

TOWN OF EAST HAMPTON

1 WATROUS ST. RE-USE

RFP # 3-13-2018

SUMMARY:

The Town of East Hampton is looking for entrepreneurial individuals, firms and companies who have experience in the redevelopment of mill buildings to a mixed-use application. Through legal action the Town of East Hampton gained ownership of 1 Watrous St. A review of the property revealed significant challenges as a result of the large amounts of trash and rubbish housed within the structure. Additionally, the lack of parking also created a problem.

Since that time the Town has cleaned up 13 Watrous St., a property directly adjacent to 1 Watrous St., and will most likely be making that into public parking in the future. The Town also contracted with local workers to remove the rubbish and trash from the building setting the stage for redevelopment of this quintessential mill building in East Hamptons historic village center.

PROPERTY SPECS.:

Acres: .51

Building Square Feet: 19,447

Utility Access: Public Water, Sewer, Natural Gas, Electricity

Zoning: Village Center (Mixed Use)

PROPOSAL INSTRUCTIONS:

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the property and you are capable of adaptively reusing this property the work to achieve the Town's overall objectives.

All firms are required to submit a **clearly marked original and six (6) copies** of their proposal to Michael Maniscalco, Town Manager, 20 East High Street, East Hampton, CT by **May 30, 2018 at 11am**. All proposals will be opened publicly and recorded as received. Proposers may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked:

SEALED REQUEST FOR PROPOSALS

PROFESSIONAL SERVICES PROCUREMENT NOTICE

1 Watrous St. Re-Use

RFP # 3-13-2018

DATE – May 30, 2018

TIME- 11:00 A.M.

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein and presented and clearly marked in the order within this written proposal.

- a. Table of Contents to include clear identification of the material provided by section and number.
- b. A letter of transmittal indicating the firm's interest in redeveloping 1 Watrous St. and the business proposal for that location.
- c. Name and telephone number of person(s) to be contacted for further information or clarification.
- d. Business Plan: In order to ensure an effective reuse of the property the applicant should submit a business plan. Business plans must include the following:
 1. Executive Summary
 2. Company Description
 3. Products and Services
 4. Market analysis
 5. Strategy and Implementation
 6. Organization and Management Team
 7. Financial plan and projections

- e. Include a list of client references (cities or towns) for which similar projects have been completed. to those outlined herein have been provided within the past five (5) years or are currently being provided.
- f. Sealed Bid: A separate sealed envelope containing a document with the proposed purchase price, a \$5,000 bank check as a deposit. Only the bank check from the winning bid will be kept. All others will be returned to the applicant after a proposal is chosen by the Town Council
- g. A concluding statement as to why the respondent is best qualified to meet the needs of the Town, including any other information relative to this proposal.
- h. Signed Non-Collusion Statement (ATTACHMENT A)
- i. Signed letter from the principal applicant stating you have read the land transfer agreement and agree with the terms. (ATTACHMENT B)

TOWN CONTACT

1. All technical inquires relative to this RFP must be directed in writing to Mr. Michael Maniscalco, Town Manager at 20 East High Street, East Hampton, CT 06424 or mmaniscalco@easthamptonct.gov.

SELECTION PROCESS:

The Goal of the Town is to provide the most fair and transparent process as possible. The Town Council will review and score applications in open session based on the following format.

1. Application Completeness (10 points)
2. Business Plan (20 points)
3. Community Fit (20 points)
4. Ability to implement (10points)
5. Purchase Offer (25 points)
6. Other (15 points)

FREEDOM OF INFORMATION:

The Town will not be liable for any costs incurred in the preparation of the response to this Request for Proposal. All proposal submissions and materials shall become the property of the Town and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

ATTACHMENT A

**TOWN OF EAST HAMPTON
PROFESSIONAL SERVICES PROCUREMENT NOTICE
REQUEST FOR PROPOSAL
Legal Services – Town Labor Attorney
RFP #2013-06**

NON-COLLUSION STATEMENT

The company submitting this proposal certifies that it is being submitted without any collusion, communication or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: _____

Name of Company: _____

Name and Title of Agent: _____

By (SIGNATURE): _____

Address: _____

Telephone Number: _____

ATTACHMENT B

PURCHASE AND SALE AGREEMENT

Date of Agreement:

Name of Seller: Town of East Hampton (hereinafter "Seller")

Address of Seller: 20 East High Street, East Hampton, CT 06424

Name of Buyer:

Address of Buyer:

Premises: A parcel of land with improvements located thereon, consisting of approximately .51 acres, known as One Watrous Street, East Hampton, Connecticut (hereinafter "the Premises"), and more particularly described as Schedule "A" attached hereto together with all rights, easements and interests appurtenant thereto.

