



Lauren Garrett
Mayor

TOWN OF HAMDEN OFFICE OF THE MAYOR

**Hamden Government Center
2750 Dixwell Avenue
Hamden, Connecticut 06518
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June 17, 2022

Legislative Council
Hamden Government Center
Hamden, CT 06518

Re: ORDER PROVIDING FOR THE APPOINTMENT OF A MAYORAL APPOINTMENT AND APPROVAL OF EMPLOYMENT AGREEMENT EUGENE LIVSHITS – TOWN PLANNER

Honorable Members:

Pursuant to the Hamden Town Charter, Section 8-2 :A and 8-7: C (2) (a) of the Town Charter, which provides for Mayoral appointees who shall be appointed by and subject to the authority of the Mayor, following approval by the Legislative Council, I hereby submit Mr. Eugene Livshits for appointment to the position of Town Planner.

Mr. Eugene Livshits has served the South Central Regional Council of Governments (SCRCOG) for the past nearly 14 years as Regional Planner and Senior Regional Planner.

Mr. Livshits received his Bachelor of Arts in Environmental Design with a Minor in Architecture from SUNY-University at Buffalo, School of Architecture and Planning in 2006, and further went on to receive a Master of Urban Planning with a specialization in Urban Design from SUNY-University at Buffalo, School of Architecture and Planning in 2008.

Mr. Livshits brings a wealth of regional planning experience from his roles at SCRCOG in the areas of land use, housing, hazard mitigation, transportation planning, and grant writing. He has a proven track record in project management from overseeing the guidance of land use projects; administering the Multi-Jurisdiction Hazard Mitigation Plan coupled with assisting to develop the regional outreach strategy; leading the Regional GIS Program including working with State Agencies on Municipal Parcel and CAMA Data/Reports; and monitoring the Regional Recreational Trails Program.

Mr. Livshits is a highly accomplished planning professional. While employed by SCRCOG, he managed the update of the South Central Region Plan of Conservation and Development (POCD) as well as administered the Regional Housing Plan including the Municipal Affordable Housing Plans. Mr. Livshits also has strong technical skills in the areas of ESRI ArcGIS Mapping/Analysis, Demographic and Socioeconomic Data, Zoning Research, and Adobe InDesign, Illustrator, and Photoshop.

Mr. Livshits gained extensive expertise while he served as a member of the Regional Planning Commission, where he reviewed the impacts of proposed zoning regulations, amendments, and subdivision applications, and reviewed Municipal Plans of Conservation and Development (POCD) for compliance with Regional and State Plans.

Mr. Livshits understands the importance of coordination between municipal stakeholders and the public, and has sought and maintained productive collaborations with local, regional and state organizations while employed by SCRCOG.

Attached for your review is Mr. Livshits' employment agreement with the Town of Hamden and his resume.

Your approval of this Order is respectfully requested.

Sincerely,



Lauren Garrett, Mayor

LG/r

Enclosures

cc: Town Attorney Sue Gruen, Personnel Director Brigitte Cogswell, FD Curtis Eatman, DFD Rick Galarza, COS Sean Grace, DCOS Alexa Panayotakis, Mayor's Office File

**TOWN OF HAMDEN
LEGISLATIVE COUNCIL**

**ORDER PROVIDING FOR THE APPOINTMENT OF A MAYORAL APPOINTMENT AND
APPROVAL OF EMPLOYMENT AGREEMENT
EUGENE LIVSHITS – TOWN PLANNER**

Presented by: _____

WHEREAS, pursuant to sections 8-2: A. and 8-7: C. (2) (a) of the Charter, except as otherwise provided by law or the provisions of the Charter, Mayoral appointees shall be appointed by and subject to the authority of the Mayor, following approval by the Legislative Council; and

WHEREAS, the Mayor wishes to appoint Eugene Livshits as the Town Planner for the Town of Hamden; and

WHEREAS, in accordance with the terms set forth in section 8-2. C of the Charter, the Mayor with approval of the Legislative Council may enter into an employment agreement with a Department Head; and

WHEREAS, the Mayor seeks approval of the appointment of Eugene Livshits as Town Planner and authorization to enter into the agreement on behalf of the Town of Hamden by majority vote of the Legislative Council.

NOW, THEREFORE, BE IT ORDERED that the appointment of Eugene Livshits as Town of Planner is hereby approved.

