



ANCHOR

ENGINEERING SERVICES, INC.

AGENDA
ITEM # 602

T: 860.633.8770
F: 860.633.5971
www.anchorengr.com

41 Sequin Drive + Glastonbury, CT + 06033

September 7, 2016

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

Re: Watrous Street Building Demolition Project
Bid Results & Recommendation of Award

Dear Michael,

As requested, we have compiled the results of the 13 Watrous Street Demolition Project bids received as a result of the Town's *Invitation to Bid*. Further, we have evaluated these results and our findings and recommendations are described below.

Background

This was a re-bid of the project, as necessary to eliminate a discrepancy on the original bid form that would have prevented the fair evaluation and award of the original bid. Notice of the Invitation to Bid was posted on-line on August 8th and advertised in the newspaper on both August 9th and August 10th. No pre-bid was held, although one was held for the original bid and all three bidders did attend that original pre-bid meeting. All bidders were additionally given multiple opportunities to visit the site and inspect the interior of the structures. One addenda to the bid package were issued to all who sought to obtain the bid package for the project.

Bid Opening

The bids were opened at the Town Hall at 10:00 AM on August 26, 2016. Three (3) bids were received. Each of the bidders completed the administrative requirements of the bid process, including:

- Written Acknowledgement of Addendum No. 1
- Completed and Submitted Non-Collusion Affidavit
- Completed and Submitted Qualifications Information
- Submitted Bid Security in the amount of five percent (5%) of their bid
- CHRO Form Completed and Submitted

The bidders and the submitted bid prices are as follows:

| RE-BID TABULATION | | | | | |
|--|--|---------------|-----------------|--------------------------|---------------------------------|
| TOWN OF EAST HAMPTON | | | | | |
| 13 Watrous Street Building Demolition | | | | | |
| BID OPENING: August 26, 2016, 10:00 AM | | | | | |
| | | Bidder | S&R Corporation | Wiese Construction, Inc. | Alcon Abatement Demolition, LLC |
| ITEM NO. | BID ITEM | UNIT | BID UNIT PRICE | BID UNIT PRICE | BID UNIT PRICE |
| 1 | BID SCENARIO #1 (COMPLETE DEMOLITION) | LS | \$175,195.00 | \$119,750.00 | \$137,370.00 |
| 2 | BID SCENARIO #2 (PARTIAL DEMOLITION) | LS | \$206,775.00 | \$165,000.00 | \$145,125.00 |
| 3 | Unit Price Item No. 1 | Per Valve | \$200.00 | \$125.00 | \$50.00 |
| 4 | Unit Price Item No. 2 | SF | \$24.50 | \$5.00 | \$10.00 |
| 5 | Unit Price Item No. 3 | SF | \$5.00 | \$3.50 | \$6.00 |
| 6 | Unit Price Item No. 4 | Per Glove Bag | \$324.50 | \$150.00 | \$50.00 |
| 7 | Unit Price Item No. 5 | SF | \$15.00 | \$18.00 | \$75.00 |
| 8 | Unit Price Item No. 6 | LF | \$18.65 | \$8.00 | \$10.00 |
| 9 | Unit Price Item No. 7 | LF | \$30.00 | \$15.00 | \$25.00 |
| 10 | Unit Price Item No. 8 | SF | \$20.00 | \$27.00 | \$22.50 |
| 11 | Unit Price Item No. 9 | SF | \$27.35 | \$35.00 | \$25.00 |
| 12 | Unit Price Item No. 10 | SF | \$33.00 | \$55.00 | \$50.00 |
| 13 | Unit Price Item No. 11a | CY | \$3,000.00 | \$1,200.00 | \$1,900.00 |
| 14 | Unit Price Item No. 11b | Per Drum | \$4,600.00 | \$750.00 | \$485.00 |
| 15 | Add Alternative #1 - Fill Pits & Trenches & Repair Floor | LS | \$21,064.00 | \$7,878.00 | \$18,784.00 |
| 16 | Deduct Alternative #1 - Cast In Place Walls to Remain | LS | \$3,500.00 | \$2,500.00 | \$7,500.00 |
| | Addendum Acknowledged | | Yes | Yes | Yes |
| | Non-Collusion Affidavit | | Yes | Yes | Yes |
| | Bid Security Provided | | Yes | Yes | Yes |
| | Bidders Qualifications Statement Provided | | Yes | Yes | Yes |
| | CHRO Form Provided | | Yes | Yes | Yes |

Our conclusion from this is that the scope of work was clear to the contractors and that the bids are competitively priced.

Consideration of the Bids

There were two bid scenarios, for which lump sum prices were requested. There were an additional 12 unit priced items for which prices were requested in case the total quantity of work for these items exceeded

Mr. Michael Maniscalco
September 7, 2016
Page 3

estimated quantities included in lump sum bid prices. There were an additional 2 Alternate line items (1 deduct alternative and 1 add alternatives) included in the Contractors bids. In general, each of the bids, , seemed balanced on the whole, that is, the prices provided for the line items seemed generally proportional to the value of materials and labor required to complete the work for that line item.

Consideration of the Apparent Low Bidder

The Town has determined that the project would be performed with the work described in Bid Scenario #1 (total demolition), as this option is cheaper and will allow for additional money to remain from the grant for future related work at the site. Additionally, the Town has decided that the work described in Add Alternate #1 (infill all voids and trenches) would also be performed in order to leave the site in a safer condition. Based upon this scope of work and the bids received, the apparent low bidder is Wiese Construction of Norwich, CT.

Wiese has submitted evidence that they are licensed in the State of CT to perform lead and asbestos abatement as well as demolition, all of which are required for this project. Wiese has indicated that they would self-perform all work on this project. Wiese is also noted to be pre-qualified by the CT DAS for abatement and demolition work up to \$5,000,000 single project value.