Purchase Price: \$

Deposit: \$5,000.00

Seller acknowledges receipt of the deposit subject to collection (hereinafter "Deposit").

Term and Closing: The Closing of this transaction shall take place on or before _____ or within fifteen (15) days of the satisfaction of the contingencies set forth in Section 11 herein, whichever is later, (the "Closing Date") at the law offices of Seller's attorney, unless otherwise agreed upon in writing by Seller and Buyer.

The Buyer shall pay Seller the balance of the purchase price at closing in U.S. Dollars by bank or certified check or by an attorney's clients' fund at closing.

1. PURCHASE AND SALE: Subject to the provisions set forth herein, the Seller hereby agrees to sell to the Buyer and the Buyer hereby agrees to purchase from Seller the Premises for the Purchase Price. As a material inducement to Buyer to enter into, deliver and perform its obligations under this Agreement, Seller warrants and represents to, and covenants with, Buyer that the following matters are and shall be true and correct as of the date hereof and as of the closing date hereunder:

- (a) Seller has good and clear record and marketable title to the Premises, free and clear of all liens, restrictions and encumbrances (including, without limitation, encroachments and rights, or claimed rights, of third parties) except for those

encumbrances of record as of the date of this Agreement as itemized in Schedule A attached (hereinafter, the "Permitted Encumbrances");

- (b) There are no leases, tenancies or rights of possession or occupancy affecting the Premises.

2. TRANSFER OF TITLE: At the Closing, Seller will transfer title to the Property to the Buyer by a good and sufficient Connecticut Form of Quit Claim Deed, together with such other instruments of conveyance, including without limitation, releases of encumbrances, title insurance affidavits, conveyance tax statements (together with funds for the payment thereof), if any, evidence of authority to sell and convey the Premises, all as shall be required to convey to Buyer good, marketable and insurable fee simple title to the Property. The title will be free of all encumbrances except the following:

- (a) Current taxes not yet due, if any, which the Seller shall assume and agree to pay as part consideration for the sale;
- (b) Any and all provisions of any ordinance, municipal regulation or public or private law, and any state of facts which an accurate survey or personal inspection of the Premises would disclose, provided that they do not interfere with or prohibit the intended use and occupancy of the Property or the Buyer's quiet enjoyment thereof, or render the title unmarketable in accordance with the Standards of Title of the Connecticut Bar Association (the "Standard of Title");
- (c) The Permitted Encumbrances; and
- (d) Easements and restrictions of record.

Except as set forth herein, Seller shall not enter into any contract or other agreement with respect to the Premises or any portion thereof that will survive the closing hereunder or that would otherwise affect the use, operation or enjoyment of the Premises or any portion thereof after such closing without Buyer's prior written consent, which consent Buyer will not unreasonably withhold.

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Property, on the Closing Date, all as herein stipulated, or if at the time of delivery of the deed the Property does not conform with the provisions hereof, then Seller has a duty to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days from the Closing Date. If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the Property conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

3. ENCUMBRANCES: Exclusive of the exceptions to title set forth above, and the restrictions on title as set forth herein, should any encumbrance or lien or any matter which renders title to the subject Premises unmarketable be discovered prior to closing, such encumbrance, lien or similar matter shall be corrected prior to the time of closing and if not so corrected, Buyer shall have the option to:

- (a) Declare this Agreement null and void and be entitled to receive back the Deposit paid hereunder, or
- (b) Waive any objection to the offending item and complete the closing;

4. MUNICIPAL ASSESSMENTS: Any municipal assessments against the Premises shall be paid in full by Seller at closing.

5. ADJUSTMENTS: Adjustments shall be made at the closing in accordance with the custom of the Hartford County Bar Association.

