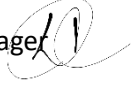


MEMORANDUM

TO: Town Council

FROM: David E. Cox, Town Manager 

DATE: February 23, 2023

SUBJECT: Agenda Information – 2/28/2023

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.

7 Bids and Contracts

7a Consideration of a contract for Police Department maintenance and towing services – The Council is asked to consider award of a one-year contract to Belltown Motors for towing, maintenance and repair of Police Vehicles. Two proposals were received from Monaco Ford of Glastonbury and Belltown Motors. Based on the proposals and the long-term relationship with Belltown Motors, the recommendation is to award the contract to Belltown Motors. Estimated value of work performed under the contract is \$20,000.

Recommendation: Approve award of the contract to Belltown Motors.

8 Resolutions/Ordinances/Policies/Proclamations

8a Consideration of an Ordinance implementing additional tax relief programs - After the public hearing on the draft ordinance, the Council will continue its review of the optional tax relief programs available to property owners in the community and will consider a final version of the ordinance for adoption. In follow up to Council's discussion at its last meeting, some recommended changes are being proposed to the ordinance that are intended to clarify the language related to the conditions or actions that constitute a "line of duty death" for the program related to the surviving spouse of a public safety professional.

Recommendation: Adopt the ordinance

8b Consideration of a Resolution establishing the required committee related to an additional tax relief program – After discussion, it is clear the Council desires to conceive additional relief programs. Although it may not have been clear with all of the material and discussion, it is possible for the Town to take advantage of section 12-129n of the State Statutes, which allows the Town to create and adopt a relief program after development and review by a committee and review by the Board of Finance. Such a program has few limitations and may be conceived however the Council feels is appropriate. A Resolution implementing the review, is scheduled for consideration by the Council. The Council may

decide whether the committee “consisting of not less than five resident taxpayers” will be the Council acting as a committee of the whole or will be other resident taxpayers. The committee will develop and consider the impact of the proposed plan on Town tax revenue and will present that to the Board of Finance for its review. The program is allowed to address providing relief for homeowners who are seniors or have permanent disabilities.

Recommendation: Consider and adopt a version of the Resolution.

9 Continued Business

9b Discussion and possible action related to ambulance services - The Council is asked to consider various matters related to ambulance service including follow up and responses to questions asked related to the operational review performed by the Association and a recent budget request for an additional \$173,000 for the Association from the Town to support its operations.

Recommendation: Determine the next steps and advise regarding the budget request.

10 New Business

10a Consideration of a proposal to pave portions of two unimproved roads – The Council is asked to consider a proposal from Department of Public Works Director Walsh to pave portions of both Old Clark Hill Road and Bear Swamp Road to address near constant maintenance issues caused by the type of wear the road receives or stormwater flow. As described in Director Walsh’s memo, the work would be performed by Town Staff with the cost of materials being covered by funds the Town holds for improvements to unimproved roads. The fund currently has approximately \$101,000 received through the State’s Town Aid for Roads.

Recommendation: Approve paving of the unimproved portions.

10b Consideration of Police Department General Orders – The Council is asked to review and consider updates to three (3) existing General Orders as described in Chief Woessner’s memorandum. The policies are being updated to reflect existing practices and changes directed by the Police Officer Standards and Training (POST) Council and as part of the Department’s ongoing preparations for meeting the Accreditation Standards.

Recommendation: Approve the General Orders.

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, February 14, 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 and Alison Walck and Town Manager David Cox

Call to Order & Pledge of Allegiance

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

Adoption of Agenda

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

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 January 28, 2023 as written. Voted (7-0)

Public Remarks

JoAnn Hewitt, 120 Hog Hill Road, commented that she would like to see pickleball courts at Sears Park.

Joe Sabat, Bellevue Street, commented in support of pickleball at Sears Park.

Eric Rosenberg, 15 Bay Road and Chairman of the Commission on Aging, commented his concern about a rumor of the library expanding into the Senior Center. He doesn't want to lose the center or diminish services for older adults.

Cindy Craig, volunteer at the Senior Center, does not want to lose the Senior Center and supports an upgrade.

Jo Ann Ewing, Senior Center Director, noted her concerns about the library expanding into the Senior Center. If there were any plans, the seniors should be involved. The article in the Rivereast on February 3 was perceived as a threat by the seniors.

Sali Cosford Parker, 30 Main Street, noted her concerns about the survey being proposed by the Library. She feels changes should be made so that good data is obtained.

Presentations

None

Bids & Contracts

None

Resolution/ Ordinances/ Policies/ Proclamations

None

Continued Business

Sub-Committee Reports & Updates

Mr. Cox reported that the Water Sub-Committee will be meeting the week of February 20th with the engineers.

Mr. Reich reported that the Middle School Roof Committee will have their first meeting on February 27th at 9:00am.

Follow-Up Discussion and Possible Action Regarding Tax Relief Programs Including Establishing a Public Hearing Date

Mr. Cox provided a review of the changes to the proposed ordinance regarding tax relief programs. Discussion included whether the line under Line of Duty Death should include “Travel to and from the place of business is not considered in the line of duty.”

A motion was made by Mr. Peterson, seconded by Mr. Feegel, to leave the line “Travel to and from the place of business is not considered in the line of duty” in the document. Voted (5-2) Mr. Brown and Mr. Goff voted against.

Council members also agreed to adjust section 278-54 to include a 0% interest rate.

A motion was made by Ms. Walck, seconded by Mr. Goff, to set a Public Hearing on Tuesday, February 28, 2023 during the regular Town Council meeting for the ordinance amendment. Voted (7-0)

New Business

Consideration and Possible Action Regarding Library Strategic Plan Survey

Library Director Tim Kellogg provided an overview of the proposed survey to assist in the process of developing the Strategic Plan for 2023-2026. The Library Advisory Board has approved the survey. Council members expressed their concerns on portions of the survey including building initiatives and the timing of when any kind of library project would be done noting the survey information could be out of date by that time.

A motion was made by Ms. Walck, seconded by Mr. Feegel, to postpone the Library Strategic Plan Survey indefinitely. Voted (5-2) Mr. Brown and Mr. Reich against.

Consideration and Possible Action Regarding RFP for Watershed Projects

Mr. Reich recused himself from this item as he is on the Edgemere Condominium Board.

Mr. Cox provided an overview of the RFP for the Watershed Improvement Project #7 & 8. The memo from Parks & Recreation Director Jeremy Hall that outlines the projects will be included with the minutes filed in the Town Clerk’s Office.

A motion was made by Mr. Goff, seconded by Ms. Walck, to approve the RFP for the Watershed Projects #7 & 8 as presented. Voted (7-0)

Consideration and Possible Action Regarding Police Department Policies/General Orders

- 1) General Order 2.1 - Organizational Structure**
- 2) General Order 2.6 - Organization and Management**
- 3) General Order 5.9 - Traffic Enforcement**
- 4) General Order 5.10 - Securing Prisoners**

- 5) **General Order 5.16 - Marine Patrol Operations**
- 6) **General Order 8.1 - Recruitment**
- 7) **General Order 9.1 - Training-Administration**

Police Chief Dennis Woessner provided an overview of the seven General Orders being submitted for approval.

A motion was made by Ms. Walck, seconded by Mr. Peterson, to approve General Orders 2.1, 2.6, 5.9, 5.10, 5.16, 8.1 and 9.1 as presented. Voted (7-0)

Town Manager's Report

Mr. Cox provided his written report for the Council members which will be included with the minutes filed in the Town Clerk's Office. He also noted he attended a meeting at the RiverCOG. Congressman Joe Courtney was in attendance regarding a federal grant that could be used to develop roadway safety projects. The RiverCOG can prepare documents regionally which could include the Route 66 corridor, sidewalk improvements or better service for MAT transit.

Appointments

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

- Ethics Commission – Mary Krogh
- Park & Rec Advisory Board – Natalie Hurt

Voted (7-0)

Tax Refunds

A motion was made by Ms. Walck, seconded by Mr. Goff, to approve tax refunds in the amount of \$26,209.37. Voted (7-0).

Public Remarks

Marty Swan, EH Volunteer Fire Department, commented that the CT Firefighters Association covers firefighters for 24 hours after a call in Line of Duty deaths.

Communications, Correspondence & Announcements

- a. January 2023 Board & Commission Summary
- b. State of CT Drinking Water Section – Well Permit Application – Edgewater Hill
- c. Eversource Infrastructure Updates – East of Hurd Park

Council members received the documents listed above. Mr. Philhower also noted that Terry Concannon resigned from the Housing Authority Board.

Adjournment

A motion was made by Mr. Peterson, seconded by Mr. Brown, to adjourn the meeting at 7:50pm. Voted (7-0)

Respectfully Submitted,

Cathy Sirois
Recording Clerk



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



Dennis Woessner
Chief of Police

February 23, 2023

To: David Cox, Town Manager
From: Dennis Woessner, Chief of Police
Subject: Invitation to Bid 2023-01-13-PD (Towing, Maintenance and Repair of Police Vehicles)

On February 23, 2023, the sealed bids were opened at 11:00 AM and the only two bidders were Belltown Motors and Monaco Ford. The bids were compared, and the notable differences were:

1. Belltown Motors hourly rate of \$105.00 vs. Monaco Ford of \$146.00 dollars an hour.
2. Belltown Motors uses their own wreckers for towing vs. Monaco Ford using Lamore's Towing, which is based out of Wethersfield, Connecticut.

Based upon the price comparisons of the hourly rate, and the fact that Lamore's Towing is located approximately 19.8 miles away from the Town of East Hampton, I am recommending we award the one (1) year contract to Belltown Motors. We have been very satisfied with the service they have provided us for many years.

860.267.9544 tel
860.267.1037 fax
www.easthamptonct.gov

Towing, Maintenance and Repair of Police Vehicles

BID # 2023-01-13-PD

Submitted by:

BELLTOWN MOTORS, 80 EAST HIGH ST., EAST HAMPTON, CT 06424

CONTENTS:

Exhibit A

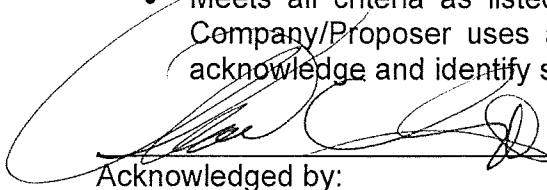
Certificate of Liability Insurance

Garagekeepers Plus Extension Endorsement

Commercial Auto Extension

Additional Insured Endorsements

- **Certificate of Insurance:** Company/Proposer must provide the East Hampton Police Department an up-to-date Certificate of Liability for all the repair/maintenance locations.
- **Licensing and Standing:** Company/Proposer must possess the proper dealers and repairers license, be in good standing with the State of Connecticut and the Town of East Hampton.
- **Wrecker Services:** "wrecker service" means twenty four (24) hour a day wrecker service with a wrecker and operator available to the East Hampton Police Department's vehicles. The provider must have access to a "flat bed" or "dolly" service and must be able to respond within thirty (30) minutes from the call for service.
- **Service to Other Town Departments:** Company/Proposer agrees to extend the same prices and services to other East Hampton Town Departments for service and repair of passenger cars and light duty utility vehicles.
- Meets all criteria as listed under the Maintenance and repair service section. If the Company/Proposer uses a subcontractor or other identity, the Company/Proposer will acknowledge and identify such subcontractor or other identity.