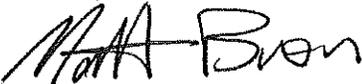
Wiese has provided a project list for projects currently being performed and several which have previously been completed. They have noted that existing work would not impact their completion of this project, ranging in value from \$350,000 to over \$4,500,000. Anchor spoke with several of the references provided and received very positive feedback with regards to Wiese's work quality and overall professionalism.

Recommendation

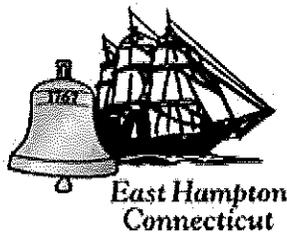
On the basis of the bid received and the favorable references, we recommend the contract be awarded by the Town of East Hampton to the low bidder Wiese Construction, Inc., with a Bid Scenario #1 base bid amount of \$119,750.00 and Add Alternate bid amount of \$7,878.00, for a total bid price of \$127,628.00.

Please contact me should you wish to discuss the above.

Sincerely,



Matthew N. Brown, P.E.
Principal



East Hampton
Brownfields Redevelopment Agency
Town of East Hampton
Connecticut

September 7, 2016

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

Re: 13 Watrous Street Demolition Bid Evaluation

Dear Mike:

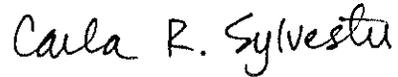
As you know, the Brownfields Redevelopment Agency requested that Anchor Engineering assist with bidding services for the planned demolition of the town owned buildings at 13 Watrous Street. Competitive bids were sought and three submittals were reviewed. As we understand, a fourth bid was received after the deadline for submittal, and was therefore not considered. Anchor evaluated the bids and presented their recommendation to the Agency regarding the bid most advantageous to the town. The format of the Request for Proposals provided for multiple options for both full and partial demolition to account for the fact that finite funding is available to complete the project.

On September 1, 2016, the Town of East Hampton Brownfields Redevelopment Agency held a special meeting to discuss Anchor's bid evaluation. After careful consideration of the factors involved with both partial and complete demolition, as well as input from Anchor, yourself and the Public Works Director, the Agency reached a consensus that Bid Scenario #1 (essentially full demolition of structures except retaining walls and floor slabs) and Alternative #1 (filling of floor pits and trenches) is the most appropriate as well as the least expensive option for the town. This is also the conclusion of the engineering firm and the basis for their recommendation for the contract award.

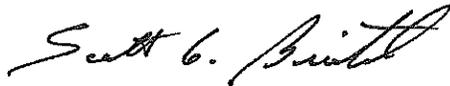
We believe it is important for the Town Council to understand that the recommended bid award is well within the budget proposed as part of the STEAP grant application. We are hopeful that this fact will enable the Agency to reprogram grant funds to conduct additional, and much needed soil remediation at the property.

In summary, we concur with Anchor's recommendations and request that the Town Council accept their recommendation for contract award. We believe the recommendation is in the best interest of the town as it seeks to provide a more safe and secure town-owned property in the Village Center.

Sincerely,



Carla Sylvester, P.E., LEP
Chairperson



Scott Bristol, LEP
Vice-Chairperson

Agency Members

Carla Sylvester, P.E., LEP
Scott Bristol, LEP
William DeMore
MaryAnn Dostaler
Cindy J. Karlson, Esq.
Kay Willson
Daniel Wolfram, CHMM, LEP

GRANT APPLICATION

This Grant is provided effective as of July 1, 2016 by the Town of East Hampton ("Town") with offices at 20 East High Street, East Hampton, Connecticut to MIDDLESEX HOSPITAL, a Connecticut corporation owning and operating a Connecticut-licensed acute care hospital and other treatment facilities with a business address at 28 Crescent Street Middletown, CT 06457 "Middlesex Hospital".

1. Town will grant to Middlesex Hospital an amount to continue the provision of Paramedic Services as set forth below in Sections 2 and 3. The Grant for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017 shall be \$1.00 "per-capita" for the Town of East Hampton as determined by the 2010 U.S. census, to wit, 12,959 persons. The Grant, based on the aforementioned information, shall increase \$1.00 at each renewal term as set forth in Section 5. The release of the Grant funds will be based upon receipt of a quarterly invoice from Middlesex Hospital starting on July 1 for the period of July 1 to September 30, 2016; October 1 for the period of October 1 to December 31, 2016; January 1 for the period of January 1 – March 31, 2017; and April 1st for the period of April 1 to June 30, 2017. The Grant shall be paid thirty (30) days after receipt of the invoice. This Grant shall be effective for the entire period beginning July 1, 2016, even if the execution and finalization of this Grant does not occur until on or before July 15, 2016.

2. Middlesex Hospital shall endeavor to make available licensed Paramedics for Services twenty-four (24) hours per day, seven (7) days per week. Town acknowledges that emergency medical service system demands on Middlesex Hospital will at times prevent Middlesex Hospital from responding timely to a East Hampton Volunteer Ambulance Association request. Middlesex Hospital will notify the East Hampton Volunteer Ambulance Association immediately at the time of request when such circumstances exist. In such circumstances, paramedic services will be requested by Middlesex according to its existing mutual aid agreements with other paramedic service providers.

3. Middlesex Hospital shall respond to East Hampton Volunteer Ambulance Association requests to provide Services either at the scene of the medical emergency or by meeting the transporting ambulance *en route* to an acute care medical facility at an agreed intercept point. Services shall be provided by a Middlesex Hospital Paramedic in accordance with the most recent revision to the State of Connecticut ALS Protocols.

4. **Advisory Committee.** An advisory committee composed of EMS service chiefs, municipal chief elected officials or town managers, and Middlesex Hospital representatives will be formed and will meet no less than quarterly to discuss matters related to service and financial performance measures and business in regard to Middlesex Hospital paramedic services, including the amount and calculation of municipal grants.

