

**TOWN OF EAST HAMPTON  
TOWN COUNCIL MEETING  
TUESDAY SEPTEMBER 4, 2018  
6:30PM**

**East Hampton Municipal Building  
Quarterly Update – September 4, 2018**

Prepared by C&E Enterprise, LLC.

**1. Schedule Update:**

- *We are still moving forward on the same timeline as previously reported, with a planned ground breaking for Friday September 28, 2018 at 1:00. The start date for site work is still on schedule with this fall. Building substantial completion is planned for the end of January early February 2020. This shifted a little bit based upon the estimate reconciliations and design finalization.*
- *We are targeting a date of September 14th, 2018 to officially transfer the land to the Town of East Hampton pending OSTA approval. The attorneys are ready.*

**2. Current Financials:**

*Please see the attached report with invoices through 8/30/18*

**3. Project Progress to Date:**

- *We are still waiting for the final OSTA approval and hope to have this back this coming week.*
- *The Building Department elected to engage a third party reviewer to perform a code review on the Town's behalf. The Building Officials selected Versteeg Associates for this endeavor. They will be performing this thorough review within 30 days and providing their recommendations/feedback to the Building Inspector and Fire Marshall.*
- *The Owner's review set of completed drawings were completed on August 28<sup>th</sup> and sets have been delivered to Versteeg Associates as well as the Building Department, Town Managers Office and our office.*
- *There will be two professional estimates completed on this Owner's Review set of construction documents to ensure we are staying on budget with our design and pricing as we prepare to get started with construction in a few weeks.*

- *The Site work and concrete early release package was uploaded to the DAS website and is also available on Newfield's website. We currently have interest in the site work from at least 8-10 companies. There was a pre-bid meeting on the site with Newfield and a number of the bidders this past Thursday August 30<sup>th</sup> at 1:00. Bids are due by September 11<sup>th</sup> and will be opened publicly at 1:00 in the Town Hall Meeting Room.*

#### **4. Architect Update re: Design Progress**

- *The Owner's review set has been completed and officially released.*
- *Amenta Emma will have their Construction Documents completed to 100% by October 3, 2018 and ready for trade bidding.*
- *Rob Adams from Amenta Emma continues to work with the Design Subcommittee in making the final selections. At this point everything has been selected with the exception of a few small items like paint color in bathrooms, etc. This will be wrapped up at our meeting on September 13<sup>th</sup>.*

#### **IMPORTANT DATES**

September 17, 2018 – Final Estimates due to Newfield, Amenta Emma and C&E Enterprise, LLC.  
September 20, 2018 – Final Reconciliation of Estimates to be completed.  
September 24 thru September 27, 2018 – Award early trade contracts (Site work, Concrete)  
September 28, 2019 – Ground Breaking Ceremony – 1:00 P.M.  
October 3, 2018 – Completion of 100% Construction Documents for bid.  
October 4 thru November 7, 2018 – Bid remaining trade packages.

# East Hampton Municipal Building - Financial Statement

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to nearest dollar.

SEE ATTACHED ADENDUM

APPLICATION NUMBER: 4  
 APPLICATION DATE: 9/4/2018  
 PERIOD TO: 9/4/2018

ARCHITECT'S PROJECT NO: Station /BOE Building  
 East Hampton Town Hall / Police

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C BUDGETED SCHEDULED VALUE	D ACTUAL VALUE	E		F WORK COMPLETED THIS PERIOD	G MATERIALS PRESENTLY STORED (NOT IN D O R E)	H		I BALANCE TO FINISH (C-G)	J RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
	Unit Renovations										
1	General Conditions & Soft Costs	\$ 3,636,067.00	\$ -	\$ 572,501.18	\$ 217,678.41	\$ -	\$ -	\$ 790,179.59	21.73%	\$ 2,845,887.41	\$ -
2	Insurance & Bonds	\$ 355,453.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 355,453.00	\$ -
4	Construction Costs	\$ 12,760,395.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 12,760,395.00	\$ -
62	Design / Estimating Contingency	\$ 1,014,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,014,150.00	\$ -
63	Owner's Contingency 7%	\$ 1,214,935.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 1,214,935.00	\$ -
	TOTALS	\$ 18,981,000.00	\$ -	\$ 572,501.18	\$ 217,678.41	\$ -	\$ -	\$ 790,179.59	4.16%	\$ 18,190,820.41	\$ -



**ANCHOR**  
ENGINEERING SERVICES, INC.

T: 860.633.8770  
F: 860.633.5971  
[www.anchorengr.com](http://www.anchorengr.com)

41 Sequin Drive + Glastonbury, CT + 06033

August 30, 2018

Mr. Michael Maniscalco  
East Hampton Town Manager  
20 East High Street  
East Hampton, CT 06424

Re: Extension of Air Line State Park Trail – Phase II  
Contractor Recommendation

Dear Mr. Maniscalco:

Anchor Engineering Services, Inc. has completed a review of the bids submitted for the above referenced project. Enclosed please find the project bid tabulation.

As shown in the tabulation, Dichello Construction, LLC (Dichello Construction) submitted the lowest total bid in the amount of \$249,000.00.

Based upon a submission of the lowest qualifying bid and a review of previous and on-going work performed by Dichello Construction for the Town of Portland, Anchor Engineering recommends that Dichello Construction be awarded the contract for the Extension of the Air Line State Park Trail – Phase II.

If you have any questions regarding the above or the enclosed information, please don't hesitate to contact me at (860) 633-8770.

Sincerely,

Kevin R. Grindle, PLA, ASLA  
Project Manager / Associate

Cc: Jeremy Hall, Director, East Hampton Parks & Recreation

ANCHOR ENGINEERING SERVICES, INC.  
TOWN OF EAST HAMPTON  
EXTENSION OF AIR LINE STATE PARK TRAIL - PHASE II CONSTRUCTION BID TABULATION  
EAST HAMPTON, CONNECTICUT  
AUGUST 30, 2018

ITEM NO.	SPECIFICATION NUMBER	CONSTRUCTION ITEM	Dichello Construction		B&W Paving & Landscaping		EngineerZoom		Suchocki & Son		Palmer Excavating		Winthrop Construction		Butler Construction	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
REQUIRED ITEMS																
1	01 50 00	Mobilization & Demobilization	1	LS	\$13,000.00	\$13,000.00	\$40,000.00	\$40,000.00								
2	01 55 26	Maintenance and Protection of Traffic	1	LS	\$1,000.00	\$1,000.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$7,700.00	\$7,700.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00
3	01 56 00	Anti-Tracking Apron	90	SY	\$10.00	\$900.00	\$20.00	\$1,800.00	\$22.00	\$1,980.00	\$10.50	\$945.00	\$35.00	\$3,150.00	\$44.00	\$3,960.00
4	31 11 00	Clearing & Grubbing	1	LS	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$2,500.00	\$2,500.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00
5	31 23 00	Borrow	100	CY	\$18.00	\$1,800.00	\$50.00	\$5,000.00	\$28.00	\$2,800.00	\$45.00	\$4,500.00	\$36.00	\$3,600.00	\$20.00	\$2,000.00
6	31 37 00	RIPRAP Swale, Plunge Pool & Outlet Pads	30	CY	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$92.00	\$2,760.00	\$195.00	\$5,850.00	\$130.00	\$3,900.00	\$200.00	\$6,000.00
7	32 11 00	Processed Aggregate Base	3,250	CY	\$36.00	\$117,000.00	\$50.00	\$162,500.00	\$62.00	\$201,500.00	\$26.00	\$84,500.00	\$71.00	\$230,750.00	\$22.00	\$71,500.00
8	32 11 13	Formation of Subgrade	1,500	CY	\$6.00	\$9,000.00	\$5.00	\$7,500.00	\$5.00	\$7,500.00	\$22.00	\$33,000.00	\$66.00	\$99,000.00	\$50.00	\$75,000.00
9	32 15 00	Stone Dust Paving	10,000	CY	\$1.70	\$17,000.00	\$2.00	\$20,000.00	\$5.00	\$50,000.00	\$6.25	\$62,500.00	\$3.50	\$35,000.00	\$10.00	\$100,000.00
10	32 17 23	Painted Pavement Markings (Crosswalk)	450	CY	\$18.00	\$8,100.00	\$20.00	\$9,000.00	\$53.00	\$23,850.00	\$70.72	\$31,824.00	\$78.00	\$35,100.00	\$25.00	\$11,250.00
11	32 17 23	Sign face sheet aluminum	1	EA	\$1,800.00	\$1,800.00	\$500.00	\$500.00	\$3,011.00	\$3,011.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00
12	32 31 00	Steel Pipe Swing Gate	3	EA	\$3,500.00	\$10,500.00	\$3,000.00	\$9,000.00	\$9,000.00	\$27,000.00	\$6,000.00	\$18,000.00	\$9,000.00	\$27,000.00	\$9,000.00	\$27,000.00
13	32 31 29	Wood Fences	145	LF	\$20.00	\$2,900.00	\$55.00	\$7,975.00	\$38.00	\$5,510.00	\$25.00	\$3,625.00	\$59.00	\$8,555.00	\$35.00	\$5,075.00
14	32 91 19	Topsoil	3,000	SY	\$1.00	\$3,000.00	\$10.00	\$30,000.00	\$6.50	\$19,500.00	\$5.25	\$15,750.00	\$8.00	\$24,000.00	\$5.00	\$15,000.00
15	32 92 00	Turf Establishment	3,000	SY	\$1.00	\$3,000.00	\$10.00	\$30,000.00	\$2.00	\$6,000.00	\$1.80	\$5,400.00	\$5.00	\$15,000.00	\$5.00	\$15,000.00
16	33 42 13	Storm Drain (12" HDPE Pipe)	32	LF	\$25.00	\$800.00	\$100.00	\$3,200.00	\$42.00	\$1,344.00	\$42.00	\$1,344.00	\$110.00	\$3,520.00	\$20.00	\$640.00
17	33 42 13	Storm Drain (12" HDPE Flared End)	2	EA	\$500.00	\$1,000.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$420.00	\$840.00	\$950.00	\$1,900.00	\$500.00	\$1,000.00
18	34 74 13	Timber Rail Guide	110	LF	\$10.00	\$1,100.00	\$100.00	\$11,000.00	\$55.00	\$6,050.00	\$53.90	\$5,928.50	\$69.00	\$7,590.00	\$28.00	\$3,080.00
19	Allowance	Clearing & Grubbing Between STA. 15+25 - 20+75	1		\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
			<b>TOTAL</b>			\$249,000.00	\$463,925.00	\$555,555.00	\$369,807.00	\$637,839.00	\$354,405.00	\$298,833.00				