 2/22/2023
 Acknowledged by: _____ Date _____ Acknowledged by: _____ Date _____

Hourly rate: \$ 105.00 duration of contract Reduced rate: Yes No

Markup on Parts: List price minus 20%

Towing: if subcontractor, identify None

Towing rates: Day <u>Light duty</u>	Reduced rate: <input checked="" type="radio"/> Yes	No	Medium duty wrecker \$125.00 per hour \$9.00 per mile
Nights <u>wrecker</u>	Reduced rate: <input checked="" type="radio"/> Yes	No	
Weekends <u>\$90.00 hookup</u>	Reduced rate: <input checked="" type="radio"/> Yes	No	
Holidays <u>\$9.00 per mile</u>	Reduced rate: <input checked="" type="radio"/> Yes	No	

* Storage rates: Day <u>\$26.00 per day</u>	Reduced rate: Yes	<input checked="" type="radio"/> No	Heavy duty wrecker \$275.00 per hour Port to Port
Nights <u>First 5 days</u>	Reduced rate: Yes	<input checked="" type="radio"/> No	
Weekends <u>\$31.00 per day</u>	Reduced rate: Yes	<input checked="" type="radio"/> No	

For towed vehicles not being repaired @ Belltown
 Tire Storage fee: \$0 each day after

Any Disposal/Supply fee: Tire disposal \$4.00 per tire
Shop supply is small percentage of repair
 Diagnostic fee: \$0

Narrative (explain why your service will meet East Hampton Police Department needs):
Belltown Motors has been providing ASE Master Certified service to the town and Police Dept. vehicles and we look forward to continuing this business relationship.

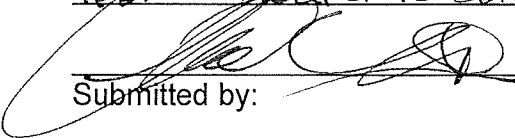
 2/22/2023
 Submitted by: _____ Date _____ Submitted by: _____ Date _____

EXHIBIT A

On behalf of Flannery Enterprises, LLC
dba Belltown Motors (Company/Proposer), I/we have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Company/Proposer(s) certifies that the proposal submitted by said Company/Proposer(s) is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

[Signature] 2/22/2023
Submitted by: _____ Date Submitted by: _____ Date

On behalf of Flannery Enterprises, LLC
dba Belltown Motors (Company/Proposer), I/we acknowledge that:

- The Company/Proposer must provide the Town with a Certificate of Insurance which shall be approved by the Town before this project can begin;
- This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids;
- The Company/Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid;
- The Company/Proposer is not a defaulter to the Town;
- The Company/Proposer agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Company/Proposer, its employees, subcontractors or any independent contractors working under the direction of either the Company/Proposer or subcontractor in the performance of this contract.
[Signature] Initial
- The Company/Proposer shall indicate if it has submitted brochures, printed specifications and advertising literature and the number of attachments provided;
- The Company/Proposer recognizes a "No Gift" policy. [Signature] Initial

The Company/Proposer further acknowledges that it meets the following criteria:

- **Price Decreases:** Price decreases will become effective immediately on the date specified in the Company/Proposer's printed notice of change. The Company/Proposer shall bill the East Hampton Police Department at the reduced price on all services made on or after the date of the Company/Proposer's price reduction. The Company/Proposer shall promptly provide the East Hampton Police Department with a letter of notice concerning the change.
- **Site Inspection:** The East Hampton Police Department reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.
- **Security of Equipment:** Company/Proposer must immediately report any theft of, missing or damaged equipment to the East Hampton Police Department.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. This endorsement provides Comprehensive and Collision Insurance only:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the schedule.

B. Coverage

1. We will pay all sums the insured must pay as damages, without regard to your or any other insured's legal liability, for "loss" to a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

The insurance provided by this endorsement is Primary Insurance and we will not seek contribution from any other insurance available.

2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Additional Coverages

a. Loss to Customer's Personal Property

The insurance provided by this endorsement also applies to "loss" to your customer's personal property, other than "auto", "auto" equipment or farm and industrial machinery or equipment, that is left in an insured's care while in the course of your "garage operations". The most we will pay for this additional coverage is \$10,000 for each "loss" and is included within the Garagekeepers Limit of Insurance shown in the schedule.

b. Loss to Customer's Sound Receiving Equipment

(1) The insurance provided by this endorsement also applies to "loss" to your customer's "sound receiving equipment" in a "customer's auto" left in the insured's care while in the course of your "garage operations".

(2) This additional coverage does not apply to any "loss" to any of the following:

(a) "Sound receiving equipment" unless permanently installed in a "customer's auto".

(b) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

(3) The most we will pay for this additional coverage is \$5,000 for each "loss", unless a higher amount is shown on the Declarations. This coverage is included within the Garagekeepers Limit of Insurance shown in the schedule.

C. Exclusions

1. For the purposes of this endorsement only, this insurance, including any duty we have to defend "suits", does not apply to:
 - a. **Contractual Obligations**

Liability arising from any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in absence of the contract or agreement.
 - b. **Theft**

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.
2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of radio.
 - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limits of Insurance and Deductibles

1. Regardless of the number of "customer's auto's", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location, minus the applicable deductibles for "loss" caused by:
 - a. Collision; or
 - b. With the respect to Garagekeepers Coverage Comprehensive:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means an "auto" lawfully within your possession for service, repair, storage, or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees", and members of their households who pay for services performed.

In addition, as used only in this Garagekeepers Plus Extension Endorsement, "customer's auto" includes "mobile equipment" and watercraft while ashore on premises where you conduct "garage operations".
2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's auto's" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
3. "Loss" means direct and accidental loss or damage and includes any resulting loss or use.
4. "Sound receiving equipment" means permanently installed sound receiving equipment designed for use as a citizens' band radio, two way mobile radio or telephone or scanning monitor receiver or global positioning system device or digital video disc player or videocassette recorder player or compact disc player or satellite radio receiver, including antennas and other accessories.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. AUTOMATIC ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include the following as an "insured":

1. Where Required by a Contract or Agreement the following is added:

The **Who Is An Insured** provision contained in the **Business Auto Coverage Form** is amended to add the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability covered by the terms of this policy, arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance provided herein will not exceed:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement,

whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

4. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. \$75 per day, subject to a \$2,250 limit.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.

b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

b. All:

- (1) "Bodily injury" and "property damage" except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (2) Plus medical expenses;
- (3) Plus all "personal and advertising injury" caused by offenses committed;

is twice the Liability and Medical Expenses limit. Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You limit of \$500,000, unless a higher limit is shown in the Declarations, is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

The **Limits of Insurance of Section II – Liability** apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

10. The following is added to Paragraph **E.2. Liability And Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company;
- (4) An "executive officer" or an insurance manager, if you are a corporation; or
- (5) A trustee, if you are the trust.

f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An "executive officer" or an insurance manager, if you are a corporation; or

(5) A trustee, if you are the trust.

11. Paragraph **F.3. Liability And Medical Expenses Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

Section III Common Policy Conditions (Applicable to Section I – Property and Section II – Liability)

Section III – Common Policy Conditions is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

M. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

N. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

The following paragraph is added:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

O. Unintentional Failure to Disclose

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

EXHIBIT A

On behalf of Monaco Ford (Company/Proposer), I/we have read, understand and will comply with the instructions and all terms and conditions stated in this Invitation to Bid and all attachments. The Company/Proposer(s) certifies that the proposal submitted by said Company/Proposer(s) is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

[Signature] 2/20/23
Submitted by: _____ Date Submitted by: _____ Date

On behalf of Monaco Ford (Company/Proposer), I/we acknowledge that:

- The Company/Proposer must provide the Town with a Certificate of Insurance which shall be approved by the Town before this project can begin;
- This Invitation to Bid does not commit the Town to make an award, nor will the Town pay any costs incurred in the preparation and submission of Bids, or costs incurred in making necessary studies for the preparation of Bids;
- The Company/Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this bid;
- The Company/Proposer is not a defaulter to the Town;
- The Company/Proposer agrees to protect, defend, indemnify and hold harmless the Town of East Hampton and their officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Company/Proposer, its employees, subcontractors or any independent contractors working under the direction of either the Company/Proposer or subcontractor in the performance of this contract.
DD Initial
- The Company/Proposer shall indicate if it has submitted brochures, printed specifications and advertising literature and the number of attachments provided;
- The Company/Proposer recognizes a "No Gift" policy. DD Initial

The Company/Proposer further acknowledges that it meets the following criteria:

- **Price Decreases:** Price decreases will become effective immediately on the date specified in the Company/Proposer's printed notice of change. The Company/Proposer shall bill the East Hampton Police Department at the reduced price on all services made on or after the date of the Company/Proposer's price reduction. The Company/Proposer shall promptly provide the East Hampton Police Department with a letter of notice concerning the change.
- **Site Inspection:** The East Hampton Police Department reserves the right to make an inspection of the repair/maintenance facility during the term of the contract.
- **Security of Equipment:** Company/Proposer must immediately report any theft of, missing or damaged equipment to the East Hampton Police Department.
- **Certificate of Insurance:** Company/Proposer must provide the East Hampton Police Department an up-to-date Certificate of Liability for all the repair/maintenance locations.

- **Licensing and Standing:** Company/Proposer must possess the proper dealers and repairers license, be in good standing with the State of Connecticut and the Town of East Hampton.
- **Wrecker Services:** "wrecker service" means twenty four (24) hour a day wrecker service with a wrecker and operator available to the East Hampton Police Department's vehicles. The provider must have access to a "flat bed" or "dolly" service and must be able to respond within thirty (30) minutes from the call for service.
- **Service to Other Town Departments:** Company/Proposer agrees to extend the same prices and services to other East Hampton Town Departments for service and repair of passenger cars and light duty utility vehicles.
- Meets all criteria as listed under the Maintenance and repair service section. If the Company/Proposer uses a subcontractor or other identity, the Company/Proposer will acknowledge and identify such subcontractor or other identity.

