previously notify the Town in writing of his intention to commence such construction stating:
  - a. The road will be constructed on a separate parcel with appropriate access easements or other legal rights to the parcel such as joint ownership along with the ~~The~~ name of the owner(s) of the land upon which such proposed road is to be constructed;
  - b. The location and layout off such proposed road specifying any Town road or roads with which such proposed road will connect;



- c. That such proposed road is not intended to be opened to the public or offered for acceptance as a Town road;
  - d. That such proposed road will serve not more than [five or seven; to be decided by Council] individual parcels;
  - e.e. That the adjacent parcel owners will bear the responsibility for ongoing operation, maintenance, repair and replacement of the road and associated facilities along with a statement of the plan for meeting the financial obligations of the aforementioned activities.
2. Gate or Sign - Erect and maintain at all intersections with any Town road either:
- a. A gate or other obstruction effectively barring the public from using such road; or,
  - b. A conspicuous sign, facing the Town road, clearly stating in bold letters that such road is a private way and is not open to the public.

#### 01.04 References

The State of Connecticut, Department of Transportation's "Standard Specifications for Roads, Bridges and Incidental Construction"; Form 814A, 1995 issue, (or latest edition and any subsequent supplements or issues), shall be considered part of these Standards. Engineers and contractors working on projects in the Town of East Hampton shall be expected to have a copy available for their reference.

Other references, as noted in such section of these specifications, are frequently utilized in design and construction in Connecticut. The listing of these references is not intended to limit the use of other acceptable design and construction methods.

#### 01.05 Standard and Alternate Designs

##### *01.05.01 Design Standard*

These Standards shall be considered to be the minimum design standards acceptable and the Town Council shall have the right to vary these requirements as the situation dictates.

No road constructed for private use may be presented to the Town for acceptance at any time after the effective date of these Standards, unless constructed in accordance with these Standards.

These Standards are intended to provide for the best possible design and construction of public improvements in terms of service, safety, economy, and ease of long-term maintenance. The Standards take into consideration the average conditions encountered within the Town of East Hampton. Special designs are expected to be prepared for projects where unusual or extreme conditions are encountered.

##### *01.05.02 Standard Drawings*

Typical Street Cross-Section Layout - Curbing  
Typical Street Cross-Section Layout - Surface Drainage  
Turnaround Layout  
Improvement to Existing Street  
Existing Street Pavement Repair  
Typical Underdrain Detail  
Typical Curtain Drain Detail  
Typical Timber Guiderail Detail  
Sidewalk Detail  
Residential Driveway Detail - Curbing  
~~Residential Driveway Detail - Surface Drainage~~

01.05.03 *Alternate Designs*

Alternate designs for proposed improvements ~~may~~may be submitted to the Town Council or its authorized agent. However, the Town Council is under no obligation to approve any variations of the design standards as set forth in these Standards.

## Town of East Hampton

### PLANNING AND ZONING OFFICIAL

The Planning and Zoning Official is the local government official responsible for administering and enforcing the zoning code and land development regulations, including the issuance of zoning permits. The Planning and Zoning Official frequently has to interpret provisions of the code as they apply to many specific situations.

#### General Description

As head of Planning, the Planning and Zoning Official is responsible for the coordination of land use activities in Town, including, but not limited to routinely working with the Town Manager, Planning and Zoning Commission, Inland Wetlands and Watercourses Agency, and the Conservation Commission, Economic Development Commission, Zoning Board of Appeals, as well as the Conservation Lake Commission, Economic Development Commission, Water Pollution Control Authority and Sewer Commission, Housing Authority, Park and Recreation Commission and other land use boards, commissions and agencies as necessary. The Planning and Zoning Official will attend agency meetings as required. The Planning and Zoning Official coordinates planning activities among building, health, public works, public safety, and school departments, as well as coordinates and provides guidance on local, regional, state and federal policies where possible. Works under the general direction of the Town Manager, and in matters of staff assistance, works with the Planning and Zoning Commission and other land use boards as needed. The Planning and Zoning Official shall be responsible for monitoring compliance with land use laws/ordinances, subdivision regulations and zoning regulations and works as the zoning enforcement/wetlands officer in providing information and technical assistance and guidance.