ITEM NO.	SPECIFICATION NUMBER	CONSTRUCTION ITEM	QUANT.	UNIT	Dichello Construction		B&W Paving & Landscaping		EngineerZoom		Suchocki & Son		Palmer Excavating		Winthrop Construction		Butler Construction	
					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
TOTAL																		
					\$249,000.00	\$463,925.00	\$555,555.00	\$369,807.00	\$637,839.00	\$354,405.00	\$298,833.00							

Unit Price in Words and Estimated Quantities were used in calculating Bid Tabulations where mathematical inconsistencies were found on Bid Proposal Forms.  
Dichello Construction Company is the apparent Low Bidder for this project

**TOWN OF EAST HAMPTON  
AGENDA REPORT**

AGENDA ITEM: 86

DATE: August 30, 2018  
SUBJECT: Police Vehicle Repair  
DEPARTMENT: All

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**BACKGROUND:**

The East Hampton Police Department sought bids for the towing, maintenance and repair of police vehicles from private contractors. Bell Town Motors Inc. was the only company submitting a bid and they currently employ ASE certified mechanics; they are equipped with computerized diagnostic capabilities and can provide 24 hour towing service. Bell Town Motors Inc. currently has the bid to provide the police department with the above listed services and we are happy with the service provided to us.

<b>Product</b>	<b>Contract Period</b>	<b>Cost</b>	<b>MISC</b>
<b>Hourly Rate</b>	<b>9/04/2018-12/31/2019</b>	<b>\$93.00 Hr</b>	
<b>"Mark Up" on Parts</b>	<b>9/04/2018 -12/31/2019</b>	<b>30% average</b>	
<b>Towing</b>	<b>9/04/2018 -12/31/2019</b>	<b>\$60.00</b>	<b>Plus \$6.00 per mile</b>
<b>Storage</b>	<b>9/04/2018-12/31/2019</b>	<b>\$30.00</b>	<b>After 5 days \$37.00</b>
<b>Tire Storage</b>	<b>9/04/2018 -12/31/2019</b>	<b>\$00.00</b>	<b>Up to 30 Tires</b>
<b>Disposal Fees</b>	<b>9/04/2018 -12/31/2019</b>	<b>\$00.00</b>	
<b>Diagnostic Fees</b>	<b>9/04/2018 -12/31/2019</b>	<b>\$93.00</b>	

**RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to purchase towing, maintenance and repair of police vehicles from Bell Town Motors Inc. for the time period specified below.

The contract period will be from Date of Award through December 31,2019. The East Hampton Police Department reserves the right to extend this contract for a period of up to the full original contract term or parts thereof not to exceed three (3) years.

**ALTERNATIVE ACTIONS**

Re- issue new bid for services.

**FISCAL IMPACT**

The Police department has budgeted \$20,000 for vehicle repairs in the 2018/2019 fiscal year.

## TOWN OF EAST HAMPTON AGENDA REPORT

Agenda Item: 9b

DATE: August 28, 2018  
SUBJECT: Preservation Resolution  
DEPARTMENT: Town Clerk's Office

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RECOMMENDED ACTION: Approval of the resolution.

### BACKGROUND

In 2001, the Legislature passed a statute allowing Town Clerk's to charge an additional \$3.00 per document recorded on their land records. Every month a portion of the revenue collected is sent to the Connecticut State Library and is returned to the Town Clerk's in the form of a grant. The money generated from this additional fee is to be used for the development of a formal town-wide or multi-office cooperative records management program or management and care of permanent, archival and historical records on a town-wide or multi-office cooperative basis. Every year a resolution must be passed authorizing the town manager to execute and deliver a contract with the Connecticut State Library prior to applying for this grant. The grant is in the amount of \$4,500 and all applications must be completed prior to September 30, 2018.

### ALTERNATIVE ACTIONS

None.

### FISCAL IMPACT

This grant will allow this office to continue preserving land records, minutes and other historical records on file in this office using grant money rather than increasing my budget. This was the purpose of passing legislation due to unfunded budgets and the deterioration of the historic records.

Authorization – State Library Historic Document Preservation Grant

**BE IT RESOLVED THAT** Michael Maniscalco, Town Manager of the Town of East Hampton, is empowered to execute and deliver in the name of an on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

**EAST HAMPTON TOWN COUNCIL**

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Melissa Engel, Chairperson

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Mark Philhower, Vice Chairperson

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Peter "James" Brown

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Timothy Feegel

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Dean Markham

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Josh Piteo

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Kevin Reich

Dated this 4<sup>th</sup> day of September, 2018



## SHORT-TERM RESIDENTIAL RENTAL ORDINANCE

Be it ordained by the Town Council of East Hampton, as follows:

**Section 1.****1.1 Purpose**

Pursuant to the authority set forth in Conn. Gen. Statutes §7-148(b)(7)(A), the purpose of this section is to promote the safety, health, morals and general welfare of the inhabitants of the Town of East Hampton, and to provide a process through which certain Residential Units (as defined herein) may be registered with the town of East Hampton for use as Short-Term Rental Units (as defined herein).

**1.2 Definitions**

As used in this Article capitalized terms shall have the meaning set forth herein, and as otherwise set forth in the East Hampton Housing Code:

*Booking Agent.* Any person or entity that provided Booking Services or otherwise facilitates reservations or collects payment for a Short-Term Rental Unit on behalf of or for an Operator.

*Booking Services.* A reservation or payment service, including services provided through a Short Term Rental Platform that facilitates a short-term rental transaction between a Short-Term Rental Operator and a potential guest of a Short-Term Rental Unit.

*Code.* East Hampton Housing Code.

*Guest.* Any person renting a short-term rental unit.

*Ineligible Units.* Residential Units which are not registered on the Short-Term Rental Registry, or which are otherwise deemed ineligible for use as Short-Term Rental Units and identified as Ineligible Units on the Short-Term Rental Registry.

*Operator.* A natural person who is the owner of the Residential Unit that he or she seeks to offer as a Short-Term Rental. Only one owner may be registered as an Operator on the Short-Term Rental Registry for a Residential Unit, and it shall be unlawful for any other person, even if that person is an owner and meets the residency qualifications to offer a Residential Unit for Short-Term Residential Rental.

*Operator's Primary Residence.* The Dwelling Unit in which the Operator resides as his or her Primary Residence. Primary Residence is determined as of the date of registration of the Residential Unit on the Short-Term Rental Registry, by the Operator providing evidence that he or she resides in the Residential Unit for at least the past twelve months, as demonstrated by at least two of the following: utility bill, tax bill, voter registration, motor vehicle registration, deed, driver's license or state-issued identification.

*Registration Number.* A unique verification number generated by the Town for each single Residential Unit registered as a Short-Term Rental. Registration Numbers shall be valid for the calendar year during which they are assigned, January 1<sup>st</sup>-December 31<sup>st</sup>, and shall be associated with both a single Residential Unit and a single Operator. The Registration Number must be included on any listing or advertisement offering a unit as a Short-Term Rental.

*Residential Unit.* A Dwelling Unit within an Operator's Primary Residence , but excluding: a congregate living complex; elderly housing; a group residence; a homeless shelter;; temporary dwelling structure; transitional housing. The term "Residential Unit" shall not include a hotel, motel, executive suite, or other non-residential use.

*Short-Term Rental(s).* The use of a Residential Unit for residential occupancy by a person or persons for a period not to exceed thirty (30) consecutive calendar days for a fee. A Short-Term Rental may be facilitated through a Booking Agent.

*Short-Term Rental Unit.* A Residential Unit, or any portion thereof, that is (A) offered to a guest as temporary lodging for a fee for a period not to exceed thirty (30) consecutive calendar days, and (B) not a hotel or motel.

*Short-Term Rental Operator.* Any Operator of a Short-Term Rental Unit who offers such property for a fee through a Short-Term Rental Platform.