5. **Reporting.** The town shall receive reports on paramedic use and finances. At the first meeting of the Advisory Committee, the Advisory Committee shall discuss and identify the types

of quality of service delivery metrics to be collected by Middlesex Hospital. At each subsequent quarterly meeting the Advisory Committee shall receive from Middlesex Hospital reports on quality of service delivery, and reports on paramedic use and finances. Reports shall be for the entire service area and broken down by municipality

6. **Term/Termination.** This Grant shall commence on the effective date of this Grant and shall continue for one (1) year. Upon mutual Agreement between the parties in writing this Grant may be renewed for additional one (1) year terms ("each, Renewal Term") under the same terms and conditions, for not more than four (4) subsequent annual one (1) year renewal Terms. The town has the right to terminate this Grant without cause upon thirty (30) days prior written notice to Middlesex Hospital. Middlesex Hospital has the right to terminate this Grant without cause upon thirty (30) days written notice to the town. Upon termination of the Grant, the town shall be entitled to a pro-rated refund, if any, of any payments made to Middlesex Hospital under this Grant. Middlesex Hospital shall be entitled to collect any pro-rated payments from the town, up to the date of termination.

7. **Connecticut Law.** The laws of the State of Connecticut will govern the interpretation and construction of this Grant and the acts or omissions of the parties pursuant to it, without reference to conflicts of law principles. Town expressly consents to the personal jurisdiction of the state courts located in Middlesex Judicial District for the State of Connecticut, and to the United States District Court for the District of Connecticut.

Both parties agree to abide by all local ordinances, and state and federal statutes.

8. **Assignment.** Neither party shall assign this Grant or any rights hereunder without the prior written consent of the other party; provided, however, that Middlesex Hospital may assign this Grant in the event that it is acquired by or merges with another entity, or if all or substantially all of its assets are transferred to another entity.

9. **Payment.** Payment terms are net thirty (30) days upon receipt of the application.

10. **Default.** In the event of a default by either party in carrying out any material obligation hereunder, the other party may terminate this Grant; provided, however, that such right of termination shall only apply if written notice of such default has been given and the defaulting party has not cured such default within thirty (30) days of receipt of such notice.

11. **Independent Contractor.** The Grant does not create any agency relationship between Middlesex Hospital and Town, and both parties are acting hereunder as independent contractors. The parties shall be and act as independent Contractors, under no circumstances shall this Grant be construed as one of agency, partnership, joint venture, or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Neither party grants the other any right to bind it except as otherwise expressly agreed in writing. Each party shall be fully liable for all workers' compensation premiums and liability

insurance, federal, state and local withholding taxes or charges with respect to its respective employees.

12. This Grant is independent of, and shall not supersede, Middlesex Hospital's agreement with East Hampton Volunteer Ambulance Association. The town shall be notified of modification or cancelation of Middlesex Hospital's agreement with the town's BLS provider. All billing for those individuals actually receiving paramedic services from Middlesex Hospital will be governed by, and carried out in accordance with, the Agreement between Middlesex Hospital and the East Hampton Ambulance Association.

13. **Indemnification.** In entering into this Grant with Middlesex Hospital, the Town of East Hampton does not take on any responsibility or liability for the paramedic services provided by Middlesex Hospital. Middlesex Hospital shall indemnify the Town of East Hampton from any lawsuits or claims against East Hampton solely due to the paramedic services provided by Middlesex Hospital.

14. **Notices.** Whenever notice must be given under the provisions of this Grant, such notice must be in writing and will be deemed to have been duly given by (a) hand delivery; or (b) certified mail, return receipt requested, postage prepaid; or (c) telecopier (with written confirmation of receipt), provided that a copy is also mailed by registered mail, return receipt requested, addressed to the parties at their respective address set forth below. The Town and Middlesex Hospital may change the recipients of the notice upon written notice to the other party.

If to Town to:

Town Manager
Town of East Hampton
20 East High Street
East Hampton, CT 06424

If to Middlesex Hospital to:

Middlesex Hospital
28 Crescent Street
Middletown, CT 06457

Attention: Materials Management Dept.

15. **Force Majeure.** No party shall be liable for delay in performance hereunder due to forces beyond its control, including but not limited to acts of God, fires, strikes or other labor disputes, acts of war, acts of terrorism, or intervention by any governmental authority, and each party shall take steps to minimize any such delay. Notwithstanding any of the foregoing, in the event that Town experiences one or more Force Majeure events resulting in delays in performance of thirty (30) days or more in the aggregate, Middlesex Hospital may immediately terminate this Grant and shall have no further liability to Town. In the event that Middlesex Hospital experiences one or more Force Majeure events resulting in delays in performance of thirty (30) days or more in the aggregate, the Town may immediately terminate this Grant and shall have no further liability to Middlesex Hospital.

16. **Severability.** In the event that any portion of these Terms and Conditions is held to be unenforceable, the remainder of the provisions shall continue in full force and effect. In such

event, the parties shall, in good faith, modify these Terms and Conditions so as to achieve as much as can be achieved of the provision that was held unenforceable.

17. **Entire Agreement.** This Grant contains the entire understanding between the parties and supersedes all prior understandings, either oral or in writing, with respect to the subject matter thereof. No amendment, alternation, change, or attempted waiver of any of the provisions of this Grant shall be binding with the written consent of both parties.

18. **Counterparts, Facsimile and PDF Image Copy.** This Grant may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Grant. The Parties hereto agree that this Grant may be transmitted between them or their respective attorneys by facsimile or PDF image copy. The Parties intend that faxed or PDF signatures constitute original signatures and that a Grant containing the signatures (original, facsimile or PDF) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing party.

IN WITNESS WHEREOF, the said parties have caused this Grant Application to be executed and approved by their duly constituted officers as of day first written above.