#### Supervision Received

The Planning and Zoning Official reports to and works under the general direction of the Town Manager.

#### Supervision Exercised

Supervises assigned staff.

#### Essential Duties and Responsibilities

- Receives and reviews subdivision/zoning applications, wetlands applications and all other planning and zoning commission applications and evaluates site plans.
- Refers plans to other officials for comment as required, consults with Town Engineer, public works and state agencies as necessary.
- Provides technical assistance to the Town Manager, including research, grant application assistance, and other duties as required.
- Attends regularly scheduled meetings of the Planning and Zoning Commission, and Inland Wetlands and Watercourses Agency, and Zoning Board of Appeals- Conservation Commissions as staff assistant.
- May attend other board/commission/agency meetings as required.
- Recommends specific revisions and updates of Plan of Development
- Promotes open space/conservation/and balanced d planning issues in Town.
- Enforces both land use and inland wetland regulations.
- Investigates complaints and issues enforcement of regulation violations.
- Performs all other duties as a land use staff assistant to the Town Manager.
- Performs related work as required.

### **Nonessential Duties**

Assists Town staff in other related municipal projects. Works in conjunction with the land use boards and commissions.

### **Knowledge, Skills and Abilities**

- Thorough knowledge of land use planning and those issues confronting a growing rural/suburban community.
- Considerable ability to interpret state and local regulations, laws, and ordinances.
- Ability to interpret plans and specifications and work with engineers, surveyors and other land use/development professionals.
- Ability to monitor and evaluate projects, sites and development proposals to ensure that the interests of the Town are safeguarded.
- Strong writing and oral expression abilities.
- Ability to deal effectively with associates, subordinates, the general public and others contacted in performance of duties.
- Excellent organizational and coordination skills.

### **Preferred Qualifications**

Master's degree in planning and minimum one-year experience in a similar position [along with preferred](#). ~~Supervisory~~ [supervisory](#) experience and proven experience in budget preparation [required preferred](#). Other combinations of education and experience may be considered.

### **Special Requirements**

- Excellent organizational skills.
- Team player and motivator.
- Ability to interact successfully with staff, Town Officials, volunteers and the public.
- Computer literacy required.
- [Must possess and maintain a valid Connecticut driver's license and good driving record.](#)
- [Must obtain CAZEO certification within one year of hiring date in accordance with State Statute.](#)

### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed in office settings and outdoor work is required in the inspection of various land use developments and construction sites. Some evening and weekend work will be required. Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job the employee is frequently required to talk; sit; use hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee is required to stand and walk on uneven ground and through wooded and bushy areas and constructions sites. The employee is required to climb or balance; stoop; kneel, crouch or crawl and smell and must be in good physical condition. Must be able to speak and hear clearly. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

### **Work Environment**

The work environment characteristics described here are representative of those and employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to traverse rough terrain during site and construction inspections. Must take protective measures when on construction

sites and occasional exposure to extreme weather conditions. The employee may work in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles. The noise level in the work environment is usually quiet in the office and moderate to loud in the field. Must be able to concentrate on fine detail with some interruption. Frequent driving.

**General Guidelines**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



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

September 26, 2023

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 sixteen (16) refunds totaling \$3,217.20.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

	0. <input type="checkbox"/>
	34.89 <input type="checkbox"/>
	216.35 <input type="checkbox"/>
	11.62 <input type="checkbox"/>
	148.44 <input type="checkbox"/>
	152.89 <input type="checkbox"/>
	468.14 <input type="checkbox"/>
	347.16 <input type="checkbox"/>
	146.20 <input type="checkbox"/>
	538.22 <input type="checkbox"/>
	200.73 <input type="checkbox"/>
	53.76 <input type="checkbox"/>
	94.98 <input type="checkbox"/>
	123.35 <input type="checkbox"/>
	623.23 <input type="checkbox"/>
	44.16 <input type="checkbox"/>
	13.08 <input type="checkbox"/>
016	3,217.20 <input type="checkbox"/>