*Short-Term Rental Platform.* Any advertising service, media, or platform, including an internet website, that (A) allows for a Short-Term Rental Operator to offer a Residential Unit, for use as a Short-Term Rental Unit, (B) allows potential guests to arrange payment for use of a Short-Term Rental Unit, whether such guest pays directly to the Short-Term Rental Operator or to a Booking Agent or through the Short-Term Rental Platform, and (C) derives revenue from providing or maintaining Booking Services for a Short-Term Rental Unit.

*Short-Term Rental Registry.* The database maintained by the Town that includes information on each Operator permitted to offer a Residential Unit as Short-Term Rental Unit.

*Zoning Enforcement Officer.* The Zoning Enforcement Officer for the Town of East Hampton or a designee, referred to herein as eth "ZEO".

### **1.3 Short-Term Residential Rentals in the Town of East Hampton**

No Residential Unit shall be offered as a Short-Term Rental Unit except upon receipt of a Registration Number by the Town and otherwise in compliance with all other provisions of this ordinance and the Code.

### **1.4 Ineligible Rental Units**

- a. The following Residential Units are not eligible to be offered as Short-Term Rental Units:
  - (i) Residential Units designated as below market rate or income-restricted, that are subject to affordability covenants, or that are otherwise subject to housing or rental assistance under local, state, or federal law;
  - (ii) Residential Units subject to any requirement of local, state, or federal law or private restriction that prohibits the leasing or subleasing of the unit or use of the unit as a Short-Term Rental Unit;
  - (iii) Residential Units that are located within properties designated as "Blighted Premises" as defined in the Town of East Hampton Ordinances, Chapter 171;

- (iv) Residential Units that are the subject of 3 or more findings of violations of this section within a six-month period, or 3 or more violations of any municipal ordinance or state law or code relating to excessive noise, improper disposal of trash, disorderly conduct, or other similar conduct within a six-month period;
- (v) Residential Units located within a Dwelling which is not occupied by an Operator as his or her Primary Residence; and
- (vi) Residential Units designated as Ineligible Units on the Short-Term Rental Registry.

### **1.5 Requirements for Short-Term Rentals**

A Short-Term Rental Operator shall register only one (1) Residential Unit per Dwelling, subject to the following provisions:

- a. *Registration.* The Operator shall register the Residential Unit in accordance with Section 1.6 of this Ordinance and obtain a Registration Number.
- b. *Local Contact.* When registering, a Short-Term Rental Operator must provide his or her name, address and telephone contact information, and, in the event the Short-Term Rental Operator is not present during the Short-Term Rental, the name, address and telephone contact information of an individual who is able to respond in person to any issues or emergencies that arise during the Short-Term Rental within two (2) hours of being notified. Contact information must include a telephone number that is active 24 hours per day and available to Short-Term Rental occupants, and the Town.
- c. *No Outstanding Violations.* The Residential Unit offered as a Short-Term Rental shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, delinquent taxes, orders of abatement, or cease and desist orders, or other requirements, laws or regulations that prohibit the use of the Residential Unit as a Short-Term Rental. If a violation or other order is issued after the Residential Unit has been registered on the Short-Term Rental Registry, the ZEO shall suspend the Residential Unit's registration and list the Residential Unit as an Ineligible Unit until the violation has been abated.
- d. *Compliance and Interaction with Other Laws.* Short-Term Rental Operators shall comply with all applicable federal, state, and local laws and codes, and all other regulations applicable to residential dwellings, including the Code. The Residential Unit offered as a Short-Term Rental shall be in compliance with all Town ordinances, and shall be subject to the requirements of such ordinances, including the Code.
- e. *Retention of Records.* The Short-Term Rental Operator shall retain and make available to the Town, upon written request, records to demonstrate compliance with this ordinance, including but not limited to: records demonstrating the residency of the Short-Term Rental Operator; records showing that the Short-Term Rental Operator is the owner of Residential Unit; and records demonstrating number of days per year that Residential Unit is offered as a Short-Term Rental. The Operator shall retain such records for a period of three years from the date the Residential Unit is registered with the Town.
- f. *Notifications.*
  - (i) The Operator shall include the Registration Number issued by the Town on any listing offering the Residential Unit as a Short-Term Rental and shall post a sign on the inside of the Residential Unit providing the Registration Number, contact information for the

Operator, and information on the location of all exits from the Dwelling and the location of all fire extinguishers in the Residential Unit.

- (ii) Any Booking Agent shall permit an Operator to include the Registration Number on any listing offering the Residential Unit as a Short-Term Rental.
- (iii) The Operator shall, within thirty (30) days of approved registration, provide notice to abutters of a Resident Unit that the Residential Unit has been registered as a Short-Term Residential Rental. For the purposes of this section, an abutter shall be defined as any residential dwelling located within one-hundred (100) feet of said Residential Unit.

#### **1.6 Short-Term Rental Registration Process; Certifications; Fee.**

- a. *Registration Process.* An Operator who wishes to offer his or her Residential Unit as a Short-Term Rental shall register with the town, online or in paper form prescribed by the Town, to be listed on the Short-Term Rental Registry. A registration shall be valid for a one-year term, from January 1<sup>st</sup> through December 31<sup>st</sup> of each year or for such alternative twelve-month period as the Town shall determine. The information to be listed on the Short Term Rental Registry shall include: the Operator name, address and telephone contact information, the address of Residential Unit, and Operator's relationship to the unit. The Operator shall certify that the Residential Unit is not an Ineligible Unit, and that the Operator and with Residential Unit shall comply with the requirements of this ordinance. An Operator who successfully registers his or her Residential Unit as a Short-Term Rental Unit shall be issued a Registration Number.
- b. *Fees.* There is established an annual registration fee for Short-Term Rental Units in an amount of \$100 annually, and may be annually amended by the Town Council.
- c. *Re-Registration Upon Unit Turnover.* A registration shall be personal to both to the Residential Unit and the Operator and will not automatically transfer upon the sale or transfer of the Residential Units. A new Operator is responsible for ensuring that he or she re-registers with the Town to obtain a new Registration Number if they wish to continue to list the Residential Unit on the Short-Term Rental Registry.
- d. *Amending Registration Upon Change in Primary Residence.* If an Operator offering a registered Residential Unit ceases to be a Primary Resident of the Residential Unit, the Operator shall immediately notify the Town to remove the Residential Unit from the Short-Term Rental Registry.
- e. *Bulk Registration by Booking Agent.* Noting herein shall prohibit a Booking Agent from entering into an agreement with the Town to provide registration services for Short-Term Rental Operators.

#### **1.7 State Room Occupancy Tax.**

A Residential Unit subject to the provisions of this Ordinance that is also subject to the Room Occupancy Tax under Conn. Gen. Stat. § 12-407 and 12-411, or any other excise or surcharge pertaining to Short-Term Rentals or transient occupancy and shall comply with the provisions of said statutes.

Notwithstanding any provision or requirement to the contrary, an Operator may use a Booking Agent for purposes of collecting and remitting the applicable room occupancy tax to the State, and said Booking Agent may enter into an agreement with the Town for the collection and remittance of such tax. If an

Operator does not use a Booking Agent to collect payment for a Short-Term Rental, the Operator shall be responsible for collecting and remitting the applicable room occupancy excise tax to the State.

### **1.8 Complaint Process; Violations.**

- a. *Complaint.* A complaint alleging that a Residential Unit is in violation of this section or any applicable law, code or regulation may be filed with the ZEO. The complaint must contain the Residential Unit's address, unit number, date and nature of alleged violation(s), and name and contact information of the complainant.
- b. *Review of Complaint.* Within thirty (30) days after receipt of a complaint, the ZEO or a designee shall investigate the complaint and shall determine whether there may be a violation. If the alleged violation is under the jurisdiction of another city or state or federal agency, the ZEO shall refer the complaint to such agency for further action. Upon a finding of a potential violation, the ZEO or a designee shall serve notice of the violation upon the Operator of the Residential Unit at issue, if such unit is listed on the Short-Term Rental Registry, and upon the owner or resident agent of record of the Residential Unit at issue, if such unit is not listed on the Short-Term Rental Registry, and if not abated within seven (7) days of receipt of such notice of violation, the ZEO shall issue a cease and desist order in accordance with Conn. Gen. Statutes §8-7. *Right to Hearing.* A person upon whom a cease and desist order has been served may appeal such order to the Town Zoning Board of Appeals in accordance with the provisions of Conn. Gen. Statute §§8-7 and 8-12.

### **1.9 Penalties.**

- a. *Offering an Ineligible Unit as a Short-Term Rental Unit.* Any person who offers an Ineligible Unit as a Short-Term Rental Unit, or any Booking Agent who accepts a fee for booking a Ineligible Unit as a Short-Term Rental Unit, shall be fined three hundred dollars (\$300) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation. The ZEO or a designee may also seek an injunction from a court of competent jurisdiction prohibiting the offering of the Ineligible Unit as a Short-Term Rental Unit.
- b. *Failure to Register.* Any person who offers a Residential Unit as a Short-Term Rental without registering with the Town, or any person who offers a Residential Unit as a Short-Term Rental while the unit's registration on the Short-Term Rental Registry is suspended, shall be fined one hundred dollars (\$100) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.
- c. *Failure to Comply with Notice of Violation.* Any person who fails to comply with any notice of violation or other order issued pursuant to this section by the Commissioner or a designee for a violation of any provision of this section shall be fined one hundred dollars (\$100) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.
- d. *Collection of Citation Penalties.* The Town may collect the fines imposed by this ordinance in accordance with the provisions of Conn. Gen. Stat. §7-152c.