Middlesex Hospital

Signature

Print Name

Title

Date

ACCEPTED BY Town of East Hampton:

Signature

Print Name

Title

Date

MEMORANDUM FROM THE LAW OFFICES OF
HALLORAN & SAGE LLP
225 Asylum Street
Hartford Connecticut 06103

| | |
|-------|--|
| TO: | Mike Maniscalco |
| FROM: | Duncan J. Forsyth Richard P. Roberts |
| DATE: | September 6, 2016 |
| RE: | Town Manager Employment Agreement Our File No. 07964.09 [16.21] |

We have, at your request, reviewed the issue of whether the vote taken on August 9, 2016 regarding the appropriation of \$250,000 for pre-referendum services for the Center School Project is effective. In reaching our conclusion, we have reviewed the following: August 9, 2016 Regular Meeting Agenda; August 9, 2016 Town Council Meeting Minutes; Town Council By-Laws Adopted on January 12, 2016; the East Hampton Town Council Second Reading Policy; the East Hampton Charter and Town Code and; Section 7-3 of the Connecticut General Statutes.

The Agenda for the August 9th meeting sets forth as a New Business Item: "Consider Appropriation of Funds for Pre-Referendum Services for Center School Project".

The Minutes of that Meeting reflect that three motions were made in conjunction with this Agenda item. The first motion was to waive the Second Reading of the motion as is provided for in the Second Reading Policy. This motion passed by a vote of 5-2. The second motion was to appropriate \$250,000 from the General Fund for the Town Hall/Memorial School/Center School pre-referendum services, subject to a recommendation from the Board of Finance. This motion also passed by a vote of 5-2. The third motion was to set a Town Meeting date of September 12, 2016 for the appropriation of \$250,000 for the Center School project pre-referendum services. This motion was approved by a vote of 7-0.

Section 4.1 of the Town Charter states that additional appropriations made during a fiscal year, to a board, commission, department or agency in excess of an amount specified by town ordinance shall be approved by the town meeting. Section 45-3 of the Town Code sets that amount at \$25,000.

We believe that the Agenda notice indicating that the Town Council would consider the appropriation of pre-referendum funds for the Center School Project was sufficient to lead the public to conclude that the Town Council could take all steps

necessary to effectuate the appropriation, including the setting of a Town Meeting to approve that appropriation as required by the Town Charter and Town Code. The unanimous vote of the Town Council certainly supports our conclusion on that particular question.

Section 7-3 of the Connecticut General Statutes sets forth the notice requirements for the warning of a Town Meeting:

*“The warning of each town meeting, and of each meeting of a city, borough, school district or other public community or of an ecclesiastical society, shall specify the objects for which such meeting is to be held. Notice of a town meeting shall be given by posting, upon a signpost or other exterior place near the office of the town clerk of such town and at such other place or places as may be designated as hereinafter provided, a printed or written warning signed by the selectmen, or a majority of them, **and by publishing a like warning in a newspaper published in such town or having a circulation therein, such posting and such publication to be at least five days previous to holding the meeting, including the day that notice is given and any Sunday and any legal holiday which may intervene between such posting and such publication and the day of holding such meeting, but not including the day of holding such meeting;**”*

It is our understanding that the earliest that such notice can be published in the usual newspaper utilized by the Town for legal notices is September 9, 2016. This, clearly, would not allow for the required statutory warning of the Town Meeting necessary to act on the proposed appropriation. Thus, it is our advice that the Town Council at its next regular, or special, meeting includes an agenda item to set a new date for a Town Meeting allowing for enough time to make sure that the notice of said meeting is published at least five days prior to the Town Meeting.

If the Town Council wishes to revisit this entire issue, it is entirely free to do so by utilizing a Motion to Rescind pursuant to Rule 35 of Robert's Rule of Order by way of the process we described in our August 15, 2016 memo to you.

If you, or any members of the Town Council, have any questions regarding the above analysis, please do not hesitate to contact us.

LEGAL NOTICE

INVITATION FOR REQUEST FOR PROPOSALS THE TOWN OF EAST HAMPTON WATER DEVELOPMENT TASK FORCE IS ACCEPTING REQUESTS FOR PROPOSALS FOR A STUDY ON INTERCONNECTION OF THE TOWN WATER SYSTEMS.

Request for Proposals (RFP's) shall be submitted in the manner specified to the Town of East Hampton Water Development Task Force, "EHWDTF", at the office of the Water Pollution Control Facilities, 20 Gildersleeve Drive, East Hampton, CT. until 10:00 AM on Friday, October 14, 2016.

The "EHWDTF" has been authorized by the Town of East Hampton Town Council to solicit and accept RFP's for a Town Water System Interconnection Study, which are to be submitted in six (6) complete sets, together with general information on the Respondent, the Respondent's qualifications and experience on similar projects in Connecticut, and the Respondent's proposed technical and business approach/budgetary fee for performing the Interconnection Study. Resumes of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish the project and examples of similar projects implemented by the Key staff shall also be provided.

The Town is desirous of obtaining the services of qualified firm or firms to perform a study to determine the potential benefits of and priority of interconnections of the numerous water systems throughout the Town of East Hampton and possible development/interconnection of new sources of supply. This work is envisioned to facilitate a phased build out of a Town water system to serve the citizens of East Hampton.

In evaluating the RFP's the Town will take into account, among other things, Responder's proposed Study approach, the Responder's experience and capacity to implement the Study, and the Responder's ability to understand the Town's needs.

A Fact Sheet on the Town's water assets is available upon request. Respondents may also schedule appointments with the Public Utilities Administrator to review available water system reports and information.

The information received in response to this RFP's will be reviewed by the "EHWDTF" and be used by the Town to determine which firm or firms to enter into negotiations to perform the study.. Upon completion of this review the "EHWDTF" will make recommendations to the Town Council on how to proceed.