Douglas W. Alessandri 2/20/23
 Acknowledged by: _____ Date

 Acknowledged by: _____ Date

Hourly rate: \$146⁰⁰ duration of contract

Reduced rate: Yes No

Markup on Parts: 20% over cost

Towing: if subcontractor, identify Lamores Towing

Towing rates: Day \$225
 Nights \$225
 Weekends \$225
 Holidays \$225

Reduced rate: Yes No
 Reduced rate: Yes No
 Reduced rate: Yes No
 Reduced rate: Yes No

Storage rates: Day None
 Nights None
 Weekends None

Reduced rate: Yes No
 Reduced rate: Yes No
 Reduced rate: Yes No

Tire Storage fee: None

Any Disposal/Supply fee: \$5⁰⁰ per tire

Diagnostic fee: \$150 per hour

Narrative (explain why your service will meet East Hampton Police Department needs):

We currently service over 10 towns fleets with no issues.

Douglas W. Alessandri 2/20/23
 Submitted by: _____ Date

 Submitted by: _____ Date

EXHIBIT B

RESOLUTION OF THE EAST HAMPTON TOWN COUNCIL

A Resolution Establishing A Committee To Consider Tax Relief Programs

WHEREAS, Section 12-129n of the Connecticut General Statutes provides for development of a program for optional expansion of property tax relief as determined by the municipality after development and review by a committee of resident taxpayers and the Board of Finance, and;

WHEREAS, the Town Council determines it is appropriate to expand and enhance the existing mandatory and optional programs implemented in East Hampton to the extent possible under the law to provide appropriate relief to certain classes of taxpayers most impacted by increases in taxes.

NOW THEREFORE BE IT RESOLVED; the Town Council hereby establishes a temporary committee for the purpose of developing, evaluating and recommending a proposed program for tax relief in accordance with Section 12-129n of the Connecticut General Statutes.

[Membership shall be appointed by the Town Council with a term of 60 days from appointment. The committee shall comprise not less than five (5) members who shall be resident taxpayers in accordance with Statute.]

OR

[The Town Council hereby appoints its entire membership to serve as the aforementioned committee and will serve in that additional capacity for 60 days in accordance with Statute.]

The Tax Relief Program Committee shall be assisted by the Town Manager and the Finance Director for the purpose of record keeping and other matters as needed.

BE IT FURTHER RESOLVED, The Town Council has created the Tax Relief Program Committee with the express intent to develop and consider in accordance with Statutes a program to provide property tax relief to residents of East Hampton, with respect to real property owned or held in trust and occupied by such residents as their principal residence, who are sixty-five years of age and over or with qualifying spouses living with them or are the surviving spouse of a qualified taxpayer or for those residents who qualified for disability benefits as defined in the Statutes.

Approved this 28th day of February, 2023.

TOWN COUNCIL

ATTEST

Mark Philhower, Chairperson

Kelly Bilodeau, Town Clerk



East Hampton Ambulance Association Inc.
4 Middletown Avenue
P.O. Box 144
East Hampton, CT 06424
Neighbors Helping Neighbors Since 1953

January 17th, 2023

East Hampton Ambulance Association Inc recently completed a study of the service in Town and the conclusion reached was that in the current economic climate, increasing call volumes, diminishing ranks of volunteers and an overall shortage of EMTs that in order to properly provide high quality service to the Town the addition of paid personnel is essential.

This is an issue that is impacting EMS organizations all across the country, but we feel that keeping our residents safe is of critical importance. Implementing this plan obviously increases operating costs and billing revenue alone will not support the required levels of EMS response.

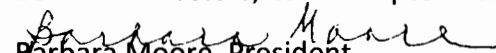
Our Board of Directors has formulated a plan which uses our existing funds in partnership with taxpayer support to stabilize and significantly improve EMS service for approximately six years.

Based on this plan, which has been shared with the East Hampton Town Council and Town Manager, we are respectfully asking for a budget appropriation of \$173, 910 for the upcoming fiscal year.

We look forward to discussing the plan in greater detail as the budget process moves forward.

Thank you,

Board of Directors; East Hampton Ambulance Association


Barbara Moore, President



Office of Public Works

Matthew Walsh, P.E., Director

MEMO

TO: David Cox, Town Manager

FROM: Matthew Walsh, Director of Public Works

DATE: 2/23/2023

SUBJECT: *Unimproved Road funds (gravel road up grades)*

The Department of Public Works would like to utilize a portion of the funds in the Unimproved Roads account to cover the cost of paving two small sections of gravel roads that are reoccurring maintenance issues for the Department.

- Old Clark Hill Rd from the existing pavement end extending 486-feet to the top of the hill. This section of road washes out frequently during heavy rainfall events. Storm water runoff deposits gravel near Lake Pocotopaug in the intersection of Clark Hill Road, Lake Drive and North Main Steet. Paving this section of road would significantly improve the quality of the storm runoff in the area and also help to limit the required emergency maintenance needed in the area. This work would be performed by the Department staff with materials costing approximately \$17,000.
- Bear Swamp Rd from Rt 66 extending 300-feet. This section of road is in constant need of attention due to the large amount of commercial traffic. Trucks coming in and out of the Arrow Fence company and traffic from the bowling alley can leave the road potholed with gravel kicked out onto Route 66. Paving this section will provide better access for both business as well as the public and mitigate the maintenance issues. This work would be performed by the Department staff with materials costing approximately \$14,000.

The Department has also undertaken some projects on other unimproved roads in Town to help stabilize them during adverse weather events. The major practice being employed is armoring of the roadside swales on steep grades with river rock. This treatment helps to stabilize the swale structure and keep the storm water runoff in the conveyance system. Other activities undertaken include tree removals, drainage cross culvert cleaning, stabilization and repair. These types of projects and practices are expected to continue using the remaining funds available.

Please see the attached maps showing the pavement limits and locations, as well as the river rock roadside treatment below.

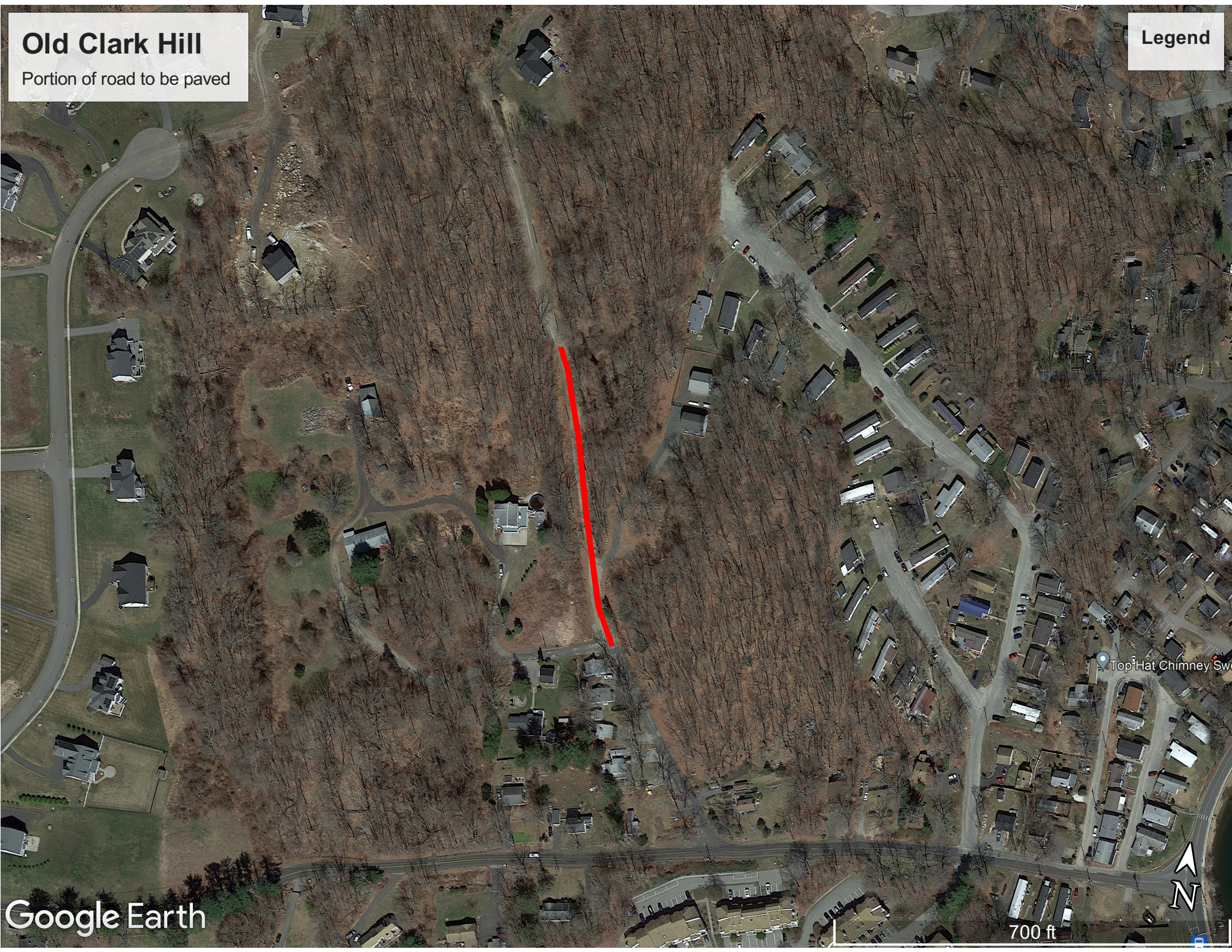
Roadside river rock treatment



Old Clark Hill

Portion of road to be paved

Legend



Top Hat Chimney Sw

Google Earth

700 ft



Bear Swamp Rd

Portion of road to be paved

Legend



Jenks Productions

Dollar General

East Hampton Self Storage

Arrow Fence

Kickback n Bowl

Google Earth

400 ft





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



Dennis Woessner
Chief of Police

February 23, 2023

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

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

General Order 1.3, *Written Policy System*, is an existing General Order which required updating to reflect the current practices of the agency and to be compliant with the POSTC Accreditation Standards.

General Order 2.7, *Line and Staff Inspections*, is an existing General Order which required updating to reflect the current practices of the agency and to be compliant with the POSTC Accreditation Standards.


General Order 6.6, *Youth Investigations*, is an existing General Order which required updating as a result of Public Act No. 22-115 (effective October 1, 2022).



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 1.3

DEPARTMENT ROLE AND AUTHORITY

SUBJECT: WRITTEN POLICY SYSTEM		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: Dated 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

To establish a formal written policy system for the East Hampton Police Department (“Department”) that is readily available to all employees in order to eliminate confusion or possible misunderstandings.

II. POLICY

It is Department policy to maintain a formal Written Policy System that provides employees with a clear understanding of the constraints and expectations relating to the performance of their duties. The Written Policy System allows rapid access to individual policies, procedures, rules, and regulations by a computerized and/or manual system.

- A. Written Policies are the procedures, guidelines, orders, and rules that formulate the Department’s policy. This document establishes a written policy system to provide East Hampton police officers with clear information and direction as to the expectations and responsibilities relating to the performance of their duties and to establish uniform standards of behavior.
- B. The nature of police service is such that it is impossible to develop a procedure, plan, or other binding policy for every situation that might arise. Therefore, **shift commanding officers and** supervisors have the duty to thoroughly supervise and review the activities of subordinates, as they must

assume the ultimate responsibility for employee performance and delivery of service.