**1.10 Enforcement.**

- a. *Enforcement by Town.* The provisions of this section may be enforced by the Zoning Enforcement Officer, in accordance with applicable local or state law, and may include, if applicable, seeking to restrain a violation by injunction.
- b. *Enforcement by Booking Agent.* The Town may enter into agreements with Booking Agents for assistance in enforcing the provisions of this ordinance , including but not limited to an agreement whereby the Booking Agent agrees to remove a listing from a Short Term Rental Platform for exceeding the maximum number of days a Residential Unit may be offered as a Short-Term Rental, or whereby the Booking Agent agrees to remove a listing from a Short Term Rental Platform that is deemed to be an Ineligible Unit under the provisions of this ordinance, or whereby the Booking Agent agrees to prohibit a Short Term Rental Platform from listing Short Term Rental Unit without a valid Registration Number from the Town.

**1.11 Data Sharing.**

A Booking Agent shall provide to the Town, on request, an electronic report, in a format determined by the Town, of the listings maintained, authorized, facilitated or advertised by the Booking Agent within the Town for the applicable reporting period. The report shall include a breakdown of where the listings are located, whether the listing is for a room or a whole unit, and shall include the number of nights each unit was reported as occupied during the applicable reporting period.

**Section 2.** The provisions of this ordinance shall take effect on \_\_\_\_\_.

### Short-Term Rental Units

This Section of the regulations is intended to allow for the offering of Short-Term Residential Rentals as defined in the Short Term Rental Ordinance, including so-called "Air BnB" rentals, in residential areas.

Capitalized terms in this section are defined in the Short Term Rental Ordinance. It is the intent of this Section to insure that Short-Term Residential Rental operations do not infringe upon the privacy, peace and tranquility of surrounding residents nor decrease the aesthetic or real value of surrounding properties.

Short-Term Residential Rental operations may be permitted only in Residential Zones as a Special Permit, under Section 9.2 of these regulations provided that in addition to these regulations the following requirements must be met.

1. The applicant shall provide written confirmation from the Health Official, Building Official, and Fire Marshal that all requirements of the applicable Health, Building and Fire Codes, as they apply to the Short-Term Residential Rentals, can be met.
2. Only one owner may offer his or her Residential Unit as a Short-Term Rental. The owner is known as a Short-Term Rental Operator for this purpose.
3. A Short-Term Rental Operator must register the Short-Term Rental Unit with the Town to be listed on the Short-Term Rental Registry and must obtain a Registration Number in order to operate his or her Residential Unit as a Short Term Rental Unit.
4. The Short-Term Rental Unit shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, delinquent taxes, orders of abatement, or cease and desist orders, or other requirements, laws, or regulations that prohibit the Operator from offering the Short-Term Rental Unit.
5. A Short-Term Rental Operator may only offer one Short Term Residential Unit per Dwelling.
6. The Short-Term Rental Unit shall be considered as an accessory use of a residential property, and shall comply with all requirements of the zoning regulations for accessory uses.
7. The Short-Term Rental Unit shall be contained within the existing footprint of the residence.
8. No more than 50% of the floor area of the residence shall be used as a Short Term Rental Unit.
9. No building addition or free standing building shall be constructed in order to accommodate or otherwise make room for the Short-Term Rental Unit, except for additions for structures required under local or State Health and Safety codes. An existing outbuilding may accommodate a Short Term Rental Unit, but shall not be added on to or enlarged..
10. There shall be a maximum of two (2) adult guests per each bedroom of the Short Term Rental Unit.
11. Complete bathrooms shall be provided at a rate of one per two bedrooms of the Short Term Rental Unit.
12. Access to a Short Term Rental Unit shall be via a main entrance or foyer within the Dwelling. No Short Term Rental Unit shall have a separate exterior access except as may be required by fire or building code or where an outbuilding is to be used.
13. The lot shall be of adequate size and shape to provide one parking spot for each Short Term Rental Unit bedroom and screened from public view and preferably located to the rear of the residence where possible.

14. The Commission may require fencing, earth berms, evergreen vegetation or other buffers to reduce visual conflicts with neighbors.
15. A waiver for any of these provisions may be allowed with a  $\frac{3}{4}$  vote of all of the members of the Commission, where the Commission determines both that i) allowing for such a waiver will implement the purposes of this regulation, and ii) will not negatively impact abutting property owners.



## Town of East Hampton, Connecticut Business Incentive Program Ordinance

### A. Purpose

The purpose of the Business Incentive Program is, in accord with the Town's Plan of Conservation and Development (POCD), to attract new businesses to the Town, promote the expansion of existing businesses (including home-based businesses relocating into commercial, industrial, and design development zones), and to encourage the rehabilitation and reuse of vacant commercial and industrial buildings. It is the intent of the Town:

- (1) to assist in the creation of jobs for local residents,
- (2) to create long term tax base growth through the appropriate replacement, reconstruction, expansion or remodeling of existing business facilities,
- (3) to encourage the construction of new commercial and industrial facilities in accord with the Future Land Use Plan found in the Town's POCD, and
- (4) to encourage substantial investment in new machinery, equipment and other personal property subject to taxation within the Town.

### B. Business Incentive Program Ordinance; Authority

Subject to Connecticut General Statutes (CGS) Sec. 12-65b and Sec. 12-65h the Town of East Hampton (the Town) ~~shall~~ may, by affirmative vote of its legislative body, enter into a written agreement with any party owning or proposing to acquire an interest in real property, or an interest in real property upon which is located or proposed to be located a Office use; retail use; manufacturing use; warehouse, storage or distribution use; structured multilevel parking use necessary in connection with a mass transit system; information technology; recreation facilities; transportation facilities; or mixed-use development ~~manufacturing facility~~ as defined in subdivision (72) of CGS Sec. 12-81, fixing the assessment of the real property and all improvements to be constructed thereon ~~and therein or of the personal property located in the manufacturing facility~~, which is the subject of the agreement in accordance with the provisions of Section I of this Ordinance.

### C. Economic Development Commission

The East Hampton Economic Development Commission (EDC or "the Commission") shall provide any property owner or lessee with general information concerning the Business Incentive Program (the Program), prepare and supply interested parties with an Application to participate in the Program and any other information that may be reasonably requested by an interested party. An "interested party" is one who owns or proposes to acquire an interest in real property as defined in CGS Sec. 12-65b and who is considering replacement, reconstruction, expansion, or remodeling of existing business facilities located or to be located in East Hampton.

The EDC may perform research about any party applying to participate in the Program and may request of any such party any relevant information that in the opinion of the EDC bears upon consideration of the application. The EDC shall obtain from the Tax Assessor an evaluation of the impact of any proposed abatement of taxes on the applicable Grand List and an estimate of the impact on future Grand Lists.

#### **D. General Requirements**

Applications properly filed with the Town will be considered for the Program, provided:

- Applicant must possess a good environmental practices history and be able to demonstrate adequate financial strength to finance the proposed capital improvements and expansions to the real property and machinery and equipment purchases that would be the subject of the agreement.
- The proposed use is located in an appropriate zone as defined by East Hampton's Zoning Regulations.
- The proposed use receives approvals, licenses, and permits of the East Hampton Planning and Zoning Commission and of other East Hampton, State of Connecticut and federal agencies, boards, commissions, and officials having jurisdiction with respect to the project, as required.
- No real estate property tax or other tax or fee or municipal charge due East Hampton by the Applicant, the businesses, or any other business organization or entity owned or controlled by the Applicant is unpaid at the time the Application is submitted or at any time thereafter.
- If the Applicant is relocating its business to East Hampton, the applicant should provide a five year history of tax assessments and payments to the municipality or municipalities and/or other political subdivisions in which its business was operated.
- The project must have a clear economic benefit to East Hampton, as described by the Applicant on the application.

Notwithstanding the results of any scoring under Section H, if the project does not constitute a net benefits to the Town – economically, civically, or in quality of life – the Economic Development Commission may decline to refer the application to the Council for consideration.

#### **E. Application Procedure**

All tax incentive requests shall be made in writing on a form referred to as Business Incentive Program Application (“the Application”) published and provided by the EDC and approved by the Town Council (“Council”). The application and all accompanying documentation shall be submitted in duplicate at the Office of the Clerk (?). Upon receipt by the Clerk, one copy of the Application and materials shall be provided to the EDC for preliminary review and the Clerk should provide notice to the Council that an Application has been submitted. “Receipt by the Clerk” means an Application and all

accompanying documentation required in accordance with all applicable provisions of this Ordinance is submitted.