Request for Proposal's Terms and Conditions:

The Respondent certifies at the time of submittal that the information and materials provided are truthful and accurate to the best of its knowledge.

The Respondent also agrees as the result of submittal to participate with reasonable follow-up questions or discussions to enable Town to fully understand the response submitted.

All such activities and efforts are understood to be VOLUNTARY on the part of the Respondent, and such participation is provided by the Respondent or Respondent's company at no cost or further obligation whatsoever by Town.

Town may utilize the data submitted in any reasonable manner unless otherwise expressly limited in Respondent's submittal.

Please note that this is a Request for Proposal ("RFP"), not an offer, invitation or advertisement for bids. Responses to this RFP will not lead directly to a contractual relationship between a Respondent and the Town.

A budgetary fee for completing the proposed Study approach should be provided. The actual Study scope and fee will be negotiated as part of the contract for services, once the "EHWDTF" has chosen a qualified Team to complete the study and report.

The Town reserves the right to use, adopt or incorporate any recommendations presented in the responses to this RFP in the development of a strategy in support of potential future project opportunities and the potential future issuance of a RFQ or RFP. Neither the Town nor the Respondent has any obligation under this RFP. A Respondent to this RFP is not guaranteed in any way that it will secure any future contract or agreement with the Town with regard to any project.

The information contained within this RFP is preliminary, is subject to modification and is in no way binding on the Town.

By order of the Town of East Hampton Water Development Task Force.

Tim Smith.
Public Utilities Administrator
East Hampton Water Pollution Control Authority

Town of East Hampton
Equal Employment Opportunity and Harassment Policy

I. Equal Employment Opportunity

The Town of East Hampton (hereinafter, the "Town") is committed to a policy of ensuring equal employment opportunity and nondiscrimination for all applicants and employees without unlawful discrimination in hiring or employment. The Town does not discriminate on the basis of race, color, national origin, religion, religious creed, age, sex, gender identity or expression, genetic information, sexual orientation, marital status, disability, past or present history of mental disability, intellectual disability, learning disability or physical disability, including but not limited to: blindness, citizenship status, ancestry, political affiliation or belief, military or veteran status, or any other characteristic protected by law. In accordance with all applicable federal and state laws, this commitment to equal employment opportunity and nondiscrimination extends to all employment decisions including, but not limited to, recruitment, hiring, compensation, benefits, training and career development, promotion, demotion or downgrading, transfer, layoff, recall, and separation, as well as all other terms and conditions of employment. The Town prohibits and will not tolerate the foregoing kinds of discrimination.

II. Harassment

The Town is committed to providing and maintaining a work environment in which everyone is treated fairly and with respect and dignity. The Town strictly prohibits harassment of any kind in any form. For purposes of this policy, harassment consists of verbal, written, graphic, or physical conduct relating to an individual's race, color, national origin, religion, religious creed, age, sex, gender identity or expression, genetic information, sexual orientation, marital status, citizenship status, military or veteran status, or disability when such conduct: (1) is sufficiently severe, persistent or pervasive that it creates an intimidating, threatening, abusive, or hostile work environment; (2) has the purpose or effect of substantially or unreasonably interfering with an individual's work performance; (3) otherwise adversely affects an individual's employment opportunities; (4) is made either explicitly or implicitly a term or condition of an individual's employment; or (5) exposure to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual's employment. Harassment as set forth above may include, but is not limited to: (i) verbal, physical, or written intimidation or abuse; (ii) repeated remarks of a demeaning or condescending nature; and (iii) repeated demeaning jokes, stories, or activities directed at the individual.

The Town's prohibition of harassment includes sexual harassment, which for purposes of this policy, shall mean unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, written, graphic, or physical conduct of a sexual nature when: (1) acceptance of such conduct is made, either explicitly or implicitly, a term or condition of an individual's continued employment; (2) submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or (3) such

conduct is sufficiently severe, persistent, or pervasive that it has the purpose or effect of substantially interfering with the employee's job performance or creates an intimidating, hostile, or offensive work environment. Examples of conduct that may constitute sexual harassment include, but are not limited to, sexual flirtations, advances, touching or propositions, verbal abuse of a sexual nature, graphic or suggestive comments about an individual's dress or body, sexually degrading words to describe an individual, jokes, pinups, calendars, objects, graffiti, vulgar statements, abusive language, innuendos, references to sexual activities, overt sexual conduct, or any conduct that has the effect of unreasonably interfering with an employee's ability to work or creates an intimidating, hostile, or offensive working environment.

The Town will not tolerate harassment or the creation or existence of a hostile work environment. All Town officials and employees are expected to comply with this policy. Management and elected officials will not use their authority to harass employees, take or fail to take personnel action as a reprisal against an employee for resisting or reporting any act of harassment, or tolerate any harassment, verbal or physical, of an employee toward another employee. Anyone engaging in such conduct will be subject to discipline up to and including immediate discharge. All supervisory staff members are responsible for regularly reminding employees of this policy, and all are responsible for seeing that the Town's workplace is free of harassment.

III. Retaliation

The Town strictly forbids retaliation against employees or elected officials who report harassment or who participate in internal or external investigations of harassment. The Town will not engage in any such retaliation nor will it permit employees or elected officials to do so. The Town will not tolerate retaliatory citizen behavior/actions towards employees or elected officials whom have reported harassment or participated in a harassment investigation. All employees and elected officials shall report all instances of retaliation to the appropriate individual(s) in accordance with this policy.

IV. Reporting Harassment

The Town strongly urges the reporting of all incidents, or suspected incidents, of harassment, discrimination, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe to be contrary to the Town's policy or who have concerns about such matters should file complaints or report their concerns to their immediate supervisors or managers or the Town Manager. Individuals should not feel obligated to bring their complaints or reports to their immediate supervisors or managers before bringing the matter to the attention of the Town Manager. Employees can submit complaints and reports in writing, by e-mail, or by meeting in person with their supervisors or managers or the Town Manager. All oral complaints or reports must be documented in writing by the Town.