- C. Shift Sergeants and individual employees who receive Policies and Procedures, Field Directives, and Training Bulletins will be responsible to acknowledge receipt and review of these written Policies.
- D. Shift Sergeants and individual employees who are issued copies of Field Directives, Rules and Regulations, and Training Bulletins will be responsible to insure that their manuals are up to date and substitute each policy with subsequent versions issued by established authority.

III. DEFINITIONS

Policy and Procedures are used to institute guidelines for work-related policies and procedures. The following are examples: (1) Institution of permanent policies or procedures, and (2) Organizational Structure and Administrative Subdivisions.

Field Directives are used to implement procedures or policies which are needed to achieve an objective or govern an event that is specific and short term in nature. They become self-canceling after the objective is reached, or they are converted to a permanent policy such as a Policy and Procedures. The following are examples: (1) Video Recordings of Public Events, and (2) Vehicle Operation.

Personnel Orders direct any change in rank, title, or assignment of ALL employees, and temporary organizational changes. The following are examples: (1) Transfer / reassignment, (2) Promotion/demotion, (3) Hiring/suspension/dismissal/retirement, (3) Acting out-of-title designations; temporary assignments.

Training Orders direct employees to attend training, schools, conferences, etc. The following are examples: (1) General in-service and specialized in-service training, (2) Instructors for in-service training, and (3) Attendance at specific schools or courses approved by Department Command

Training Bulletins disseminate information on a topic, explore a subject matter, and clarify Departmental policy or procedure in authoritative detail. The following are examples: (1) Procedural issues, (2) Legal issues, (3) Officer safety issues, and (4) Community issues

IV. PROCEDURES

A. The Chief's Office Will

1. Index, purge, update, and revise Policy and Procedures, Field Directives and Training Bulletins;
2. Facilitate the staff review of proposed policies, procedures, and directives prior to promulgation;
3. Coordinate the distribution of Policy and Procedures;
4. Track the dissemination of Policies, Procedures, and Field Directives to ensure all employees receive or have access them; and
5. Maintain a receipt file of issued Policy, Procedures, and Field Directives.

B. Policy and Procedures

Policy and Procedures will be issued by the **Chief of Police or his designee** ~~Administrative Sergeant at the direction of the Police Chief~~ to each organizational component and employee.

1. The **Chief of Police or his designee** ~~Administrative Sergeant~~ will be responsible for:
 - a. Maintaining an up-to-date version of the Policy and Procedure Manual in a readily available location;
 - b. Advising all employees under their command of the issuance of new or updated policy;
 - c. Arranging for, and insuring that, instruction is provided in the content of all newly issued policies, and attendance at these instruction sessions is verified and documented.
2. Policy and Procedures will be reviewed at least once every **two** ~~three~~ years to **align with the Police Officer Standards and Training Council (POSTC) Accreditation cycle**, by the Chief or Police or his designee and revised as necessary. This does not preclude revisions on a more frequent basis should circumstances require them.

C. Field Directives

1. The Chief of Police, or his designee, will issue directives to each organizational component and employee.
2. The **Shift Supervisors** ~~Administrative Sergeant~~ will be responsible for:

- a. Maintaining an up-to-date version of Field Directives affecting his/her area of responsibility in a readily available location;
- b. Advising all employees under their command of the issuance of new or updated Field Directive that affect their operations;
- c. Arranging for and ensuring that instruction is provided in the content of all newly issued Field Directives affecting their operations, and attendance at these instruction sessions (Local Academies) is verified and documented.

D. Personnel Orders

1. Personnel Orders will be issued only by the Police Chief.
2. The issuing authority will:
 - a. Obtain the appropriate next order number from the Office of Chief of Police;
 - b. Issue and distribute the order, distributing it a minimum of five (5) days prior to its effective date, if possible;
 - c. Forward the signed original to the Office of the Chief of Police.
 - d. Upon issuance of a Personnel Order, immediately facilitate all necessary changes to the Department's human resources system, to ensure currency of personnel assignment and rank
3. The Officer of the Chief of Police will:
 - a. Issue numbers for all Personnel Orders and maintain a master file of all originals;
 - b. Upon receipt of a Personnel Order, immediately facilitate all necessary changes to the Department's human resources system, to insure currency of personnel assignment and rank.

E. Training Orders

1. Training Orders will be issued by the Training Sergeant assigned to oversee the training function of the Department, with approval of the Police Chief.
2. The Training Sergeant will:

- a. Issue numbers for all Training Orders and maintain a master file of all originals;
- b. Issue and distribute Training Orders a minimum of ~~fifteen (15)~~ five (5) days prior to their effective dates, if possible;
- c. Track the dissemination to ensure all employees receive the Order;
- d. Advise the Chief of Police when an employee fails to report as directed pursuant to a Training Order, for appropriate corrective action.

F. Training Bulletins

1. Training Bulletins will be ~~distributed~~ issued by the Chief of Police or his designee ~~Training Sergeant at the direction of the Police Chief~~ to each organizational component and officer that they may apply to.
2. Any employee may contribute information, essays, articles (published/non-published) and reports or submit written requests for clarification, as potential Training Bulletin content. These submissions must be forwarded through the chain of command to the ~~Administrative Sergeant~~ Chief of Police or his designee.
3. The Chief of Police or his designee ~~Training Sergeant~~ will:
 - a. ~~Issue numbers for all Training Bulletins and maintain a master file of all originals;~~
 - b. Review all materials and requests for accuracy and appropriateness and prepare Training Bulletins for dissemination;
 - c. Facilitate the staff review of proposed Training Bulletins prior to issuance, if necessary;
 - d. ~~Disseminate Training Bulletins to each organizational component;~~
 - e. ~~Track the dissemination to ensure all components receive the Training Bulletins;~~
 - f. ~~Maintain a receipt file of issued Training Bulletins.~~
 - g. Arrange for and ensure that instruction is provided in the content of all newly issued Training Bulletins, and attendance at these instruction sessions is verified and documented, if necessary.

4. ~~The Training Sergeant will be responsible for:~~

- a. ~~Maintaining an up to date version of the Training Bulletin Manual in a readily available location;~~
- b. ~~Advising all employees under their command of the issuance of new or updated Training Bulletins;~~
- c. ~~Arranging for and insuring that instruction is provided in the content of all newly issued Training Bulletins, and attendance at these instruction sessions (Local Academies) is verified and documented;~~
- d. ~~Ensure that the Training Bulletin Manual is readily available for reference to all employees under their command.~~

G. Written Policy System

1. Issuing Authority

All Policy and Procedures are developed by the Chief of Police, or designee, and shall carry an authorization section for the Chief of Police to sign. Written Policies shall not be in effect or distributed until they have been properly approved **by the** Town Council. Once official, only the Chief of Police can authorize the placement, modification, or removal of Policies from the Policy Manuals.

2. Authority of Other Persons to Issue Written Policy

The Chief of Police may authorize others to issue certain written Policies, such as Field Directives, Personnel Orders and Training Orders. All such written policies shall not be in conflict with existing Department Policy and Procedures.

3. Authority and Applicability of Written Policy

Written policies are to be considered as guidelines for carrying out departmental activities. Policies are generally mandatory and dictate a strict adherence to a particular course of action when the terms "shall," "will," and "must" are used in the policy. The word "should" strongly suggests a preferred course of action. Policies are generally advisory when the terms "may," "can," or "normally" are used, and imply a degree of choice.

Written policies issued at any level of command shall not conflict with established policy and procedure directed by higher authority. All written policies will be stated in precise and positive terms with grammatical accuracy. When applicable, all written policies shall carry notations directing attention to any previously issued written policies that may be related to or affected by the new

written policy. A written policy, which rescinds or supersedes any other written policy, shall carry the identifying number of the previously issued document necessary to connect the two policies.

In order to perform their duties properly, all members of the East Hampton Police Department will thoroughly familiarize themselves with, and comply with, written policies or training directives adopted by the Department. The officer has a personal responsibility to seek clarification from supervisors or the Chief of Police on any policy not clearly understood. All members will be assumed to have knowledge of the written policy or field directive upon its effective date and will be bound by them. Those members not on duty at that time will be expected to have knowledge and be bound by new policy upon commencement of their next tour of duty following issuance of the policy. Normally, written Policy and field directives will be issued at least seven (7) days in advance of their effective date.

4. Dissemination and Storage of Policy

a. Introduction

Procedures shall be established for the dissemination and storage of agency written Policy system, and shall address at a minimum, the following:

- (1) Dissemination of an existing, new, or revised policy
- (2) Storage of written policy
- (3) Acknowledgement indicating receipt and review of disseminated Policy by affected personnel

b. Dissemination of the Written Policy Manual

The East Hampton Police Department shall utilize an electronic, computerized, Written Policy Manual as the primary policy system for the department. This system shall be available to all employees. Any hard copy manuals are the back-up system in the event that the electronic manual is not available. The Chief of Police shall determine the number and location of hard copy manuals to be used.

A copy shall be posted in roll call, Copies shall also be posted in several conspicuous locations, and when applicable, also provided to the respective labor organization(s).

The Chief of Police or his designee Supervisors shall be responsible for maintaining the accuracy and completeness of all binders that are located within the Department their respective commands. The Administrative Sergeant will inspect any hard copy Departmental Written Policy Manuals once each year for completeness and validity.

The Chief of Police, or his designee, will supervise the master files, including the historical drafts, on all written policy:


- (1) To review language consistency, clarity, and appropriateness
- (2) The master file shall contain the written policy which were superseded by the new policy in order to resolve any problem(s) where past written policies are of interest
- (3) To ensure that the changes in the manual have been properly authorized, and approved by the Police Commissioner and/or his designee
- (4) To review the Field Directives for obsolete, inconsistent, contradictory, and duplicate material
- (5) To oversee the publication and dissemination of all written Policy changes



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 2.7

ORGANIZATION AND MANAGEMENT

SUBJECT: LINE AND STAFF INSPECTIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: 5/2/2014		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE

To establish a written directive that describes the East Hampton Police Department's procedures related to line and staff inspections.

II. POLICY

It is the policy of East Hampton Police Department that line and staff inspections will be an ongoing activity within the department to ensure that employees are acting in concert with department requirements in such areas as personal appearance, use and maintenance of equipment, and adherence to department directives and orders. Line and staff inspections are the primary responsibility of Supervisors, and provide a mechanism for achieving accountability within the department. All officers will give full cooperation to personnel conducting inspections to include making available personnel files, records, property, and equipment available for inspection or review upon reasonable request. The Chief of Police or his designee shall conduct a staff inspection of each organizational component at least every ~~two~~ **three** years.