The following timeframes for action are not mandatory, but the EDC and the Council should strive to meet them: From date of receipt by the Clerk of the Application the EDC shall have 45 days to review the Application, request additional information and meet with the Applicant and/or the Applicant's representative. Provide the Applicant has submitted all of the information required in the Application, by the Ordinance, and by the EDC, the EDC will within 30 days thereafter report its findings to the Council. The Council will place the report on the agenda of the next regularly scheduled Council meeting for discussion and action. If the Council approves the report, the [First Selectman](#) [Town Manager](#) and the Applicant shall enter into a written agreement (~~Consistent with the proposed agreement in section N subject to an affirmative vote~~) by the Board of Finance and the Town Meeting) which agreement accompanied by the report will be referred to the Board of Finance for review and action. ~~If the Board of Finance approves the financial terms of the agreement, the Council shall place the agreement on the agenda of the next Town Meeting for its review and action.~~

#### **F. Assessment of the Property Subject to the Agreement**

The East Hampton Assessor shall, in the Assessor's sole discretion, determine the assessment of the real property or the personal property and any and all improvements constructed or to be constructed on or in the real property which is the subject of the agreement.

#### **G. Guidance for Scoring Applications and Implementing this Ordinance**

The purpose of this ordinance is to encourage economic growth in the Town that is in accord with the POCD in effect at the time of the given application. The POCD reflects the strongest expression of the Town's intentions for its future development, character, and quality of life. Accordingly, there is room for flexibility in scoring under Criteria listed in Section H of this Ordinance.

When scoring a new application, the members of the EDC should strive for consistency and transparency. Like applications should receive like treatment. It is appropriate – even essential – for the EDC to consult the scoring of previously granted applications when scoring a new application. Consistency between like applications must be balanced, however, with the goals of the POCD in effect at the time. Where no similar application has been submitted, care should be taken to score the new application relative to the goals of the POCD and relative to the merits of any previous application.

Only the EDC ~~shall~~ may approve or deny an application for consideration by the Council and its decision is not appealable. When approving or denying an application the EDC should issue a written statement showing the scoring and explaining its reasoning. Projects recommended to the Council must evince a clear net benefit to the Town. It is recognized that evaluation of an application under this ordinance requires a blend of

quantitative and qualitative reasoning; the Commission to strive to make that reasoning plain.

DRAFT

## H. Scoring Criteria Category Definitions

1. Location: Only projects within those areas zoned “Commercial,” “Industrial,” or “Design Development” according to the Zoning Map for the Town of East Hampton (*see* POCD) are eligible for consideration under this Ordinance. Points under this section may be awarded for Properties located in the following priority areas:
  - a. Village Center: Properties located in the Village Center district as defined by the Zoning Map for the Town of East Hampton are eligible for a maximum of 10 points.
  - b. Cobalt Center: Properties located on Route 66 between its junction with Old Depot Hill Road and its junction with Old Middletown Road are eligible for a maximum of 7 points.

2. Corporation: any company, firm, business, or concern operating as a single legal entity.

### **Maximum points: 10**

2. Use: In accord with the needs identified by the POCD and as appropriate to the site and location in town, the following uses may qualify for points: Transient housing (hotels/motels), rental housing, workforce housing, light industrial/light manufacturing, healthcare and medical services, high-technology businesses, retail, and dining. Projects for these uses may be awarded 5 points. At the EDC’s discretion, “high needs” uses under these categories may be awarded up to 10 points.

### **Maximum points: 10**

3. Brownfields: East Hampton contains a number of sites designated as “Brownfields” by the USEPA. Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off ~~greenspaces~~ green spaces and working lands – all of which are goals of East Hampton’s POCD.

Any application that proposes to remediate and commit to reuse a Brownfield as designated by the EPA or the State of Connecticut is eligible for 10 points.

Depending upon the project, financing and other factors, the Town may also seek to partner with the applicant for Federal grant funding or supply other in-kind considerations.

### **Maximum points: 10**

4. ~~Revitalization of an existing, inhabited structure, such revitalization defined as at least:~~
- a. ~~Façade improvement: Substantial investment in improving the outward appearance of the structure or to restore non-trivial deterioration as determined by the Commission, or~~
  - b. ~~Rehabilitation: Significant alteration of the interior and/or exterior of a property that would result in a greater than 25% increase in its valuation, or~~
  - c. ~~Historical: Additional points may be awarded to either of the foregoing categories where the property is designated as "historic" by recognized Town, State or National authorities (including the Connecticut Trust for Historic Preservation), or lies within a Town designated historic district, and such designation or location requires the adoption of techniques or design elements.~~

~~The Commission may award between 5 and 10 points for any project that falls into one of these three categories. Placement in the range is at the discretion of the Commission and will take into account such things as the cost and difficulty of the work.~~

**Maximum points: 10**

5. Use of a Vacant Property: The applicant may be awarded 5 points if proposing to occupy a building which has been unoccupied for a period greater than 12 months at the time the applicant signed a lease or closed on the property. If, in the opinion of the EDC, the property can be considered "blighted," 10 points may be awarded.

**Maximum points: 10**

6. Number of Jobs Created: Points may be awarded based upon the number of non-seasonal Full Time Equivalent positions (FTEs) the business will generate:

1-5 FTEs: 5 points  
5-10 FTEs: 7 points  
More than 10 FTEs: 10 points

**Maximum points: ~~150~~ 10**

7. Cost of Services to the Town: A project or use proposed by an applicant may require the Town to assume an extraordinary cost ~~beyond beyond normal maintenance and upkeep, those costs contemplated by an impact fee.~~ For example: a chemical manufacturer may require the Town to retrain and potentially re-equip its fire protection services. If the Commission determines such is the case, no points may be awarded under this category.

If no such cost exists, 5 points may be awarded.

The Commission may ask the Applicant to pay for a Fiscal Impact Analysis, to be conducted by a consultant approved by the Commission.

The Applicant may be given the opportunity to show that the Commission's determination of the cost to the Town is in error, however, the Commission makes the final determination.

**Maximum points: 5**

8. Design of the Building or Renovation: The Commission may award 10 points when applicant can show that the design of ~~the renovation brings~~ the structure is into compliance with current Town Building Design Guidelines for its zone.

~~The Commission may award 5 points when an applicant can show that the design of a new structure complies with current Town Building Design Guidelines for its zone.~~

**Maximum points: 10**

9. Sustainable Building: The Commission may award 2 points for each of the following and up to 10 points total:

- If the investment will result in the business generating at least 20% of its own energy requirements.
- If the investment will result in the business feeding energy back into the grid.
- If the project meets at minimum LEED Gold standard or equivalent. (As of this writing, LEED is the dominant evaluation system in the US market and the one favored for use by the GSA.)
- If the project requires a public transportation node such as a bus stop.
- If the project supplies a recharge station for electric vehicles.
- Water-saving fixtures throughout.

“Sustainability” characteristics and measures are constantly evolving and the Commission may update this list periodically as it sees fit.

**Maximum points: 10**

## 10. Amount Invested

<del>1510</del> -points	\$3M or larger investment in construction or renovations
<del>149</del> -points	\$1M or larger investment in construction or renovations
<del>138</del> -points	\$800k or larger investment in construction or renovations
<del>127</del> -points	\$500k or larger investment in construction or renovations
<del>116</del> -points	A business new to that parcel investing over \$300k or a business existing on that parcel investing at least \$250k in construction or renovations
<del>105</del> -points	A business new to that parcel investing over \$200k or a business existing on that parcel investing at least \$100,000 in construction or renovations

**Maximum points: ~~150~~**

**Total Available Points: ~~7595~~ 90**

### I. Tax Incentive Tiers and Implementation

Depending upon the number of points an Application receives, it may be denied or, subject to a vote by the Council, provided with one of tiers of tax abatement as follows:

Fewer than 24 points: Denied

25-44 points: Third tier benefit: 70% of fixed assessment abated for two years, or 50% of fixed assessment abated for four years.

45-69 points: Second tier benefit: 70% of fixed assessment abated for three years, or 50% of fixed assessment abated for five years.

More than 70 points: Highest benefit: 100% of fixed assessment abated for years 1-3, 70% of fixed assessment abated for years 4-5, 50% of fixed assessment abated for year 6.

The Town may abate real estate property taxes based on increased real property tax assessments up to but not more than the percentages shown above.

The fixed assessment period shall commence the first fiscal year for which a tax list is prepared on the October 1 ~~[DATE]~~ immediately following the issuance of a Certificate of Occupancy by the appropriate building official for construction of the buildings or manufacturing facilities or other structures and all improvements in or on the real property which is the subject of the agreement. Notwithstanding anything written in this Ordinance, the Town may, in its sole discretion, offer to enter into an agreement with the Applicant for the abatement of taxes of a lesser percentage and/or fewer years.



On a case by case basis, the Town may provide other incentives in addition to the incentives provided by CGS Sec. 12-65b and Sec. 12-65h or in lieu thereof as follows: (1) waiver of building permit fees; (2) waiver of filing fees with land use agencies; or, (3) provision of in-kind services such as construction of access roads, or road widening, construction of storm drains and culverts, sidewalks, or curbing, extension of water and/or sewer lines or other public improvements.

Machinery and equipment defined in subdivision (72) of CGS Sec. 12-81 and intended to qualify for tax relief pursuant to Sec. 12-65h shall have for federal income tax purposes a depreciable useful life of five or seven years.