Early reporting and intervention have proven to be the most effective methods of resolving actual or perceived incidents of prohibited harassment. Therefore, while no

fixed reporting period has been established by this policy, the Town strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The Town will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its employees. The availability of this complaint procedure does not preclude an individual who believes he/she is being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any supervisor or manager who receives a complaint about harassment, retaliation, or who believes that someone is engaging in conduct that may be prohibited, must immediately report it to the Town Manager. Ignoring such conduct is not acceptable and may subject the supervisor or manager to disciplinary action.

V. Investigating Complaints

The Town's policy is to take all complaints and reports of harassment seriously. All complaints and reports will be investigated thoroughly, promptly, impartially, and to the extent possible, discreetly. Once a complaint is received, an investigation will be undertaken immediately and all necessary steps taken to resolve the problem. The investigation may include individual interviews with the parties involved and, when necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. No individual who is the subject of a harassment, discrimination, or retaliation complaint shall play a role in the decision-making process with respect to the resolution of the complaint. Employees or elected officials have a duty and are obligated to participate in investigations when asked. The Town Manager will make best efforts to ensure the investigation of all complaints or reports of harassment, discrimination, or retaliation, preparation of written findings of the results of each investigation and the remedial actions proposed, and communication with any complaining party about the results of the investigation and remedial actions taken, if any. Best efforts will be made to ensure such action is taken within a reasonable period of time consistent with the circumstances of the complaint or report. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. If, after investigating any complaint or report of harassment or discrimination, an employee or person has intentionally provided false information regarding a harassment or discrimination complaint or report, disciplinary or legal action may be taken against that individual.

Where investigation confirms that harassment has occurred, the Town will promptly take corrective action. Discipline up to and including discharge from Town service, prohibiting access to Town facilities or property, or legal action may be implemented by the Town after the respondent to a complaint has had a chance to present his or her side of the case, and to rebut the claims made against him or her. In all cases, including those in which a harassment complaint is made against someone who is not a town official or employee, every effort will be made to ensure that the principles of due process of law are afforded to every respondent. In this context, depending on the circumstances, due

process includes, but is not limited to, the right to sufficient notice of the claims against the respondent, the right to counsel paid for by the respondent and the opportunity to rebut the allegations of the complaint in the presence of a fair and impartial decision maker.

Adopted by Town Council: _____

Town of East Hampton Anti-Harassment Policy

I. Purpose

The Town of East Hampton (Town) is committed to providing and maintaining a work environment in which everyone is treated fairly and with respect and dignity. The Town strictly prohibits sexual harassment and harassment toward anyone, including, but not limited to, legally recognized and protected classes based on race, religion, age, sex, marital status, sexual orientation, gender identity or expression, genetic information, national origin, ancestry, military service, veteran status, or disability except in the case of, bona fide occupational qualification or business necessity. All Town officials and employees are expected to comply with this policy. The principles and complaint procedures set forth in this policy apply to sexual harassment and all other forms of harassment involving agency employees.

The Town of East Hampton will not create or tolerate a hostile work environment or harassment in any form. Management and elected officials will not use its authority to harass employees, take or fail to take personnel action as a reprisal against an employee for resisting or reporting any act of harassment, or tolerate any harassment, verbal or physical, of an employee toward another employee. Anyone who engages in such conduct will be subject to discipline up to and including immediate discharge. All supervisory staff members are responsible for regularly reminding employees of this policy, and all are responsible for seeing that our workplace is free of harassment.

A. Sexual Harassment

As the prevention of sexual harassment deserves special attention, some sections of this policy focus directly on sexual harassment. The policy establishes a zero tolerance standard for all forms of sexual harassment toward any employee or elected official.

B. Other Forms of Harassment

This policy is also applicable to the harassment of members of a legally protected class and other harassment visited upon a Town employee or elected official, as such behavior is not only unfair, but also may impede the Town's service to the public.

II. Prohibited Conduct

The Town of East Hampton will not tolerate harassment as defined in this policy by anyone, including any supervisor, co-worker, vendor, citizen, resident, client or customer, whether in the workplace, at assignments outside the workplace, at Town sponsored (social) functions or elsewhere.

III. Effective Date

This policy shall be effective immediately and shall remain in effect until revised or rescinded.

IV. **Definition**

- A. **“Sexual Harassment”** is a form of sex discrimination, prohibited by both state and federal law (see C.G.S 46a-60(a)(8) and Title VII of the Civil Rights Act of 1964). “Sexual harassment” means any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature where:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person’s employment;
 2. Submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting the person; or
 3. Such conduct interferes with a person’s work performance or creates an intimidating, hostile or offensive working environment.

The offender or the victim of harassment may be either a man or a woman. Also, harassment can involve people of the same or the opposite sex.

- B. **“Harassment”** is unwarranted and unwanted verbal or nonverbal conduct which threatens, intimidates or unduly annoys or insults another person, where such conduct has the purpose or effect of creating an offensive, intimidating, degrading or hostile environment, or interferes with or adversely affects a person’s work performance.

Harassment does not include the conduct or actions of supervisors intended to provide employee discipline, such as deficiency notices, performance evaluations, oral warnings, reprimands or other supervisory actions intended to promote positive performance and/or discourage negative behavior or performance.

V. **Examples of Harassment**

While it is not possible to list all circumstances that may constitute harassment, the following are some examples of conduct which, if unwelcome, may constitute harassment depending on the totality of the circumstances including the severity of the conduct and its pervasiveness.