6. CONDITION OF PREMISES: Buyer agrees to accept the Premises in "as is" and "with all faults" condition on the Closing Date. At the time of closing the Premises shall be in the same condition as on this date, ordinary wear and tear excepted. Seller shall leave the Premises free of any personal items not being transferred to Buyer under the terms of this agreement. The Buyer hereby agrees that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Further, to the extent that Seller has provided to Buyer information from any inspection, engineering or environmental reports, Seller makes no representations or warranties with respect to the accuracy or completeness, methodology or preparation or otherwise concerning the contents of such reports and Buyer shall hold Seller harmless from any and all liabilities associated with the condition of the Premises at all times. The terms and provisions of this Section 6 shall survive the Closing hereunder.

7. DELIVERY OF POSSESSION: With respect to delivery of possession, it is agreed as follows:

- (a) Seller specifically agrees to yield up full possession of the Premises on the Closing Date, free and clear of all tenants and occupants;
- (b) Buildings, if any, on the Premises shall be insured by Seller to the date of closing as at present. It is expressly agreed that until the time of closing, the risk of loss of damage to the building or other improvements not caused by the negligence or conduct of the Buyer on the Premises shall be borne by Seller. If any material loss should occur and not be restored or repaired and paid for by the date of closing to the satisfaction of Buyer, said Buyer shall have the option of canceling this Agreement in which event neither Seller nor Buyer shall thereafter have any further duties hereunder, except that the Deposit shall be refunded to Buyer; and

- (c) From and after the date hereof, Buyer shall have the right of reasonable access to the Premises for purposes of making survey or other inspections or examinations of the Premises at reasonable times so as not to interfere unreasonably with Seller's use and enjoyment of the Premises; Buyer shall be afforded an opportunity to inspect the Premises within twenty-four (24) hours prior to closing. Buyer agrees to restore any portion of the Premises disturbed pursuant to the rights granted in this paragraph to its prior condition. Buyer shall indemnify and hold Seller harmless, which indemnity shall survive any termination of this Agreement, from any claims, including costs and reasonable attorney's fees, resulting from the negligence or intentional acts of Buyer, its employees, agents or independent contractors during such entry and shall provide Seller with evidence of personal injury and property damage insurance in such form as may be reasonably accepted to Seller. Buyer shall also provide Seller mechanics lien waivers for anyone working on the Premises at the behest of Buyer.

8. CONDEMNATION: In the event of any taking of all or part of the Premises by any entity other than the Seller prior to the closing of the transaction, the Buyer shall have the right to terminate this Agreement and receive back the Deposit, or to take conveyance of that which may remain, in which case, Buyer shall be entitled to any and all awards paid or payable with respect to any such taking.

9. DEFAULT: In the event of default by the Seller, the Buyer shall be entitled to the return of the Deposit as the Buyer's sole and exclusive remedy and Buyer shall have no further remedy at law or in equity for any breach by Seller hereunder. Buyer expressly agrees that it has no remedy of specific performance arising from any default by Seller or Seller's obligations hereunder.

If Buyer shall have paid the Deposit as aforesaid, and if Buyer shall thereafter (i) be required hereunder to purchase the Premises and fail to do so, or (ii) materially default in its performance obligations under this Agreement, the Deposit shall be retained by Seller which shall constitute full and complete liquidated damages, and Seller shall have no further remedy at law or in equity for any breach by Buyer hereunder. Seller expressly agrees that it has no remedy of specific performance arising from any default by Buyer or Buyer's obligations hereunder.

10. NOTICES: No notice hereunder from Seller to Buyer or Buyer to Seller shall be effective unless concurrently with the delivery of such notice to Buyer a copy of such notice is sent by registered or certified mail, postage prepaid, or by private express carrier, to the addresses as set forth below:

- (a) If to Seller, to: Michael Maniscalco, Town Manager
Town of East Hampton
20 East High Street
East Hampton, CT 06424
- (b) If to Buyer, to:

11. CONTINGENCIES: The execution of this Agreement and other documents to be delivered by the Seller is contingent on authorization by the East Hampton Town Council and approval of this transaction and the adoption of appropriate ordinances or resolutions by the East Hampton Board of Finance, favorable report of the East Hampton Planning and Zoning Commission, and approval by East Hampton Town Meeting.