Construction shall commence within six months of, and not prior to, approval by the Town and shall be completed no later than 24 months from the date of approval by the Town. The times for commencement and completion of the construction are mandatory except Applicant's performance may be excused when the Applicant is prevented from performing by causes beyond the Applicant's control, including natural disasters or other calamities or alocal, state or national declared state of emergency.

#### **J. Default by the Owner or Lessee Under the Terms of the Agreement; Recapture**

Abatement of taxes under this ordinance constitutes a municipal subsidy to the successful applicant. In the event that the Applicant fails to meet negotiated benchmarks or other requirements as described herein, they shall, by the terms of the Agreement, be required to repay all abated amounts, consistent with CGS 12-146~~equal to the rate of inflation as~~ of the date of default.

In addition to the specific timing benchmarks noted in Section I, the Town is encouraged to establish relevant benchmarks to be met by a successful Applicant related to the nature of the business or the project. At a minimum they must include the following triggers.

In the event the owner or lessee of the real property:

1. At any time fails pay real estate and/or personal property taxes when due and payable;
2. Fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement;
3. Within 10 years of the date of the Agreement applicant becomes insolvent or bankrupt or files any debtor proceedings or others file such debtor proceedings against the owner or lessee, in any court, in any jurisdiction, state or federal, and does not withdraw such filing within 90 days or such other proceedings have not been dismissed or withdrawn by such other parties within 90 days or makes an assignment for the benefit of creditors or if the property or lease is taken under and writ of execution or becomes the subject of foreclosure proceedings;

4. Abandons at any time the real property or in the case of the lessee purports to assign its lease without the express consent of the Town as set forth in Section K of this Ordinance; or,
5. Fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of the agreement

such event shall constitute a material default of the agreement and the Town may terminate the agreement on the giving of written notice whereupon (a) the right of the owner and/or lessee under the terms of the agreement shall cease and come to an end; and (b) the property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to provisions of CGS Sec. 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.

In the event of failure to pay a tax when due and if such delinquency continues for six months and one day, the Town shall terminate the agreement whereupon (i) the right of the owner and/or lessee to receive the tax abatement and any other considerations granted under the terms of the agreement shall be terminated; and (ii) the property owner and/or lessee shall be obligated to repay the Town the amounts of all tax abatements retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to provisions of CGS Sec. 12-146, all waived fees, if any, and all actual costs to the Town in providing in-kind considerations to the property owner and/or the lessee.

#### **K. Workout Terms**

It is of no benefit to East Hampton to drive an Applicant in default into further economic straits by virtue of an onerous repayment plan. Terms for the recapture of abated taxes as described in Section J should be calculated to ensure the recapture of the highest possible percentage of public funds, taking into account the fiscal reality of the Applicant, the circumstances of the default, and the state of the project.

#### **L. Assignment of the Agreement**

The agreement between the town and the Applicant shall not be assigned by the Applicant to any person(s) or business organization or entity or estate or trust without the express consent of both the Council and the EDC which shall signify their consents by an affirmative vote taken at a separate meeting of each body duly noticed for the stated purpose. A conveyance of real property or a transfer of ownership of the business or substantially all of the assets of the business which is the subject of the agreement to a person or business organization or entity that is not owned or controlled by the Applicant, shall not constitute a valid assignment of the agreement or vest any rights under the agreement in the grantee of the real property or transferee of the business or of the assets of the business or allow for enforcement of any obligations of the Town against the Town by the grantee or transferee including but not limited to any remaining tax abatements

under the terms of the agreement. A "controlled entity" means a business which is eighty or more percent owned by the grantor or transferor.

**M. Amendments to Applicable Statutes**

All references in this Ordinance to CGS Sec. 12-65b or Sec. 12-65h or Sec. 12-81 or any other section of CGS made herein shall include all amendments to such statutes enacted and signed into law subsequent to the effective date of this ordinance.

**N. Proposed AgreementEffective Date**

This ordinance shall become effective fifteen days after publication in a newspaper having circulation in the Town. Adopted \_\_\_\_\_, [date]. Published [paper], [date]/

FORM OF AGREEMENT

TOWN OF EAST HAMPTON  
AGREEMENT REGARDING REAL  
PROPERTY TAX ASSESSMENT

EAST HAMPTON, CONNECTICUT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the TOWN OF EAST HAMPTON, a municipal corporation and body politic having its corporate limits located within the County of Middlesex and State of Connecticut (hereinafter the "Town"), and \_\_\_\_\_ of East Hampton, Connecticut ("Company") a Connecticut corporation with a principal place of business at \_\_\_\_\_, East Hampton, Connecticut.

WITNESSETH:

WHEREAS, Company is responsible to pay all real property taxes associated with the real property known as \_\_\_\_\_ East Hampton, Connecticut ("the Real Property"); and

WHEREAS, Company intends to make improvements to the land and structures on the Real Property, including the construction of approximately \_\_\_\_\_ square foot commercial office building and associated site improvements located on the Real Property (the "Facility"); and

WHEREAS, the estimated costs to be invested by Company in making the above-described improvements to and constructing the Facility on the Real Property will be a minimum of \$ \_\_\_\_\_; and

WHEREAS, the Town, acting by and through its duly authorized Tax Assessor, will assess and value the Real Property and personal property on the Grand List of October 1, 2018.

WHEREAS, the Town wishes to assist Company in its plans to add real property and personal property value to the Town's tax base; and

WHEREAS, the Town wishes to assist Company to develop its  
plans to be submitted and approved to the Planning and Zoning  
Commission; and

WHEREAS, in consideration of the above, the Town is willing to provide tax  
relief to Company pursuant to the East Hampton Business Incentive Program Ordinance  
as a Tier tax abatement for a period of years commencing with the  
first date that tax payments are due under the Grand List following the date of issuance of  
the Certificate of Occupancy for the Facility (the "Abatement Term"); and

NOW, THEREFORE, in consideration of the foregoing, the parties hereby  
covenant and agree that:

1. Cost of Improvements: The costs for the improvements shall equal or exceed  
\$ in construction costs. Company will install and properly  
account to the Town for all taxable personal property assets added to or installed in the  
Facility.
2. Certificate of Occupancy: Company will commence construction within six (6)  
months, and not prior, to this Agreement and complete construction and obtain a  
Certificate of Occupancy not later than twenty-four (24) months from the date of this  
Agreement. Company shall actively operate or cause said Facility to operate as  
at the Real Property for not less than the Abatement Term from the  
date of the Certificate of Occupancy.
3. Employment: Company shall use its best efforts to employ or cause to be  
employed at least full-time and part-time employees at said Facility throughout  
the Abatement Term.
4. Reduction of Assessment: Commencing with the issuance of a Certificate of  
Occupancy, the Real Property tax assessment shall be established on the Grand List for  
the period following the issuance of the Certificate of Occupancy, and the Town shall  
grant to Company a % reduction in its Real Property assessment such that the net  
effect of the reduced assessment reduces the tax liability for the Real Property in the  
amount of \$ over the year period according to a schedule  
attached hereto as Exhibit A, including the above-described Improvements and the  
construction of the Facility (the "Abatement").
5. Abatement Period: The Abatement Term shall be for a period of  
years commencing with the first date that tax payments are due under the Grand List  
following the date of issuance of a Certificate of Occupancy for the Facility; provided,  
however, that if such assessment is changed by any future Town revaluation, the tax  
payments due under the new assessed value of the Real Property shall be adjusted for the  
remainder of the Abatement Term in accordance with the terms of the Abatement set  
forth in Paragraph 4 above.
6. Tax Payment: Company shall maintain all tax obligations owed by it to the Town  
current and in good standing during the Abatement Term.
7. Certification of Value of Site Improvements: Company shall be required to  
provide proof via affidavit of an appropriate officer within one year after the  
commencement of operations at the Facility as to a) the actual value of the site  
improvements and that said improvements are substantially in conformance with the  
provisions hereof as to the scope of construction; b) the cost of construction (a minimum

of \$ \_\_\_\_\_ .00) and c) the number and type (full-time or part-time) of employees employed at such Facility.

8. Ongoing Employment Obligations: Notwithstanding anything herein contained to the contrary, Company and the Town acknowledge and agree that, while Company shall make every good faith effort to maintain and employ at least \_\_\_\_\_ full-time and \_\_\_\_\_ part-time employees during the Operating Term, economic circumstances, financial considerations, and employee transience may make it impossible to maintain precisely the level of employment described herein. Accordingly, Company and the Town acknowledge that variations in the numbers of employees will occur and may continue for unspecified periods of time during the Operating Term of this Agreement. Company will, upon request, disclose to Town its employment statistics no more than once per year. Subject to the above requirement of good faith and Company's cooperation in disclosing all efforts made to comply with the employment parameters stated herein, such variations shall not otherwise constitute a default of this Agreement provided the Facility is operating in accordance with applicable law and Company is in compliance with the terms of this Agreement in all other respects.