A. **Sexual Harassment Examples**

- Unwanted sexual advances and explicit sexual proposals;
- Demands for sexual favors in exchange for favorable treatment or continued employment;
- Suggestive comments, sexually oriented teasing or practical jokes;
- Foul or obscene body language or gestures;
- Display of printed or visual material that is foul, obscene or offensive;
- Sending or viewing jokes, pictures or other information by email or the internet where the information is sexually explicit, or where it ridicules a person’s ethnicity, religion, sexual orientation or other unchangeable characteristics;
- Physical contact, such as touching, patting, pinching or brushing against another’s body.

B. Other Forms of Harassment Examples

- Jokes about ethnicity, religious beliefs or practices, accents or gender specific traits;
- Repeated, unscheduled demands for attention and time regarding matters of a non-urgent nature that interfere with an employee's ability to perform his or her routine job duties in a timely and effective manner;
- Any communication or action that is demeaning, rude or inflammatory or otherwise incites anger, hurt, fear or embarrassment in the receiver of the communication or action;
- Unwanted questions or comments pertaining to any aspect of an employee's person or personal life;
- Unwanted contact at an employee home or in public especially when an employee is off duty. Examples of unwanted contact may include but are not limited to: calling an employee at their personal cell phone or land line; emailing an employee at their personal email address; and physically approaching and/or berating employees about work matters when the employee is off duty.

VI. Reporting Harassment

A. Victims of Harassment

If you believe that you are being harassed, you should clearly and promptly tell the offender that you want him or her to stop the behavior. If for any reason you do not wish to confront the offender directly or if confrontation does not successfully end the harassment, you shall immediately report the harassment to any one of the following people:

- Your supervisor or manager; or
- The Town Manager

Any employee or elected official who believes that he or she has been harassed in the workplace in violation of this policy may also file a complaint with the Connecticut Commission on Human Rights and Opportunities, Eastern Region Office, 100 Broadway, Norwich, CT 06360 (Telephone number 860-886-5703; TDD Number 860-886-5707) and/or the Equal Employment Opportunity Commission, Boston Area Office, One Congress Street, Boston, MA 02114 (Telephone number 617-565-2300; TDD Number 617-565-3204). Connecticut law requires that a formal written complaint be filed with the Commission on Human Rights and Opportunities within 180 days of the date when the alleged harassment occurred. Remedies for sexual harassment include cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement.

B. Employees or Elected Officials Who Witness Harassment

Any employee or elected official who witnesses harassment or becomes aware that another employee or elected official has been subjected to prohibited harassment shall immediately report the conduct to one of the individuals listed above.

C. Supervisors and Manager

Any supervisor or manager who receives a complaint about harassment, retaliation or who believes that someone is engaging in conduct that may be prohibited must immediately report it to the Town Manager. Ignoring such conduct is not acceptable and may subject the supervisor or manager to disciplinary action.

VII. No Retaliation

The Town strictly forbids retaliation against employees or elected official who report harassment or who participate in internal or external investigations of harassment. The Town will not engage in any such retaliation nor will it permit employees or elected officials to do so. The Town will not tolerate retaliatory citizen behavior/actions towards employees or elected officials whom have reported harassment or participated in a harassment investigation. All employees or elected officials shall report all instances of retaliation to one of the individuals listed in section VI.A of this policy.

VIII. Investigating Complaints

The Town's policy is to take all complaints and reports of harassment seriously. All complaints and reports will be investigated promptly, impartially and discreetly. Once a complaint is received, an investigation will be undertaken immediately and all necessary steps taken to resolve the problem. Employees or elected officials have a duty and are obligated to participate in investigations when asked. Investigation of such matters will usually entail conferring with involved parties and any named or apparent witnesses. Where investigation confirms that harassment has occurred, the Town will promptly take corrective action. Discipline up to and including discharge from Town service, banning from Town facilities or property, or legal action may be implemented by the Town after the respondent to a complaint has had a chance to present his side of the case, and to rebut the claims made against him or her. In all cases, including those in which a harassment complaint is made against someone who is not a town official or employee, every effort will be made to ensure that the principles of due process of law are afforded to every respondent. In this context, depending on the circumstances, due process includes, but is not limited to, the right to sufficient notice of the claims against the respondent, the right to counsel paid for by the respondent and the opportunity to rebut the allegations of the complaint in the presence of a fair and impartial decision maker.

IX. False Reports

Disciplinary action may be imposed if the Town determines that a false complaint was made under this policy.

Adopted by Town Council: December 8, 2015



AGENDA
ITEM # 12

Office of the COLLECTOR OF REVENUE

NANCY HASSELMAN, CCMC

nhasselman@easthamptonct.gov

**Nancy Hasselman, CCMC
Collector of Revenue
Town of East Hampton**

Sept. 9, 2016

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$4077.82.

Thank you for your assistance.

**Melanie Jump, CCMC
Assistant Collector of Revenue**

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0.00 *
 4.89 +
 10.31 +
 47.87 +
 100.00 +
 270.59 +
 20.09 +
 115.61 +
 99.01 +
 33.60 +
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 9.21 +
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 352.05 +
 184.15 +
 79.14 +
 71.45 +
 6.68 +
 52.92 +
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 18.78 +
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 302.94 +
 25.14 +
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055

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 37.24 +
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 4.80 +
 59.79 +
 4,077.82 *

**BOARD AND COMMISSION SUMMARY
 AUGUST, 2016**

Arts & Culture Commission

Carol Lane reported on outstanding bills from the 2015/16 fiscal year. It was suggested that a ribbon be created to put on the art that is selected for the art purchase award so that everyone at the art show can see which piece was selected. Open Studio dates were discussed. The budget process was also discussed. A date will be set for the Art Purchase Award Presentation at the Youth & Family Services office. The commission also discussed proposed web site.

Board of Finance

The August Meeting of the Board of Finance was held at the Town Hall Meeting Room on Monday, August 15, 2016. Newly appointed Vice-Chair Lambert ran the meeting in Chairwoman Tokarz absence. The main discussion revolved around the additional appropriation for pre-referendum costs for the Town Hall Center School / Memorial School project (\$250,000). After a lengthy discussion with members both for and against, the motion passed by a simple majority vote of 3-2.