12. ORAL AMENDMENTS: This Agreement constitutes the entire contract between the parties, supersedes any and all previous agreements or understandings, and no oral statements or any understanding not embodied herein shall be effective against the Seller or the Buyer.

13. SUCCESSORS AND ASSIGNS: The rights and obligations contained herein shall be binding upon and inure to the benefit of the Seller, the Buyer, and their respective successors and assigns. Except as provided herein, neither party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party. Notwithstanding the foregoing, the parties agree that Buyer may assign the Agreement to a limited liability company formed by the Buyers in which they are the sole members, provided however, that any individual Buyer shall remain individually liable for any Deposits, representations, or covenants contained in this Agreement.

14. BROKER: It is represented and agreed by the Seller and the Buyer that no one is recognized as the Broker and Agent. Furthermore, the Buyer shall hold the Seller harmless from all claims, losses and demands that may arise if any Broker or Agent makes a claim for a commission based upon any brokerage agreement with the Buyer. This paragraph shall survive the closing and transfer of title hereunder.

15. GOVERNING LAW: It is the intention of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereunder shall be determined according to Connecticut law.

16. SEVERABILITY: If the any such provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit of the invalid provisions.

[Next Page Signature Page]

WITNESS the execution hereof, under seal, as of the day and year first above written, in any number of counterpart copies, each of which counterpart copies shall be deemed an original for all purposes.

SELLER
Town of East Hampton

Witness

By _____
Michael Maniscalco
Its Town Manager

BUYER

Witness

By _____

SCHEDULE A

SCHEDULE A

all that tract of land, situate, lying and being in the southerly side of Summit Street in the Town of East Hampton, County of Middlesex and State of Connecticut, and designated as Tract No. 1 on a map entitled "Property of Planeta Realty Corp., Summit Street - East Hampton, Conn., Survey of Present Buildings as of Dec. 23, 1966 - Scale 1" = 30' E.J. Bazzell Land Surveyor," which map is to be filed in the Town Clerk's Office in the said Town of East Hampton, and being more particularly bounded and described as follows:

Beginning at a point on the south side of Summit Street, said point located 23' more or less west of the center line of Starr Place; thence westerly along the South Line of Summit Street 114' more or less to a point, said point being at the intersection of the east line of Watrous Street; thence southwesterly along the east line of Watrous Street 67' more or less to a point; thence still southwesterly along the east line of Watrous Street 217' more or less to a point; thence easterly along other lands of Planeta Realty Corporation 40' more or less to a point; thence northerly along other lands of Planeta Realty Corporation 100' more or less to a point; thence northeasterly along other lands of Planeta Realty Corporation 57' more or less to a point, said point being the southwest corner of lands now or formerly of The Gong Bell Manufacturing Co.; thence northeasterly along the land now or formerly of The Gong Bell Manufacturing Co. 47.5' more or less to a point; thence still northeasterly along the land now or formerly of The Gong Bell Manufacturing Co. 64.1' more or less to a point; thence easterly along land now or formerly of The Gong Bell Manufacturing Co. 26' more or less to a point, said point located 23' more or less west of the center line of Starr Place; thence northerly along a line said line located 23' more or less west of and parallel to the center line of Starr Place 93' more or less to the point and place of beginning.

Together with the right to draw water from an existing well on premises conveyed to James J. Ghezzi, Jr. as more particularly describe in a Warranty Deed dated April 14, 1986, recorded April 15, 1986 in Volume 193, Page 209 of the East Hampton Land Records.

Together with such rights of way for building encroachments onto the east side of Watrous Street as created by virtue of vote of the Town of Chatham at a special meeting of the held Nov. 9, 1912.