9. Default: The following events shall constitute an event of default: Company at any time fails pay real estate and/or personal property taxes when due and payable, or; Company fails to commence or complete on time the construction of all improvements upon the property which is the subject of the agreement, or; Company, within 10 years of the date of the Agreement, becomes insolvent or bankrupt or files any debtor proceedings or others file such debtor proceedings against the owner or lessee in any court, in any jurisdiction, state or federal, and does not withdraw such filing within 90 days, or such other proceedings have not been dismissed or withdrawn by such other parties within 90 days, or; Company makes an assignment for the benefit of creditors, or; Company property or lease is taken under a writ of execution or becomes the subject of foreclosure proceedings, or; Company abandons at any time the real property or in the case of the lessee purports to assign its lease without the express consent of the Town as set forth in this Ordinance, or; Company fails to perform any obligation of owner or lessee or attain any benchmark set under the terms of this Agreement. In such event of default, the Town shall provide notice to the Company of such event of default, and the Company shall have thirty (30) days from such notice within which to cure such default. In the event Company fails to cure the default with thirty (30) days of such notice, then this Agreement shall be null and void and the Company shall reimburse the Town for all tax relief provided to Company, retroactive to the due date of the first abated tax payment plus interest at the rate set and payable pursuant to the provisions of Conn. Gen. Stat. §12-146, or other applicable statute, plus all prior waived fees, if any, plus all actual costs to the Town in providing in-kind considerations to the Company, and the Town shall be under no obligation to grant further tax relief hereunder.

10. Legal Action to Enforce the Terms: In the event that the Town must resort to legal action to enforce the terms of this Agreement, any amount determined by a Court of competent jurisdiction to be due from Company shall be subject to interest at the rate of eighteen percent (18%) per annum. Such interest shall accrue from the postmark date for the notice of default described in Paragraph 9. In addition, the Town shall be entitled to recover from Company all costs of collection, including reasonable attorney's fees, incurred in enforcing this Agreement.

11. No Further Abatement: Company acknowledges and agrees that the Abatement offered pursuant to this Agreement is not binding upon the Town, and shall not continue, beyond the \_\_\_\_\_ year Abatement Term agreed to herein.

12. No Admission as to Values: Company and the Town acknowledge and agree that the values placed upon the Real Property, the Facility, and/or the Improvements as a result of the Abatement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Real Property, the Facility, and/or the Improvements.

13. Notices: All notices hereunder are to be sent by the Town to Company at the following address or to such other address as requested by the Company or its successors or assigns: \_\_\_\_\_, East Hampton, CT 06424  
Attention: \_\_\_\_\_. All such notices shall be sent via certified mail, return receipt requested, or overnight mail service. Notices are deemed effective upon delivery. Any refusal to accept such delivery shall still constitute the delivery of proper notice.

14. Assignment: Company may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written authorization of the Town Council and Economic Development Commission which shall signify their consents by an affirmative vote taken at a separate meeting of each body duly noticed for the stated purpose. A conveyance of the Real Property or a transfer of ownership of the Company business or substantially all of the assets of the Company to a person or business organization or entity that is not a "controlled entity" which is owned or controlled by the Company, shall not constitute a valid assignment of the Agreement or vest any rights under the Agreement in the grantee of the Real Property or transferee of the Company or the assets of the Company or allow for enforcement of any obligations of the Town against the Town by the grantee or transferee including but not limited to any remaining tax abatements under the terms of the Agreement. A "controlled entity" means a business which is eighty or more percent owned by the Company as grantor or transferor.

15. Release of Liability: Company and/or its successors or assigns releases the Town and its agents, servants and employees from any and all liability, of whatever nature, legal or equitable, which may have arisen or which may arise in connection with this Agreement, including the implementation hereof.

16. Indemnification: Company and/or its successors or assigns shall defend and indemnify the Town and any of its agents, servants and employees against any action, claim or suit of any nature whatsoever, arising from the Town's being a party to this Agreement and/or any undertaking of its obligations hereunder.

17. Execution: This Agreement has been executed by the parties' respective agents, duly authorized and acting in his or her official capacity.

18. Amendment: This Agreement may be amended only by mutual consent of the parties, and any amendments to this Agreement shall be in writing and shall be duly executed and dated by the respective parties.

19. Complete Agreement: This Agreement represents the entire and complete understanding and agreement of the parties, and any and all prior written or oral agreements not otherwise contained in this Agreement shall be and are hereby null and void and of no force or effect.

20. Choice of Law and Venue: In the event that litigation or other dispute resolution process arises, all litigation and dispute resolution shall take place in the State of

Connecticut, Judicial District of Middlesex, and the Agreement shall be construed in accordance with Connecticut law, without regard to its conflict of law provisions.

21. Notice of Tax Abatement: Upon the execution of this Agreement, a copy of this Agreement or a proper "Notice of Tax Abatement Agreement" shall be filed upon the land records of the Town with respect to the Real Property.

22. Special Conditions: In addition to all other terms and conditions of this Agreement, the Town's obligations under this Agreement are conditioned on the following ("the Conditions"):

(a) Project Financing: Company demonstrates to the reasonable satisfaction of the East Hampton Finance Director that it has private financing and state and federal grants in place in an amount sufficient to undertake and complete the project;

(b) Property Maintenance: Company demonstrates that it has maintenance contracts in place to keep the property maintained during the period of construction;

(c) Non-Transferable: As set forth in Paragraph 14 herein, Company acknowledges and affirms that this tax abatement is non-transferable and any transfer of the tax abatement to a non-related entity shall be an event of default; and

(d) [other specific terms]

In the event that the Company fails to satisfy the Conditions set forth in this Special Conditions paragraph, this Agreement shall be null and void and the Real Property as improved shall be assessed in accordance with the Connecticut General Statutes without regard to the terms and conditions of this Agreement.

REMAINDER OF PAGE INTENTIONAL LEFT BLANK  
SIGNATURES FOLLOW

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first written above.

Witnessed By: COMPANY:

\_\_\_\_\_

\_\_\_\_\_ By:  
\_\_\_\_\_ Its CEO, Duly Authorized

\_\_\_\_\_

Witnessed By: TOWN:

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By: \_\_\_\_\_  
Its Town Manager, Duly Authorized

DRAFT





AGENDA  
ITEM # 11a

Office of the POLICE DEPARTMENT  
DENNIS WOESSNER, CHIEF OF POLICE

August 14, 2018

To: Michael Maniscalco, Town Manager

From: Dennis Woessner, Chief of Police

Subject: General Order approval

Attached to this memorandum is a General Order which I am submitting for approval:

General Order 5.19, *Canine Program*, is a new General Order which will cover the operation of our canine program. The General Order is also required by the Connecticut Department of Consumer Protection for the department to receive very small quantities of controlled substances, which will be used in the ongoing training of Ardo, to enhance his drug detection abilities.






# EAST HAMPTON POLICE DEPARTMENT

## GENERAL ORDER 5.21

### PATROL FUNCTIONS

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

#### I. PURPOSE

It is the purpose of this policy to provide guidelines for the management, operation, training, certification, and deployment of the police department's canine unit.

#### II. POLICY

The use of a canine is an effective tool in law enforcement and is a valuable supplement to law enforcement personnel. Therefore, it is the policy of the East Hampton Police Department to maintain and operate a canine program that is trained to assist all members of the police department.

#### III. SELECTION OF CANINE

The East Hampton Police Department will provide a canine that will be assigned to a uniformed police officer. The canine will be purchased, and or, selected from a reputable kennel and will be trained through an accredited police canine training program.

#### IV. SELECTION OF A CANINE HANDLER

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

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

veterinarian.

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

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

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

Officers who apply for the position may not have:

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

Officers who apply for the position must:

- demonstrate that he or she is proficient in report writing and hand

record keeping;

- exhibit a calm professional manner in addressing stressful situations;
- be able to pass the Connecticut State Police (Canine Training Academy) qualification agility test;
- possess a genuine interest in canines and a strong desire to work with police canines;
- be willing to provide suitable living quarters and properly care for the canine's daily needs at home;
- make a commitment to the program for the service life of the canine; and
- The handler will be willing to have a kennel professionally installed at the one (1) time cost to the Town not to exceed one thousand dollars (\$1,000.00) on his or her property with the understanding that removal of the kennel will be at the cost of the canine handler.

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

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

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

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

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

account for thirty percent (30%) of the candidate's score. The Chiefs Interview portion of the testing process shall account for twenty percent (20%) of the candidate's score.

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

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

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

- The canine handler will receive a bi-weekly stipend that will total an aggregate amount equal to three percent (3%) of that officer's annual base salary. Call volume permitting, the canine handler will be allowed sufficient time while on duty to maintain the canine.
- The Town will be responsible for all of the canine's medical care, food and equipment as long as the canine is "in service."
- Call backs will be in two (2) hour increments at the applicable overtime rate when the call back is specific to the canine handler function.
- The Town will provide a vehicle to transport the canine (portal to portal, training and medical care).

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

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

## **V. CANINE OFFICERS DUTIES**

1. The canine officer shall, at all times, be responsible for the use and control of their assigned canine. Whether on or off duty, the canine officer shall be responsible for maintaining the security of his or her assigned canine and canine vehicle.