III. DEFINITIONS

Line Inspection: Inspections conducted by personnel in control of persons, facilities, procedures, or other elements being inspected. Line inspections may be carried out by any supervisor within the chain of command and are often conducted by supervisory personnel who may also be responsible for ensuring that any substandard conditions

revealed in the inspection are corrected.

Staff Inspections: Inspections conducted by personnel who do not have control of the persons, facilities, or procedures being inspected that examine all department operations for effectiveness, efficiency, policy compliance, files/records, and adequacy of supervisory leadership.

Informal Staff Inspections (Spot): Unannounced examinations with a narrow scope and focus conducted for accountability purposes and occurring on a semi-annual basis in sensitive component areas such as the Evidence/Property Room.

Follow-up Inspection: A review to determine progress in resolving any deficiencies identified during the line, formal, informal or staff inspections.

IV. PROCEDURES

A. Line Inspections

1. General Provisions

- a. Line inspections shall be conducted on an on-going basis within the department, according to provisions contained in this General Order.
- b. The inspection process compares the department's formal expectations with actual performance. Inspections, conducted with clear objectives and a positive approach, provide a means of communication within the department not only downward, but also upward.
- c. All members will give full cooperation to personnel conducting inspections to include making available personnel files, records, records, property, and equipment available for inspection or review upon reasonable request.
- d. Deficiencies identified relating to units, sections, and/or divisions shall be brought to the attention of the supervisor responsible for the function so the deficiencies can be corrected.

2. Line Inspections Procedures

All members and physical resources of the department shall be subject to line inspections. This includes the inspection of all organizational components, facilities, property, equipment, activities, and personnel. The inspection process is an essential mechanism for:

- a. Evaluating the quality of the department's operations
- b. Ensuring that the department's goals are being pursued

- c. Identifying the need for additional resources
- d. Assuring that control is maintained throughout the department

3. Personal Appearance, Weapons, and Equipment

Supervisors have the duty to perform line inspection of personal appearance on a daily basis to ensure proper appearance of assigned personnel, both sworn and non-sworn. If substandard appearance is observed, the supervisor shall take whatever corrective action is necessary. A report of the inspection findings is **may be** required for patrol officers, **depending on the situation**.

All personnel shall report **at their assigned to duty station** in a complete uniform as outlined in General Order 2.9. All uniform and clothing items must conform to department specifications. The scope of personal inspections is as follows:

- a. Personal hygiene
- b. Haircuts, facial hair, jewelry, and accessories
- c. The uniform of the day
- d. Firearms and ammunition
- e. Leather goods
- f. Handcuffs, OC Pepper Spray, Baton, etc.
- g. Issued manuals
- h. Issued equipment (lockers, carrying cases, clipboards, file drawers, etc.)
- i. Any other items effecting the personal appearance and preparedness of the officer/employee

4. Assignment, Inspection, and Searches of Lockers and other Workplace Areas

Sworn officers are provided Department-owned lockers, desks, and cabinets to store and secure Department-owned property that is assigned to them. Employees may also use these lockers to store and secure personal items.

- a. Assignments: The Chief of Police shall be responsible for the assignment of all Department lockers, which will be governed by the following:

- (1) Sworn officers will be assigned a Department locker by the Chief, who may also designate that specific lockers in the men's and women's locker rooms be reserved for special purposes only.

- (2) All lockers will be secured by a Department-owned combination or keyed lock. No personal locks shall be allowed on any assigned locker.
 - (3) Any non-issued lock is subject to removal from the locker by the Chief, or designee, who will remove and itemize its contents, and place them in a secured area for recovery.
 - (4) Employees must maintain their originally assigned lockers, and not switch their locker for another one, without authorization from the Chief.
 - (5) Upon vacating an assigned locker, the employee shall return the lock to the Chief.
 - (6) Officers may be responsible for any assigned property or equipment lost or stolen in the station in those instances when it should have been stored in their locker.
- b. Inspections: Supervisors will periodically inspect lockers and other storage areas to ensure that the storage and condition of all required equipment is satisfactory, and to ensure that the locker and/or areas are maintained in a **sanity sanitary** and safe condition. While the scope of locker inspections is not intended to apply to personal items, Supervisors will address and correct any item/situation that is in conflict with other General Orders, including General Order Section 1.5, *Harassment and Discrimination Policy*.

Generally, a documented line inspection for lockers should be conducted on an **semi**-annual basis with seven (7) calendar days advanced notice. However, the Chief of Police, or designee, may inspect any Department locker, desk, or cabinet at any time. All locker inspections will be governed by the following:

- (1) Such inspections shall be conducted in the presence of the employee who is assigned the locker using a form developed for this purpose.
- (2) All employees' assigned lockers shall maintain the hygiene and cleanliness of the locker space and its contents. **For safety reasons, no items shall be stored on top of a locker.**
- (3) All property and equipment issued to officers will be kept neatly in their locker or in their possession at work or at home.

Employees are allowed to take **their** duty weapon, portable radio, and other accessories home with them, however, any assigned special purpose gear, such as Tasers, **patrol rifles, etc.**, shall be stored in the employee's assigned locker **or other secure location** when off-duty. **The Chief of Police or his designee may give special permission for special purpose gear to be stored at home, under certain circumstances.**

(4) Any Department-owned property found **on top of lockers** or left on tables or shelves will be secured for safekeeping by a supervisor.

~~(5) Violation of any provision of the locker policy may result in the forfeiture of locker privileges.~~

- c. Searches: In 1987, the U.S. Supreme Court (*Ortega*) confirmed that a public employer's search of an employee's workplace triggers Fourth Amendment protections relating to *unreasonable* searches and seizures. At the same time, however, the Court recognized that the "operational realities" of the workplace make it impractical to require a government employer to seek and obtain a warrant before searching an office, desk, or locker. The Court concluded that a workplace search is not an "unreasonable" search, when the employee's *reasonable* expectation of privacy, the public employer's *justification* for the search, and the *nature and scope* of the search, are balanced making the search reasonable.

The Supreme Court's treatment of workplace searches by public employers is fairly generous toward employers. For one, they clearly recognize that the realities of the workplace make workplace searches different from home or automobile searches. More importantly, they make no distinction between searches to retrieve work-related materials (e.g., specific files) and searches to investigate work-related misconduct (such as missing equipment).

Given the sensitive nature and complexity of this issue, no administrative searches shall be conducted unless authorized by the Chief of Police.

The following are guidelines on the searches of Department offices, desks, or lockers, outside of the **semi**-annual inspections outlined above:

- (1) Expectation of Privacy: All employees are informed that there should be no attached absolute expectation of privacy in

LINE AND STAFF INSPECTIONS

Department vehicles, desks, lockers, computers and files, or any other workplace location, even if assigned exclusively to an individual.

- All employees are required to provide access tools to the Department, including keys to all Department vehicles, offices, desks, cabinets, etc., as well as computer passwords or encryption keys.
 - ~~Signs shall be posted in locker rooms reiterating that these items are part of the workplace, not an individual's personal domain. Employees shall be reminded of this policy during annual retraining.~~
 - Searches shall only be conducted for the purpose of monitoring compliance with work health and safety rules, the recovery of Department-owned property, or the recovery of property in the Department's custody. A search may include employee work areas, lockers, Department vehicles, and other Department items.
 - In the workplace, video cameras and telephone lines may be monitored only under conditions permitted by law.
- (2) Justification for the Search: The following factors shall be considered when considering a workplace search.
- How important is the item being sought?
 - What facts led the person requesting the search to believe that this search will provide the item?
 - In cases of misconduct or wrongdoing, reliable and specific knowledge and factors must be present for such a search to take place.
- (3) Nature and Scope of the Search: Workplace searches shall be limited to the item(s) being sought. Additionally, if criminal allegations may be attached, a warrant may have to be obtained, depending on the factors present, the item(s) to be seized, and the area to be searched. Personal property (i.e. purses, gym bags, etc.) shall not be subjected to search or seizure without probable cause and/or warrant, as required by

law, unless permitted under the provisions for a warrantless search, regardless of where they are located.

5. Firearms Inspection

Firearms Instructors shall conduct periodic inspections of issued firearms. This inspection is conducted in addition to any conducted by the officer's immediate supervisor. Such inspections are to include, but are not necessarily limited to, cleanliness, mechanical functioning, and manner of carrying. Any noted deficiencies are to be immediately corrected by the involved officer or the Firearms Instructor, when possible. If not possible, the Firearms Instructor must make arrangements to have the weapon repaired as soon as possible.

6. Vehicles

All Supervisors are responsible for the ongoing inspection of the general condition of the department vehicles assigned to their command. Employees shall make daily inspection of vehicles and equipment assigned to them. Any deficiencies in the vehicle and/or equipment shall be brought to the attention of the employee's immediate supervisor so corrective action can be taken.

Officers/employees shall conduct daily inspections of their assigned vehicles and equipment at the beginning of each shift. These inspections will include vehicle exterior, interior, trunk, emergency equipment, mechanical condition, and necessary forms. Vehicle deficiencies shall be reported **in writing or verbally on a vehicle inspection form, and forwarded** to the fleet supervisor. The supervisor shall be notified of all deficiencies noted during this inspection. There shall be a monthly documented inspection of unmarked or undercover vehicles. Supervisors shall periodically conduct unannounced, impromptu inspections of the general conditions of department vehicles driven by personnel under their command. These inspections include a check that the vehicle:

- a. Contains all necessary paperwork
- b. Contains all authorized equipment and supplies
- c. Has no dangerous or unauthorized equipment
- d. Has operational emergency and auxiliary equipment

The inspecting supervisor shall have the officer/employee assigned to the vehicle correct any deficiencies or make arrangements for the correction of deficiencies. The inspecting officer shall follow up no later than the next working day to assure that the deficiencies have been corrected.

7. Facilities

All Supervisors are responsible for the ongoing inspection of the general condition and cleanliness of the police department's facilities and furnishings within their area of command. If any supervisor finds a deficiency, he/she is to have the deficiency corrected. Problems that cannot be corrected by the supervisor should be reported to the Chief, ~~in writing or verbally through an Inter-Office Memo,~~ describing the problem and recommending a solution, when possible. These inspections should include a check of:

- a. Hallway areas, restrooms, and front lobby
- b. Locker rooms
- c. Squad room
- d. Booking Area, Prisoner Processing Areas, and Cell Block
- e. Interview Rooms
- f. Evidence Processing Areas
- g. Storage areas
- h. Other areas of the building.

Supervisors will be responsible for ongoing daily inspections of their own work areas, as well as the work areas of their immediate subordinates. The scope of facilities inspection is as follows:

- a. Neatness, cleanliness, and sanitation
- b. Security
- c. Adequacy of supplies and equipment
- d. Damaged or worn furnishings or equipment
- e. Placement of first aid kits and fire extinguishers
- f. Other criteria as determined by the Chief of Police

~~On a quarterly basis, the assigned supervisor will be responsible for a complete inspection of the general areas of the police facility for cleanliness and condition of the furniture and equipment. Supervisors or employees responsible for the affected area shall be notified of any unsatisfactory conditions or problems. A report shall be completed and forwarded to the Professional Standards Unit.~~

8. Frequency of Inspection

In addition to the informal daily line inspections that are conducted, the Chief of Police may designate that certain units perform a more formal line inspection as needed.