Office of **PARKS & RECREATION**

JEREMY HALL

jhall@easthamptonct.gov

MEMO

TO: Mike Maniscalco, Town Manager

FROM: Jeremy Hall, Parks & Rec Director

CC: Deb McKinney, Parks and Recreation Board Chair

DATE: 3/14/18

SUBJECT: Seamster Park Playground Demolition

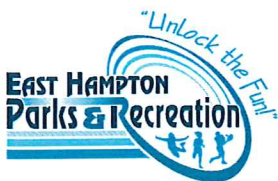
Mike,

At the last Parks and Recreation Advisory Board meeting held on Tuesday, March 6th the board unanimously approved for the demolition of the Seamster Park Playground. The Parks and Recreation Advisory Board motioned to remove the structures in place once we have a plan established. The board would like the items all to be removed at one time to eliminate kids playing on partial equipment and increasing their chance of injury.

I am currently working on a plan to identify the best way to remove the playground at the most cost-effective approach. The removal of the playground will take place once a solid plan is in place. An estimated time frame would be the end of May 2018.

Sincerely,

Jeremy Hall
Parks and Recreation Director



Drop in Location:
240 Middletown Avenue
East Hampton, CT 06424



Office of **PARKS & RECREATION**

JEREMY HALL

jhall@easthamptonct.gov

MEMO

TO: Mike Maniscalco, Town Manager

FROM: Jeremy Hall, Parks & Rec Director

CC: Deb McKinney, Parks and Recreation Board Chair

DATE: 3/14/18

SUBJECT: Field Request Policy

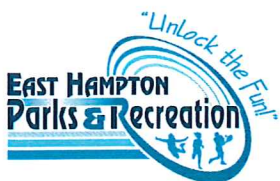
Mike,

At the last Parks and Recreation Advisory Board meeting held on Tuesday, March 6th the board unanimously approved the new Town of East Hampton Field/Facility Use Policy as presented to them by myself. The board feels this policy will help address the appropriate protocol for those using the fields as well as reduce the risk to the town of East Hampton if injury shall occur during the time of use by another organization using the field.

The Parks and Recreation Board hopes you will add this to the next agenda for the Town Council to approve so we can begin to initiate this as part of our town policy and field request process.

Sincerely,

Jeremy Hall
Parks and Recreation Director



Drop in Location:
240 Middletown Avenue
East Hampton, CT 06424



Town of East Hampton Field/Facility Use Policy

Fields

The field/facility use policy is for all organizations/groups/individuals wishing to use municipal fields and facilities. These fields and facilities are located in town parks and on school property.

All organizations/groups/individuals wishing to use town fields or facilities must fill out the attached Field/Facility Use Request Form, pay any applicable fees and supply proof of a valid insurance policy as requested by East Hampton Parks and Recreation or the Town Manager. No reservations will be made without this information.

FIELD MAINTENANCE FEE POLICY

I. General

The East Hampton Parks and Recreation Department is responsible for the maintenance and upkeep of all town fields and parks located in the Town of East Hampton. A typed-out schedule of all games and practices must be submitted 6 weeks prior to use of the fields to ensure proper reservations and field preparations.

Any organization or group wishing to do work or buy items affecting any field/grounds must present the idea in writing and get it approved by the Parks and Recreation Department prior to purchasing or performing work.

In the event of rain, the Parks and Recreation Department will make every effort to make all fields playable. If the Parks and Recreation Director or designee deems fields are unplayable, an E-mail will be sent out and a posting to social media will be made. It is the responsibility of the contact person to inform all of their participants that games or practices are cancelled. If the rain comes after the department employees leave for the day, organizations must be prudent and consider the long-range effects of playing before going on a field. No work may be done to the fields by an organization/group/individual. Any work done to the fields will result in cancellation of future reservations for the organization/group/individual.

Examples of conditions that may require the alteration or cancellation of an activity are:

Standing puddles of water on the field

Unsure footing or slippery conditions
 Waterlogged grounds (squishy areas)
 Lightning
 Severe Weather storms
 Unsafe facility conditions

If rain persists for multiple days or there are very heavy downpours, no games or practices shall be held until the Parks and Recreation Director or designee notify organizations/groups/individuals. If any organization/group/individual ignores this policy and goes on the fields deemed unplayable, the organization/group/individual shall be held monetarily responsible for the time and materials it requires the Town of East Hampton to make all necessary repairs to the field. A report will be prepared and provided to the organization/group/individual containing pictures of the field damage, the amount of time and materials necessary to repair the cost of those items along with an invoice.