Brownfields Redevelopment Agency

The Brownfields Redevelopment Agency held their regular meeting on August 22. The work at 13 Watrous needed to be re-bid because of incorrect language on one part of the bid document. Anchor took responsibility for any costs incurred, and re-bidding was happening at that time.

Charter Revision Commission

The Charter Revision Commission held a regular meeting on August 3 and public hearing/meeting on August 17. Proposed changes to the Charter were discussed at length along with recommendations from the Attorneys on the explanatory text and the ballot questions. Public comments were taken and discussed in full at the August 17 meeting, and the final report was approved to be sent to the Council.

Clean Energy Task Force

No meeting

Commission on Aging

The Commission on Aging met on August 11th. They discussed the upcoming Round Table Meeting in East Haddam and issues they have found with the Alert Now system. Following their regular meeting discussions, they had a workshop to discuss a survey they would like present to the Town Council for approval.

Conservation-Lake Commission

The Conservation-Lake Commission held their regular meeting on August 11. Discussion occurred on the 9 point plan and how that can be used for educating the

public on watershed management, along with the possibility of a lake web page to give information to property owners.

Design Review Board

No meeting

Economic Development Commission

The Economic Development Commission held their regular meeting on August 16. A representative from Sports on 66 talked to the members about that business. Po's is the current Belltown Spotlight on Business for the month. The EDC is putting together a specific package to entice a bakery to come to East Hampton.

Ethics Commission

No meeting

Fire Commission

The Board of Fire Commissioners held their regular meeting on August 8. Maintenance work is ongoing at the fire houses along with concrete work at Company #1. Brett Salafia and Eric Germain were re-elected as Chairman and Secretary. Discussion occurred on the BOFC's new role as overseers of the Fire Marshal.

High School Building Committee

The High School Building Committee held their regular meeting on August 18. It was reported that they are still on schedule and things are going well. The Town Inspectors and Fire Marshal's Department were thanked for their help in getting the building ready for occupancy in time for school. Opening of the time capsule was discussed with Mr. Fidler. This will happen in the spring time and will be a community event.

Inland Wetland Watercourses Agency

The Inlands Wetlands and Waterways Agency held their regular meeting on August 31. They approved replacement of a water line under Hale Brook at 15 Hale Road and new construction of a single family home at 35 Day Point Rd.

Joint Facilities

No meeting

Library Advisory Board

The Library Advisory Board held their organizational meeting on August 1. Amy Ordonez was elected Chair and Cindy Shirshac as Vice Chair. Meeting dates were scheduled and discussion occurred on the next steps for the Board.

Middle Haddam Historic District Commission

No meeting

Parks & Recreation Advisory Board

At the August meeting of the Parks and Recreation Advisory Board, the board discussed and motioned to recommend Play by Design as the builder for the Seamster Park Playground project. Also discussed was minor improvements to Sears Park, the 250th Anniversary of the Town and an update on the status of the Parks and Recreation summer and fall programs.

Planning & Zoning Commission

The Planning & Zoning Commission held a regular meeting on August 3. The applications of Stephen Acerbo for a 4 lot subdivision at 000 rear Old Young St. and the Carmela Lashenka revocable trust for a 2 lot subdivision at 152 Chestnut Hill were approved.

Water Development Task Force

The meeting of the Water Development Task Force was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Thursday August 18th at 6:30 P.M. Discussions were had regarding the Request for Proposal for a phased Water System. Chairman Barmasse reiterated the RFEI process from the June meeting. After discussion the Council accepted the RFP and directed Mr. Barmasse to forward the RFP to Town Council for approval to publish. Mr. Smith shared the Lease option proposal for developing the full blown water system using the Oakum dock wells from Jeffery Tamkin of PFIC. It was decided that the Lease option would not be viable at this time.

Water Pollution Control Authority

The meeting of the Water Pollution Control Authority Committee was held at the Colchester-East Hampton Waste Water Treatment Plant Meeting Room on Tuesday August 2nd at 6:00 P.M. A date was set for September 6th at 6:30 p.m. for a Public Hearing for the approval of the 2016/17 Sewer Use Rates. Discussions were had in relation to possible test wells for future use as well as the Town of Portland's interest in the Colchester-East Hampton Joint Facilities. Additional items discussed included sewer hook-up requests from property owners.

Zoning Board of Appeals

No meeting

August 23, 2016

Dear Town Council,

I am writing requesting your approval for appointment as East Hampton's town representative to the Catchment Area Council #10 Region II Regional Mental Health Board of the state of Connecticut. I have attended several of their meetings (which are open to the public) and have submitted the necessary paper work to them. I have been told that I now need to be officially appointed by the East Hampton Town Council.

I am not sure how long it has been since East Hampton has been without a representative or what the process of appointment has been in the past. If you would like further information on our Catchment Area Council (CAC) or the Region II Regional Mental Health Board please refer to their website at <http://www.southcentralhealth.org/index.htm>.

Now a little about me: I have been a resident of East Hampton since 1986 when I moved here with my husband. In 2001 I became a parducator in the school system, working originally at EHMS and presently at EHHS. My husband I have raised three sons who are now in their twenties. Both professionally and personally I have been exposed to various mental health issues and feel compelled to advocate for and help our community with mental health and addiction issues. I am a member of The Local Prevention Council and a past member of the Family Access Community Collaborative (<http://www.wrapct.org>) . I believe that I can be an excellent representative for East Hampton and look forward to serving our community.

Please feel free to contact me with any questions.

Sincerely yours,

Debra Field

Debra Field
18 Oak Knoll Rd
East Hampton, CT 06424
bcdfield@aol.com
860-267-6752