9. Responsibilities of Supervisors

Supervisors are responsible for conducting line inspections and taking the necessary actions to correct any unacceptable conditions discovered by the inspection. **Such personnel may request any needed replacement equipment through the Chief of Police, for review and approval, and/or initiate necessary repairs.**

10. Documented Line Inspection Reports

Personnel conducting formal line inspections shall complete a *Line Inspection Report* noting any significant deficiencies and actions taken to correct the deficiencies. Such personnel shall request any needed replacement equipment through the Chief of Police for review and approval and/or initiate necessary repairs.

Supervisors will retain copies of all line inspection reports for follow-up and control purposes, and will forward originals to the Chief of Police within fifteen (15) days following inspection.

11. Follow-up Procedures

The Chief of Police or designee is responsible for ensuring that corrective action has been taken by Supervisors. The Professional Standards Unit is authorized to conduct audits of the line inspection process including the accuracy of information contained in the *Line Inspection Reports*.

B. Staff Inspections

The primary concern of a staff inspection is to examine and evaluate the functions and activities of department components to determine if established policies and procedures are being followed, organizational objectives are being accomplished, and to ensure compliance with applicable accreditation standards.

Ultimately, the goal of staff inspections is to increase departmental effectiveness through a cooperative effort with personnel of the affected units. Staff inspectors will conduct a thorough review and analysis of each department component to assist in identifying and correcting organizational weaknesses, eliminating duplication of effort, reporting new and innovative systems and procedures, and providing alternative methods for change and improvement.

1. Goals of the Staff Inspection Process

The goals of a staff inspection include but are not limited to the following:

- a. To ensure compliance with departmental written directives, state and federal law, and Town Ordinances.
- b. To evaluate the overall quality of the unit's operations.
- c. To ensure that the department's goals and objectives are being pursued.
- d. To ensure that operational controls are being maintained.
- e. To evaluate how agency resources, including both personnel and equipment, are being used to meet the needs of the community.
- f. To identify the need for additional resources, including personnel and equipment.
- g. To ensure uniformity of operations throughout the agency.
- h. To provide the Chief of Police and other managers and supervisors with specific information regarding the efficiency and effectiveness of individual organizational components.
- i. To highlight the positive and successful aspects of agency activities, procedures, and programs.
- j. To identify deficiencies and areas in need of improvement so that corrective action may be taken.
- k. To provide information for departmental planning and budget development.
- l. To ensure that crime reporting and follow-up investigative procedures are effective and productive.
- m. To provide current and timely information on the status and condition of personnel, materials, equipment, and facilities.
- n. To ensure that training is appropriate, timely, and effective.
- o. To ensure that reports and records are updated and accurate.
- p. To determine areas where the agency or its employees may be vulnerable and/or at risk.

2. Identity and Authority of Staff Inspectors

a. Assignment of Staff Inspectors

The staff inspection function is assigned to the Chief of Police. The Chief of Police will assign department personnel as staff inspectors on a temporary, as-needed basis. Typically, department personnel assigned as staff inspectors will not have direct control of the persons, facilities, or other elements being inspected.

b. Authority of Staff Inspectors

Staff inspectors operate under the authority of the Chief of Police and shall conduct the inspection in accordance with accreditation standards. As such, staff inspectors will have complete access to the physical facilities and contents of the inspected organizational component. Questions

regarding the propriety of inspecting a particular record or file will be referred to the Chief of Police.

All members and physical resources of the department shall be subject to staff inspections. This includes the inspection of all organizational components, facilities, property, equipment, activities, and personnel. **The inspection process is an essential mechanism for:**

3. Staff Inspection Procedures

a. Pre-Inspection Procedures

The Inspector shall provide written notice of formal inspection to the organizational component to be inspected no less than ten (10) days before the inspection. The memorandum shall indicate the nature of the inspection and may include specific requests for questions to be answered, documents to be produced or any other action necessary to complete the inspection. The inspection team will then meet with the appropriate Supervisor no less than five days prior to the inspection to explain the purpose of the staff inspection and to identify specific performance indicators.

b. General Guidelines

While the specific focus will vary dependent upon the nature and function of the inspected unit, staff inspectors will address, but not be limited to, the following areas:

- (1) *Facilities*: To determine the condition and cleanliness of all rooms and furnishings.
- (2) *Supplies and Equipment*: To review the condition, care, adequacy, and effective use of supplies and equipment.
- (3) *Vehicles*: To determine the condition and care of all assigned vehicles.
- (4) *Directives*: To determine if duties are being performed in accordance with prescribed rules, regulations, policies, manuals, and procedures.
- (5) *Files and Records*: To determine if files and records are being properly handled, labeled, stored, and secured, as provided by policy.
- (6) *Computer Equipment*: To determine if unauthorized files or

software have been installed in violation of department policy.

- (7) *Personnel, Supervision, and Leadership*: To evaluate the execution of assigned tasks, adherence to General Orders, communication with personnel, and discretionary decision-making.

Staff inspection methods shall include, but not be limited to:

- (1) Personnel and field interviews and surveys, including interviews and surveys of citizens having prior contact with department personnel whether as complainants, victims, or witnesses
- (2) Document inspections and audits
- (3) Observations

4. Reporting Requirements

At the conclusion of the staff inspection, the assigned supervisor will prepare a written report that contains a summary of the inspection activities, and a discussion of the strengths and weaknesses identified. It is equally important to record good performance, identify positive aspects of each organizational component, and credit or recognize personnel assigned to that function, as it is to identify any deficiencies and make recommendations for improvement and/or corrective action when submitting inspection reports.

The written report will be submitted to the Chief of Police no later than thirty days following the date of inspection. A copy will be forwarded to the Supervisor of the affected component. The distribution of additional copies of the report to, e.g., Command Staff, Town Manager or Council, Public Information Office, shall be at the discretion of the Chief of Police. The results the staff inspection will be reviewed at the next scheduled staff meeting.

5. Follow-up Requirements

The report shall note deficiencies that cannot be immediately corrected. A follow-up inspection of such deficiencies shall be conducted within an appropriate time frame. It is the responsibility of each Supervisor to correct all noted deficiencies in a timely manner; particularly those that jeopardize the department's reputation or that interferes with the accomplishment of the police mission.

Upon receiving a copy of the Staff Inspection Report, the Supervisor of the organizational component shall prepare a written response regarding the implementation of the proposed recommendations, which shall be forwarded to the Chief of Police, via the chain of command, within thirty working days after receipt of the recommendations.


6. Frequency of Staff Inspections

A comprehensive staff inspection will be conducted within all organizational components at least every ~~two~~ **three** years. The Chief of Police may direct staff inspections of individual organizational components more frequently as needed. Any member of the department may request an inspection, upon submission of a memorandum, via chain of command, to the Chief of Police, indicating the reason(s) for the request.



EAST HAMPTON POLICE DEPARTMENT

GENERAL ORDER 6.6 PATROL FUNCTIONS

SUBJECT: YOUTH INVESTIGATIONS		
Issue Date: TBD	Effective Date: TBD	Distribution: All Personnel
Amends/Rescinds GO: Dated 7/14/2021		Review Date: / /
Per Order of:  Dennis Woessner, Chief of Police		
<i>This General Order is for departmental use only and does not apply in any criminal or civil proceeding. This General Order should not be construed as creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims. Violations of this General Order will only form the basis for departmental administrative sanctions. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting</i>		

I. PURPOSE:

The purpose of this policy is to provide East Hampton Police Department (“EHPD” or “Department”) personnel with a procedure for managing cases involving juveniles.

II. POLICY

All employees will be responsible for actions related to juvenile cases and will coordinate their efforts, as appropriate, with other agencies. The safety of the juvenile is the most important aspect of any juvenile investigation. The investigator must first determine if the juvenile has been harmed or is in danger of being harmed. The parent(s) or guardian(s) shall be notified as soon as practicable whenever a juvenile has been taken into custody. This policy addresses those situations unique to handling children and youth. If a subject area is not covered herein, officers should refer to other applicable policies for guidance. In such areas as investigative detentions, pat-downs, searches, and use of force, officers should refer to the appropriate policies pertaining to adult offenders.

III. DEFINITIONS

Child: Means any person under eighteen (18) years of age who has not been legally emancipated, except that: (A) for purposes of delinquency matters and proceedings, "child" means any person under eighteen (18) years of age who has not been legally emancipated, or (ii) eighteen (18) years of age or older who, prior to attaining eighteen years of age, has committed a delinquent act or, subsequent to attaining eighteen (18) years of age, (a) violates any order of the Superior Court or any condition of probation ordered by the Superior Court with respect to a delinquency proceeding, or (b) willfully fails to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice.

Youth: Any person sixteen or seventeen years of age who has not been legally emancipated.

Mentally Deficient: A child may be found "mentally deficient" who, by reason of a deficiency of intelligence that has existed from birth or from early age, requires, or will require, for such child's protection or for the protection of others, special care, supervision and control.

Delinquent: (A) A child may be convicted as "delinquent" who has, while under sixteen (16) years of age: (i) violated any federal or state law, except C.G.S Sections 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223 or 53a-223a, or violated a municipal or local ordinance; (ii) willfully failed to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice; (iii) violated any order of the Superior Court in a delinquency proceeding, except as provided in C.G.S §46b-148; or (iv) violated conditions of probation in a delinquency proceeding as ordered by the court; (B) A child may be convicted as "delinquent" who has (i) while sixteen (16) or seventeen (17) years of age, violated any federal or state law, other than (a) an infraction, except an infraction under C.G.S. § 21a-267, subsection (d), (b) a violation, except a violation under C.G.S. 21a-279a. subsection (a), (c) a motor vehicle offense or violation under Title 14, (d) a violation of a municipal or local ordinance, or (e) a violation of C.G.S. Sections 51-164r, 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, (ii) while sixteen (16) years of age or older, willfully failed to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child had notice, (iii) while sixteen (16) years of age or older, violated any order of the Superior Court in a delinquency proceeding, except as provided in C.G.S. §46b-148, or (iv) while sixteen (16) years of age or older, violated conditions of probation in a delinquency proceeding as ordered by the court.

Neglected: A child or youth may be found "neglected" who, for reasons other than being impoverished: (A) has been abandoned, (B) is being denied proper care and attention, physically, educationally, emotionally, or morally, or (C) is being permitted to live under conditions, circumstances, or associations injurious to the well-being of the child or youth.