II. Users

First Priority Users for all the fields will be given to (in this order)

1. East Hampton Public School Teams
2. East Hampton Parks and Recreation Department Programs
3. East Hampton Youth Leagues
4. In town Non-profit 501 C 3 groups comprised of East Hampton residents

- Please note that these leagues must belong to an affiliated state or national organization that is responsible for the administration of their sport (i.e. Little League, Youth Football, Travel Soccer). All team rosters must have 75% or more East Hampton participation of East Hampton residents.

Second Priority Users

1. Groups or individuals who are residents
2. Out of town Non-profit groups 501 C 3

Third Priority Users are:

1. For profit clubs, groups, businesses and associations, for youth and adults
2. Non-residents and others

Special Events – include but not limited to any and all events held beyond the regularly scheduled season of an organization/group or event that is held for a limited time on the fields/facilities located within the Town of East Hampton.

III. Conditions of Use

The Town of East Hampton in its sole and absolute discretion, reserves the right to decline rental of the parks, facilities or fields or to cancel the rental of parks, facilities or fields.

Parks, facilities or fields can be reserved only in the name of an adult who represents an approved organization and who agrees in writing to be responsible for the organizations behavior on said property.

All groups must adhere to the published guidelines of the East Hampton Parks and Recreation Department, East Hampton Board of Education or Town of East Hampton ordinances. There is a no authorized usage of alcohol and tobacco products on any Town or Board of Education property with the exception of a permit of exemption for alcohol use at picnics issued by the East Hampton Police Department or Town Manager.

IV. Rental Requirements & Fees

All interested parties wishing to rent a field/facility must complete a field/facility use request form. If approval of use is granted, applicants must complete the Town of East Hampton Facility/Field use contract enclosed and submit the rental fee within 5 business days of approval.

Fees: First Priority users are exempt from fees
 Second Priority users must pay a fee of \$25 per hour
 Third Priority users must pay a fee of \$50 per hour

The special events fee is a flat fee based on locations, extent of event and, maintenance issues. The Parks and Recreation Director and his/her designee will determine this fee when given the request.

All user groups will be responsible for additional fees associated with the mandatory presence of police or park personnel at their event.

V. Utility and Field Materials Fee

Material cost (i.e. Lime, paint, requested sports equipment) will be charged to each club, organization or sports group as discussed prior to signing the request form.

The Parks and Recreation Director or his/her designee may decide that users would be charged for utilities (i.e. field lighting). This would be communicated to the group renting prior to the reservation confirmation.

VI. Insurance Requirements

All groups using the field/facilities must supply the East Hampton Parks and Recreation Department with proof of liability insurance. The Town of East Hampton requires a minimum of \$1,000,000 liability insurance with the Town of East Hampton listed as an additional insured. Proof of this insurance must be submitted to the East Hampton Parks and Recreation Department at the time of booking.

VII. Cancellation and Refund Procedures

The Town of East Hampton in its sole and absolute discretion, reserves the right to cancel permission for any group to use a park, facility or field if the purpose of such use is not considered to be in the best interest of the community, neighborhood or town.

If the Town of East Hampton cancels a permit due to weather or field conditions, all fees will be refunded if it is a one-day event. For long-term usage a re-scheduled date will be given. Please allow up to 15 business days for a refund to be issued.

If Police coverage or Park Maintenance coverage is required, all fee structures and cancellation policies must be in accordance to their contracts with the Town of East Hampton.

No refunds will be made in any amount for failure to show on a reserved rental date. If it is deemed necessary to cancel a permit due to a violation of town policy or town ordinances, all user fees paid will be automatically forfeited.

VIII. Additional Supervision

The Town of East Hampton reserves the right to require any lessee or user to provide police protection when deemed necessary. Additional park personnel will be assigned, if deemed necessary, by the Town of East Hampton; any resulting expenses or cost will be billed to the lessee or user.

IX. Appeals Process

All waiver requests to any provision of this policy are to be directed to the Parks and Recreation Director. Appeals from the Parks and Recreation Director's decision can be made to the Town Manager with a subsequent appeal to the Town Council, if necessary. The decision of the Town Council is final.