2. The canine officer shall be responsible for the care of the canine, including but not limited to, seeking medical attention when necessary, maintaining up to date vaccinations and veterinarian examinations, proper feeding and watering, grooming and exercising the canine. Any illness or injury to the canine shall be reported to the Chief of Police. In the event that the canine is injured while on-duty the handler, or his designee, will notify the appropriate veterinarian hospital that the handler and the canine are enroute for treatment. During normal business hours the handler will use the veterinarian which has been approved for use by the Chief of Police.
3. The canine officer shall be responsible for properly maintaining and keeping clean at-home kennel facilities.
4. The canine officer shall be responsible for preparing necessary case incident reports as it relates to the activities of the canine, and he or she shall also prepare a quarterly report that reflects all canine activities. The quarterly report shall be forwarded to the Chief of Police.
5. The canine officer shall be responsible for canine training mandates and he or she shall be certain that the canine retains all necessary certifications. Original copies of all certifications shall be forwarded to the Chief of Police.

#### **VI. CANINE DEPLOYMENT FOR TRACKING AND ARTICLE SEARCHES**

In accordance with the training of a narcotics detection canine unit, said unit may be used for the following purposes:

1. On-duty officers and supervisors may request the services of the narcotics canine when he or she deems it appropriate when searching a vehicle, person, place, or package for narcotics.
2. Once the canine unit arrives on the scene, the handler will coordinate with the supervisor as to the place, person or thing to be searched. The handler will maintain complete authority over the use and control of the narcotic canine.
3. Narcotic searches may be conducted using canines specially trained to detect and react to the odor of illegal/legal narcotics in vehicles, inside buildings/structures, packages, open areas, and persons.
4. When using a narcotics detecting canine unit, officers shall secure the scene and contain all persons present in one room.

5. The narcotics detection canine unit may, if appropriately trained to do so, may be used to sniff suspected drug money. While conducting asset forfeiture money line-ups the following guidelines should be followed:
  - a. The police officer initiating a forfeiture action will be responsible for ensuring that legal guidelines are followed.
  - b. Asset forfeiture money line-ups are to be conducted in a police department facility, not at the scene.
  - c. The requesting officer will be present when performing the money line-up and will ensure that all appropriate information as to the amount of money, personnel present, and circumstances are documented in his/her supplementary incident report.
6. Requests by the local school district for the purpose of searching for controlled substances shall only be authorized after the following criteria have been met:
  - a. The request shall be made to the Chief of Police or his designee by the Superintendent of Schools.
  - b. No body/person searches will be performed in any school.
  - c. Student lockers, hallways, public access areas and school parking lots are areas wherein the canine is capable of working.
  - d. Canine officers will not conduct, or assist in a search of a locker. The canine officer may mark a locker, or area indicating to school personnel that narcotics were alerted to.
7. No prisoners will be transported in the same vehicle with the canine when practical.

#### **GENERAL GUIDELINES FOR TRACKING AND ARTICLE SEARCHES**

##### **TRACKING:**

- Preservation of the scene is critical. As such, unless a suspect is in sight of investigating officers, and is being followed or pursued maintaining visual contact, officers should remain clear of the area where the suspect was last seen.
- The area involved shall be secured to the extent possible and no one should be allowed to enter unless exigent circumstances require entry.

- All vehicles in the area should be turned off as carbon monoxide destroys human scent.
- When the canine unit begins the track a back-up officer shall be assigned to stay with the canine officer.
- The back-up officer shall advise on scene and communications personnel when the canine is being deployed, and give periodic updates to location and direction.

#### ARTICLE SEARCHES:

- When searching for an article (lost/discarded/evidentiary) the area should be secured to the extent possible and no one allowed to enter.
- The search will be conducted as determined by the canine officer.
- The canine officer will advise on-scene and communications personnel when the canine is being deployed.

#### VII. DEMONSTRATIONS

As authorized by the Chief of Police or his designee the canine unit may conduct public relations demonstrations.

- a. Demonstrations shall be performed only after a request is made through the office of the Chief of Police.
- b. The police canine shall be utilized within its limitations with the safety of the public and the canine as the foremost concern.
- c. During any public demonstration, the canine officer shall be required to exercise proper control over the canine.
- d. Public relations demonstrations shall be documented in a case report and noted in the quarterly report.

#### VIII. OFF-DUTY CANINE UNIT CALL-IN'S

In the event of a justifiable need for a police canine unit and the East Hampton Police canine unit is not on duty, supervisors shall do the following.

1. Make a reasonable attempt to contact a readily available on-duty canine from another jurisdiction.



2. If a canine is not available from another jurisdiction a supervisor may contact the East Hampton canine unit for assistance.
3. Requests for assistance shall be made only after considering the length of time that is lawful for the canine to be effective (e.g. the court has determined that the timeliness of a motor vehicle stop is excessive if a prolonged period of time has passed).

#### **IX. REQUESTS FOR MUTUAL AID**

1. All requests for the police canine unit to assist an outside agency shall be directed to the on-duty supervisor.
2. If the police canine is on-duty and the requested use of the canine is determined to be appropriate, the on-duty supervisor may approve the request. Every reasonable effort will be made to accommodate the requesting agency.
3. The canine officer, upon completion of the assignment, shall generate a case report detailing his/her functions related to the requesting agency's incident. A copy of this report will be forwarded to the Office of the Chief of Police.
4. When assisting an outside agency the canine officer shall operate under the rules, regulations, policies and procedures of the East Hampton Police Department.

#### **X. ASSIGNMENT OF A CANINE VEHICLE**

1. The canine officer will be assigned a take-home marked police department vehicle.
2. The canine vehicle is to be used and cared for in accordance with existing policy governing department vehicles and property.
3. The canine officer shall use the assigned vehicle for routine patrol functions, portal to portal, training, and medical care.
4. The carrying of passengers not authorized by the police department is prohibited.

#### **XI. CONTROLLED SUBSTANCE PROCUREMENT AND STORAGE**

One of the major duties of the canine unit is the detection of various types of illegal drugs within the town of East Hampton and in other locations where the canine has a lawful right to be. The department shall be licensed as an instructional laboratory to handle controlled substances in schedules 1 through 5 by the Drug Enforcement

Administration (DEA) Registration Unit and the State of Connecticut Department of Consumer Protection, Drug Control Division. Controlled substances will be held on the premises for the purpose of training a narcotic detection canine. Training will include, but not limited to the detection of marijuana, heroin, cocaine, and crack cocaine. All substances will be weighed on acquisition.

1. Each substance will be double packaged, or an alternate appropriate method, to assure no spillage.
2. All controlled substances will be stored in a safe; said safe will meet the requirements and specifications of the Drug Enforcement Administration and the State of Connecticut, Consumer Protection Drug Control Division, this having a (B) burglary rating and re-locking mechanism. The safe shall be rendered immobile by being securely anchored to a permanent structure.
3. A log will be kept in the safe, or if space does not allow this, adjacent to the safe. Entries will be made and verified each time entry to the safe is accomplished. This log will show:
  - a. The amount of any substance removed (weighed upon removal);
  - b. Who removed the substance, with a witnessing signature;
  - c. The purpose for removal;
  - d. The participating canine team and trainer;
  - e. The time/date of training, as well as the training location;
  - f. The log will also include the weighed amount of substances returned to the safe and note any discrepancies, with the initials/signatures of a witness to the return;
4. Discrepancies will be documented via incident report with a copy of said report and investigation being forwarded to the office of the Chief of Police;
5. Drugs, which are removed from the approved safe or other storage area for training purposes, will be securely maintained by the canine handler and only for the minimum period of time needed to conduct such training;
6. Upon completion of training, the controlled substances will be immediately returned to the permanent storage area;

7. Any discrepancies not resolved after 24 hours will be reported to the DEA on DEA Form 106 and a copy will be sent to the Connecticut Drug Control Division within 72 hours of discovery of such discrepancy;
  - a. Any evidence of criminal activity will be reported to the Chief of Police.
8. The Chief of Police and canine handler will possess the combination to the safe.
9. All required records will be maintained and readily available for inspection for a minimum of three years.
  - a. Inventories of all controlled substances will be done on a monthly basis by the canine handler.
  - b. All records will be maintained by the canine handler and forwarded to the Chief of Police quarterly.
10. Drugs, which are removed from the approved safe or other storage area for training purposes, will be securely maintained by a single designated individual and securely locked and under the direct control of the canine handler during the training interval.
11. Drugs that are to be utilized to maintain on-going training for canines will be the minimum amount required to maintain this training and will be securely locked in an alternate approved secure location, except for the actual time required to accomplish such training.

**X. OWNERSHIP**

1. All department police canines are the property of the Town of East Hampton Police Department.
2. Whenever a police canine is removed or retired from service except for illness, viciousness, or similar situation, the police canine may be offered to the canine handler.

EAST HAMPTON DEMOCRATIC TOWN COMMITTEE

August 20, 2018

The members of the East Hampton Democratic Town Committee have agreed and voted for John Tuttle to fill the opening on ZBA. He looks forward to this new position. Thank you

Barbara Moore, Chair



AGENDA  
ITEM # 14

Office of the COLLECTOR OF REVENUE

**KRISTY MERRIFIELD, CCMC**

[kmerrifield@easthamptonct.gov](mailto:kmerrifield@easthamptonct.gov)

September 4, 2018

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 four refunds totaling \$745.44.

Respectfully Submitted,

Kristy L. Merrifield, CCMC  
Collector of Revenue

112.44 [u]

78.33 [u]

90.51 [u]

464.16 [u]

004

745.44 [u]