Abused: A child or youth may be found "abused" who (A) has been inflicted with physical injury or injuries other than by accidental means, (B) has injuries that are at variance with the history given of them, or (C) is in a condition that is the result of maltreatment, including, but not limited to, malnutrition, sexual molestation or exploitation, deprivation of necessities, emotional maltreatment, or cruel punishment.

Uncared For: A child or youth may be found "uncared for" who is homeless or whose home cannot provide the specialized care that the physical, emotional or mental condition of the child or youth requires. For the purposes of this section, the treatment of any child or youth by an accredited Christian Science practitioner, in lieu of treatment by a licensed practitioner of the healing arts, shall not of itself constitute neglect or maltreatment.

Delinquent Act: Means (A) the violation by a child under the age of sixteen (16) of any federal or state law, except the violation of C.G.S. Sections 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, or the violation of a municipal or local ordinance, (B) the violation by a child sixteen (16) or seventeen (17) years of age of any federal or state law, other than (i) an infraction, except an infraction under C.G.S. §21a-267, subsection (d), (ii) a violation, except a violation under C.G.S. §21a-279a, subsection (a), (iii) a motor vehicle offense or violation under Title 14, (iv) the violation of a municipal or local ordinance, or (v) the violation of C.G.S. Sections 51-164r, 53a-172, 53a-173, 53a-222, 53a-222a, 53a-223, or 53a-223a, (C) the willful failure of a child, including a child who has attained the age of eighteen (18), to appear in response to a summons under C.G.S. §46b-133, or at any other court hearing in a delinquency proceeding of which the child has notice, (D) the violation of any order of the Superior Court in a delinquency proceeding by a child, including a child who has attained the age of eighteen (18), except as provided in C.G.S. §46b-148, or (E) the violation of conditions of probation in a delinquency proceeding by a child, including a child who has attained the age of eighteen, as ordered by the court.

Serious Juvenile Offense: (A) the violation of, including attempt or conspiracy to violate, C.G.S. Sections 21a-277, 21a-278, 29-33, 29-34, 29-35, 53-21, subsection (a), subdivision (2) or (3), 53-80a, 53-202b, 53-202c, 53-390 to 53-392, inclusive, 53a-54a to 53a-57, inclusive, 53a-59 to 53a-60c, inclusive, 53a-64aa, 53a-64bb, 53a-70 to 53a-71, inclusive, 53a-72b, 53a-86, 53a-92 to 53a-94a, inclusive, 53a-95, 53a-100aa, 53a-101, 53a-102a, 53a-103a or 53a-111 to 53a-113, inclusive, 53a-122, subsection (a), subdivision (1), , 53a-123, subsection (a), subdivision (3), 53a-134, 53a-135, 53a-136a or 53a-167c, 53a-174, subsection (a), 53a-196a, 53a-211, 53a-212, 53a-216, or 53a-217b, or (B) running away, without just cause, from any secure placement – other than home – while referred as a delinquent child to the Court Support Services Division, or committed as a delinquent child to the Commissioner of Children and Families for a serious juvenile offense.

Serious Juvenile Offender: Any child convicted as delinquent for the commission of a serious juvenile offense.

Serious Juvenile Repeat Offender: Any child charged with the commission of any felony if such child has previously been convicted as delinquent or otherwise convicted at any age for two violations of any provision of Title 21a, 29, 53, or 53a that is designated as a felony.

Alcohol-Dependent: A psychoactive substance dependence on alcohol as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders".

Drug-Dependent: A psychoactive substance dependence on drugs as that condition is defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders." No child shall be classified as drug-dependent who is dependent: (A) upon a morphine-type substance as an incident to current medical treatment of a demonstrable physical disorder other than drug dependence, or (B) upon amphetamine-type, ataractic, barbiturate-type, hallucinogenic, or other stimulant and depressant substances as an incident to current medical treatment of a demonstrable physical or psychological disorder, or both, other than drug dependence.

IV. PROCEDURES

A. Coordination of Investigative Activities

The East Hampton Police Department will coordinate with Juvenile Court, and Department of Children and Families (DCF) with regards to handling juvenile matters, which will include at a minimum:

- Design and implementation of programs intended to prevent and control delinquent and criminal behavior by juveniles.
- Design and implementation of department policies with regard to juveniles.
- Encouraging review and comments by other departments and agencies regarding the handling of juvenile matters.
- Follow-up of juvenile arrests and/or referrals.
- Diversion of juvenile defendants to local programs

B. Assignment of Juvenile Cases

All police personnel assigned a case in which either the complainant or the victim is a juvenile will investigate the case to its logical conclusion, unless circumstances dictate the need for a supervisor's involvement.

C. Use of Discretion with Juvenile Offenders

Investigating officers have a number of options available to them when handling cases involving juvenile offenders. Officers dealing with juvenile offenders should use the least coercive among reasonable alternatives. It shall be the investigating officer's responsibility to determine a juvenile's status by reviewing prior cases, documenting police involvement, and court dispositions. The officer shall use this information in making their decision on how best to deal with that juvenile. The investigating officer should consult with his/her supervisor prior to making such a decision. This will prevent juveniles who have or have not had prior involvement with the police and/or juvenile court from being subjected to consequences either too severe or too lenient. In making his/her decision(s), the officer should consider:

- the nature of the offense
- the age of the offender
- past police involvement
- possibility of gang affiliation
- complainant and/or victim's input
- public safety
- the availability of community based programs for the juvenile
- any other legitimate issue related to the case

The officer should never consider:

- race of the offender
- ethnicity of the offender
- sex of the offender
- economic status of the offender

D. Options Available for Handling Juvenile Offenders

1. Handle in Department with Parent or Guardian: Facts and circumstances may suggest that the best alternative to deal with a juvenile would be to avoid referral to a government agency by allowing the parent or guardian to take responsibility for the juvenile. Prior to selecting this alternative, officers will review the juvenile's available history and consult with their supervisor to ensure that the consequences are not too lenient. This option is most appropriate when the juvenile is responsible for relatively minor offenses only.
2. Refer to Juvenile Court: Officers may find that, due to the nature of the charges, a referral to the appropriate juvenile court is the best available alternative. In determining which court to refer the juvenile offender to the officer must be familiar with jurisdictional concerns of the Connecticut juvenile justice system.

a. Considerations for referral to juvenile court:

- (1) Juveniles with Connecticut address: The juvenile court which has jurisdiction over the case is the juvenile court which serves the juvenile's town of residence, which may not be the court serving the location where the crime was committed.
- (2) Juveniles with an out-of-state address: If a juvenile from another state is detained as a result of any offense other than a serious juvenile offense as described in C.G.S. §46b-120, the officer should process that juvenile offender according to procedures for Connecticut residents, but no court date should be given. The paperwork will be forwarded to Superior Court Juvenile Matters and they will contact the authorities in that juvenile's state of residence.
- (3) Transport to a juvenile detention facility: Juvenile offenders who are detained for a serious juvenile offense as described by C.G.S. § 46b-120 should be transported to a juvenile detention facility without delay. An arrest warrant, Take Into Custody Order, or Order To Detain signed by a judge is required to admit a juvenile into a State Juvenile Detention center, regardless of the charge.
- (4) Court Dates: When not placed in a State Juvenile Detention Center, the officer shall serve a written summons on the child and parents/guardian/suitable person/agency. Officers will prepare and serve the juvenile summons and complaint/promise to appear (JD-JM-95). **Per Public Act No. 22-115 (Effective October 1, 2022) a juvenile shall be brought before a judge of the Superior Court not later than the fifth business day after the arrest, unless required sooner. Juvenile motor vehicle theft and firearm charges require the next business day court appearance. All juvenile court paperwork, except the JD-CR-18 form, is now sent electronically to the Superior Court in which the juvenile will appear. If a JD-CR-18 form is part of the court paperwork that form must be hand delivered to court. Normally Middletown Superior Court handles juvenile cases on Wednesday, except those cases involving motor vehicle theft or firearms, which require the next business day court appearance. The appearance date, for those offenders not taken to a juvenile**

detention facility, should not be less than five nor more than ten business days from the date the summons is served. In the event of multiple juvenile arrests, the arresting officer should attempt to stagger the appearance dates for the juveniles within the five to ten business day window to ensure that no more than four juveniles appear on the same day. If the number of juveniles being referred requires more than four to appear on a single day, the officer should follow the five to ten day requirement and refer them as required by statute. Superior Court Juvenile Matters should be advised ahead of time when large numbers of juveniles are being referred.

- (5) Juvenile Summons: A juvenile summons may only be issued to a juvenile **between the age of ten (10) and seventeen (17) years of age. sixteen (16) years of age and under for juvenile court delinquency matters only.**
- (6) Sixteen (16) and Seventeen (17) year olds charged as adults: Sixteen (16) and Seventeen (17) year olds charged as an adult should be issued an infraction, misdemeanor summons, or U.A.R.
- (7) Family violence matters: Juveniles issued a summons for family violence related charges should be given a court date between five and ten days from the date of issuance of the summons. The juvenile being referred, unlike an adult, is not required to appear on the next available court date. However, the arresting officer does have the option of assigning the next available court date, or any other court date available, prior to the normal five day minimum wait. This provision does not apply to arrests where the juvenile is being transported to a juvenile detention facility.
- (8) Promise to appear (PTA): The parent/guardian or other person to whom the juvenile is being released must sign the Promise to appear for the juvenile and parent/guardian or any other adult having control over the juvenile.
- (9) Notice to Superintendent of Schools: Whenever any person ages 7 to 21, and enrolled in school, is arrested for committing a felony, a Class A misdemeanor, or a violation of C.G.S. §53-206c which prohibits the sale, carrying, and brandishing of a facsimile firearm, police must orally notify the superintendent of schools for the school district in which the person resides by the

end of the next weekday following the arrest, of the identity of the person and the alleged offense. Written notification to the superintendent must be made within 72 hours of the arrest and include a brief description of the incident per C.G.S. §10-233h. The Chief of Police or his designee shall forward the pertinent details to the Superintendent of Schools for the jurisdiction in which the juvenile offender resides.

E. Interrogation of Juvenile Offenders

The rules governing the questioning of children are, as a matter of constitutional law, the same as those governing the questioning of adults, with the following exceptions:

1. Taking a Statement from a Juvenile Under Age Sixteen (16):
 - a. A parent or guardian must be present.
 - b. Both the juvenile and the parent or guardian must be advised of their Miranda rights.
 - c. The parent/legal guardian and juvenile must both sign a written waiver of their Miranda rights in order for the statement to be admissible.

If any of the above requirements are not met, questioning about the alleged offense(s) may not occur.

NOTE: this applies to any admission, confession or statement, written or oral, made by a person under sixteen (16) years old to a police officer or Juvenile Court official regardless of whether they are in custody or subject to interrogation or not.