FACILITIES

Town Hall Community Room

The Town Hall Community Room will be made available to user groups as space permits. Please reference Users Section II for user priority and section IV Rental Requirements and Fees.

Tennis Courts

Tennis Courts can be reserved on a first-come, first served basis. No fee will be associated with the use of Tennis Courts.

Pavilion Rentals

Pavilion rentals information is available in the Pavilion Rental Packet (available on the East Hampton Parks and Recreation website www.easthamptonrec.com). Before a reservation of the Sears Park Pavilion can be booked:

- 1) A Pavilion rental form must be completed and returned with a \$125 security deposit to the Parks and Recreation Department office. The deposit is refundable after the function is over and the area used has been inspected for damage, and could take up to (2) weeks to be returned. If damage exceeds the \$125 deposit, separate billing will be made to cover additional costs for needed repairs and/or cleaning.
- 2) Once the desired date is approved, the rental fee must be PAID at the time of reservation. Fee is \$75 for half day of use (9:00 – 1:00pm) or (1:00pm – 6:00pm). For full day, the fee is \$125.00 (9:00am – 6:00pm).

RESOLUTION
Water Development Task Force

WHEREAS, The Town is the owner of the Exclusive Service Area Provider for public Drinking water supplies; and

WHEREAS, there is a need to develop a solution to water quality and access issues in East Hampton; and

WHEREAS, whatever solutions proposed needs to be compatible with a future town-wide water system;

NOW, THEREFORE, BE IT RESOLVED: That this Town Council hereby establishes a 7 (seven) member Task Force to accomplish the following tasks:

1) *Work with the State Department of Public Health to determine the best solutions for the immediate needs of the Village Center as well as future expansion. The following action items should be considered:*

- a) *review alternative water sources in proximity to the Village Center to meet the immediate economic and community needs*
- b) *design said system to be compatible and consistent with a water system for future planning*
- c) *explore local, regional and private options for the development, implementation and operation of a community water system*

2) *Determine the costs associated with a water system to including but not limited to:*

- a) *engineer work*
- b) *land acquisition*
- c) *construction*

3) *Review and consider the necessary engineering plan with the McGuire Group*

4) *Prepare an implementation plan(s)*

5) *Present findings to Town Council for approval*

- a) BE IT FURTHER RESOLVED: That there shall be 7 (seven) members of the Task Force appointed by the Town Council. In an effort to maintain diversity and expertise on the Task force it is recommended that members of the Task Force should include one(1) member of the Town Council, two(2) members of the WPCA, a former member of the Public Water System Task Force, one(1) member of the Board of Finance, one(1) member of the Economic Development Commission and one(1) member of the Planning & Zoning Commission. The Task Force shall continue as a complete committee during their term regardless of changes in the composition of the Town Council, Water Pollution Control Authority, Board of Finance, Economic Development Commission and Planning & Zoning Commission.

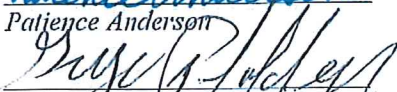
BE IT FURTHER RESOLVED: That the Town Manager shall appoint appropriate staff to this Task Force to achieve the objectives previously outlined.

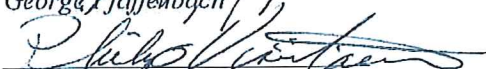
BE IT FURTHER RESOLVED: That the Task Force will report to the Town Council at each Town Council meeting or more often if needed. And, that upon completion of its charge, its recommendations shall be presented to the Town Council for approval and then forwarded to the Town Manager and the WPCA for implementation.

By Order of the Town Council:



Barbara Moore, Chairwoman


Patience Anderson


George Pfaffenbach


Philip Visintainer


Kevin Reich, Vice Chairman


Ted Hintz, Jr.


Mark Philhower

Adopted: 02/25/2014



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

March 27, 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 eight refunds totaling \$933.52.

Respectfully Submitted,

Kristy L. Merrifield, CCMC
Collector of Revenue

242.42 ☒
181.97 ☒
49.84 ☒
83.00 ☒
46.12 ☒
143.44 ☒
106.30 ☒
80.43 ☒

008

933.52 ☒

	\$4,449.52
+	<u>933.52</u>
Total	\$5,383.04