2. Taking a Statement from a Sixteen (16) or Seventeen (17) Year Old Juvenile:
 - a. The police officer must have made reasonable efforts to contact a parent or guardian of the juvenile.
 - b. Officers will document efforts to contact a parent/guardian and include this information in the narrative report.
 - c. Such juvenile must be advised that the juvenile has the right to contact a parent or guardian and to have a parent or guardian present during any interview.
 - d. The juvenile and parent or guardian must be advised of their Miranda rights.

- e. The juvenile; and if present, the parent/guardian, will sign a written waiver of their Miranda rights in order for the statement to be admissible.

NOTE: this section applies to any admission, confession or statement, written or oral, made by a sixteen (16) or Seventeen (17) year old to a police officer or Juvenile Court official regardless of whether they are in custody or subject to interrogation or not.

3. Admissibility of Statement: The admissibility of any admission, confession or statement, written or oral, made by a juvenile sixteen (16) or seventeen (17) years of age to a police officer shall be determined by considering the totality of the circumstances at the time of the making of such admission, confession or statement. To the extent possible, officers should document and include in the narrative report, the circumstances in which the statement was made, including any information indicating the:
 - a. age, experience, education, background, and intelligence of the juvenile.
 - b. the capacity of the juvenile to understand the advice concerning rights and warnings given, the nature of the privilege against self-incrimination, and the consequences of waiving such rights and privileges.
 - c. the opportunity the juvenile had to speak with a parent, guardian, or some other suitable individual prior to or while making such admission, confession or statement.
 - d. the circumstances surrounding the making of the admission, confession, or statement including, but not limited to:
 - when and where the admission, confession, or statement was made
 - the reasonableness of proceeding, or the need to proceed, without a parent or guardian present
 - the reasonableness of efforts by the police to attempt to contact a parent or guardian
 - e. Statements from sixteen (16) or seventeen (17) year olds charged with Title 14 offenses are not subject to juvenile restrictions on admissibility if the case is transferred from adult to juvenile court
4. Recording of Custodial Interrogations: Whenever possible, an electronic recording should be made of any statement made by a child under investigation for, or accused of, a capital felony or a class A or B felony made as the result of a custodial interrogation at a place of detention.

5. Limitations on interrogations of juvenile offenders:

- a. There cannot be more than two (2) officers in the same room as the interview and/or the interrogation.
- b. Juveniles will not be interrogated or held in custody longer than six (6) hours, **except such juvenile may be held for a period that does not exceed eight (8) hours in a case where an officer has submitted an application for an order of detention and the judge has not yet ruled on such application, or if such officer has been unable to contact such child's parent or guardian** . The six hour period begins when the juvenile enters the secure area and ends when the juvenile leaves the police station.

F. Processing of Juveniles in Custody

Any juvenile charged with a crime may be required to submit to the taking of their photograph, physical description, and fingerprints.

G. Holding a Juvenile within the Police Station

In addition to the following procedures, all officers shall comply with the provisions of East Hampton policy on Securing Prisoners, G.O. 5.10, when handling juvenile offenders. In making the decision whether or not to release a juvenile from police custody, the least restrictive option should always be considered with detention being the last resort.

1. Separation of juveniles from adult offenders

- a. Juveniles will not be placed in locations where they could have contact with adult offenders within the police station. Contact is defined as sight and sound contact, or when normal conversation can take place.
- b. Separation must be complete. Haphazard or accidental contact is not permitted.
- c. Juveniles **shall not be confined in the adult cell block area. If detention is necessary the juvenile will be placed in Interview Room #118 or another suitable room, and will not be left unattended. may be held in the cell block in an area where they cannot see or communicate with adult prisoners.**
- d. A sixteen (16) or seventeen (17) year old with both juvenile and adult charges:

- may be held in an adult cell, as an adult, ~~with other adults~~, if the reason for holding is for adult charges. **Every effort will be made to minimize the contact of the sixteen (16) or seventeen (17) year old and other adults, such as sight and sound separation.**
- ~~may be held in a juvenile cell, as a child, if the reason for holding is for juvenile charges~~

2. Detention of Juvenile Offenders

~~Only juveniles alleged to have committed a delinquent offense may be held in a police lockup. Juveniles are to be monitored at all times while being detained. Juvenile offenders may be held in appropriate secure areas for a maximum of six (6) hours. The six hour period begins when the juvenile enters the secure area and ends when the juvenile leaves the police station. Officers will document the reason for holding any juvenile in a secure area and a supervisor will be notified.~~

H. Options for Release from Police Custody

When a sixteen (16) or seventeen (17) year old is both a child and an adult in the same case, the child may be released on the *adult charge* using any available adult options. On the juvenile charge, and in general, officers may utilize the following options as appropriate:

1. Release to a parent, guardian, or other suitable person or agency
2. At the discretion of a supervisor, the officer may release the juvenile to the juvenile's own custody. When exercising this option, which should only be as a last resort, the officer must:
 - a. Make a reasonable effort to notify the parent or guardian. This may be accomplished by phone, email, or text message.
 - b. Make a reasonable effort to provide a copy of a written complaint and summons to the parent or guardian or some other suitable person or agency prior to the court date on the summons. This may be accomplished by certified mail with return receipt.
 - c. Document all efforts and steps taken to notify the parent/guardian and to provide them with a copy of the written complain/summons.

- d. Notify the parent/guardian of the nature of the charges, and the planned course of action, even when release is to someone other than a parent.
3. Turn over the child to a State Juvenile Detention Center
 - a. Officers shall contact the detention facility to notify them that a juvenile is being transported to their facility.
 - b. Juvenile detention will accept only the following juveniles for admission:
 - Juveniles charged with a serious offense as described in C.G.S. §46b-120.
 - Juveniles who are the subject of an outstanding warrant or other court order to take such child into custody.
 - Juveniles who are subject of an Order to Detain signed by a judge. An Order to Detain may be obtained at any time and would be appropriate for a juvenile charged with a crime for whom a parent or guardian cannot be reached, a suitable person cannot be identified or the parent/guardian, or shelter refuses to take the juvenile. The officer must first notify the Department of Children and Families at 1-800-842-2288 and attempt to place the juvenile into a DCF facility. An application for Order to Detain should only be prepared by the officer if DCF is unable to provide shelter within a reasonable time period. The police officer may request at the time of application for an arrest warrant or Order to Detain that the child not be released prior to a court hearing.

NOTE: When a juvenile is placed in a juvenile detention facility over a weekend or long holiday period and they are not likely to be presented with 48 hours of arrest, the officer must obtain an ex-parte probable cause determination from a judge (JD-CR 94). When this document is executed, it should be delivered or faxed to the detention center where the juvenile was admitted.

I. Transportation to a Medical Facility

Officers should arrange for appropriate transportation and/or medical treatment of juveniles who are in need of immediate medical attention or under the influence of drugs or alcohol to appropriate services. If possible, notify a parent or guardian prior to transport.

J. Police Activity at Schools

1. Officers entering school grounds should be aware of the potential disruption of the educational process that police presence may cause. Prior to entering a school to conduct an investigation, arrest or search, officers should consider the necessity of such action based on:
 - a. The potential danger to persons
 - b. The likelihood of destruction of evidence or other property
 - c. The ability to conduct the investigation, arrest, or search elsewhere

2. Student Interview and Interrogation

When questioning student witnesses or victims, officers are encouraged to have a school administrator present. When the questioned student is a suspect and a juvenile, a parent or legal guardian must be present during any interviews or questioning of the student. The parent/guardian and student must both be advised of the student's rights as outlined herein.

3. Taking a Student Into Custody

Officers should remove students from school premises only after placing them under arrest or obtaining parent/guardian and student consent.

K. Child Abuse and Neglect

As required by C.G.S. §17a-101, when officers have reasonable cause to suspect that a child or youth (child abuse and neglect statutes pertain to all under the age of 18 years) has been abused or neglected, an immediate telephone report to the Department of Children and Families Child Abuse and Neglect HOTLINE must be made (1-800-842-2288).

1. Reasonable Cause: An officer can have "reasonable cause" to suspect that a child is abused or neglected if, considering what physical evidence the officer observes or is told about, and from the officer's own training and experience, it is possible that the injury or condition was caused by neglect or by non-accidental means. The officer need not be absolutely certain in order to possess the necessary reasonable cause.
2. Criminal assault: In situations where a child is injured by an individual such as a neighbor or stranger who is not a parent, guardian, foster parent, school employee or volunteer, staff personnel or volunteer of a day care setting, staff of a licensed camp, or employee or volunteer in a residential child care

setting, officers should proceed with the incident as a criminal assault and a report to DCF is not required. A written report to DCF must follow within 48 hours. State report form DCF 136 will be used. The following categories must be reported:

- a. Abuse, including:
 - Non-accident injuries
 - Injuries without consistent explanations

- b. Maltreatment, including:
 - Malnutrition
 - Sexual Abuse
 - Sexual exploitation
 - Deprivation
 - Emotional maltreatment
 - Cruel punishment

- c. Neglect, including:
 - Abandonment
 - Denial of proper care and attention
 - Living under conditions which are injurious to well being
 - At risk of abuse

L. Maintaining Juvenile Records

The Records Clerk shall be responsible for the collection, dissemination, and retention of juvenile records. All records pertaining to juveniles shall be considered confidential. All persons requesting juvenile records will be referred to the Records Clerk, who will release records and information concerning juveniles only in conformance with applicable Connecticut State Statutes. Fingerprint cards and records relating to juvenile offenders shall not be open to the public inspection, except as authorized by C.G.S. §46b-124 and shall not be combined with fingerprint cards and records relating to adult offenders. Erasure of records regarding juveniles shall comply with C.G.S. §46b-146. Upon the receipt of a court order to expunge or seal a criminal history record, the Records Clerk shall ensure that the requirements of the order are met.

L. School Threats Involving Weapons

Weapons related threats received concerning schools shall be investigated. By agreement with the school superintendent, the police investigation will take precedence, but we will, in turn, keep school officials notified of the outcome of our investigation as soon as practical. Investigative steps shall include but are not limited to:

- a. Response to the school if during school hours.
- b. Interview the complainant or school employee with knowledge of the threat.
- c. Notification to the chief of police and ranking school administrator on site
- d. Identification and Investigation of the suspect making the threat
- e. Locate the suspect and identify his or her residence
- f. Interview of the parent(s) or guardian
- g. Interview other witnesses
- h. Interview of the suspect following juvenile interview procedures if applicable
- i. Seek consent to search the areas under the suspect's control to determine if there are means to carry out the threat.
- j. Consider a search warrant if PC exists and the suspect is not cooperative.
- k. Notify the ranking school administrator when an arrest is made and or when appropriate for them to initiate their internal investigation.
- l. Access and review school video surveillance systems.



February 28, 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 seven (7) refunds totaling \$1,354.19.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

	0.	CL
	44.40	⊕
	90.81	⊕
	281.51	⊕
	43.33	⊕
	25.38	⊕
	58.76	⊕
	810.00	⊕
007	1,354.19	TL