BE IT FURTHER ORDERED that the employment agreement between the Town of Hamden and Eugene Livshits is hereby approved and the Mayor is authorized to enter into the agreement on behalf of the Town of Hamden.

Adopted by the Legislative Council at its meeting held on _____ 2022.

APPROVED AS TO FORM:

Sue Gruen
Town Attorney

Dominique Baez, President
Legislative Council

Lauren Garrett,
Mayor

Kim Renta, Clerk
Legislative Council

DATE: _____

EUGENE LIVSHITS

elivshits@hamden.com • (203) 287-7074

Accomplished planning professional approaching 14 years of experience in regional planning in the areas of land use, housing, hazard mitigation, and transportation planning.

EDUCATION

Master of Urban Planning (MUP) 6/2008
Specialization, Urban Design
University at Buffalo
State University of New York
School of Architecture and Planning

Bachelor of Arts – Environmental Design 6/2006
Minor, Architecture
University at Buffalo
State University of New York
School of Architecture and Planning

PROFESSIONAL EXPERIENCE

Active Town Planner 6/2022 - Present
Town of Hamden
Hamden, CT

- Responsible for the management of the Planning and Zoning Department, including evaluating/updating procedures for meeting agendas and processing applications.
- Review and analyze Site Plan applications for consistency with the Town of Hamden Zoning Regulations.
 - Prepare staff reports, including recommendations for the Planning and Zoning Commission
- Pre-application discussions with applicants pertaining to planning and zoning implications of potential projects.

Senior Regional Planner 7/2016 - 5/2022
Regional Planner 9/2008 - 6/2016
South Central Regional Council of Governments,
North Haven, CT

- Responsible for research, policy analysis, including developing memoranda, reports, brochures and presentations.
- Establish and maintain contacts with local, regional and state organizations in order to advance SCRCOG's planning programs, and seek productive collaborations.
- Review grant applications for consistency with Regional Plan of Conservation and Development, and draft the letters of support for the proposed projects.
- Staff to Regional Planning Commission (RPC)
 - Review and analyze inter-municipal impacts of proposed zoning regulations amendments and subdivision application as established by the Connecticut General Statutes (8-3b and

8-26b). Review of Municipal Plans of Conservation and Development (POCD) (8-23) for consistency with policies established in the Regional and State Plans. Draft and present staff recommendations during RPC monthly meetings.

- Administration of updates to the Regional Plan of Conservation and Development through the guidance of the RPC.
- **Project Management**
 - Responsible for grant writing, development of scope of work, schedules, budgets, implementation, monitoring for compliance with award and contract terms and reporting.
 - Organize and coordinate advisory committee meetings with municipal stakeholders to guide SCRCOG land use programs.
 - Administration of the Multi-Jurisdiction Hazard Mitigation Plan (HMP). Coordination of municipal outreach process, and development of the regional outreach strategy with Regional Hazard Mitigation Advisory Committee.
 - Project Lead for Regional GIS Program, including collaborating with the SCRCOG GIS Vendor on future improvements and updates. Facilitated collection and transmittal of Municipal Parcel and CAMA Data/Reports with State Agencies.
 - Monitor Regional Recreational Trails Program, including collaboration with municipal and land trust representatives on potential mapping updates, and future improvements.
 - Administration of the Regional Housing Plan, and Municipal Affordable Housing Plan development, including coordination between consultant team and the municipalities. Development of outreach and educational material, including a Public Survey and Housing Fact Sheets.
 - Managed the update of South Central Region: Plan of Conservation and Development (POCD). Oversaw the development of the outreach strategy, including a Public/Municipal Survey, and Focus Group meetings.
- **Technical Assistance**
 - Provide assistance to municipalities in the areas of GIS Mapping/Analysis, Demographic and Socioeconomic Data, and Zoning Research.

Planning Intern

1/2008 - 7/2008

City of Niagara Falls Planning and Environmental Department
Niagara Falls, NY

- Conducted comprehensive research pertaining to zoning regulation updates, accessibility of public space, and brownfield revitalization.
- GIS analysis of the available public spaces for recreational opportunities.

SKILLS

<ul style="list-style-type: none"> ▪ Adobe InDesign, Illustrator, and Photoshop 	<ul style="list-style-type: none"> ▪ Demographic and Socioeconomic Data 	<ul style="list-style-type: none"> ▪ ESRI ArcGIS
<ul style="list-style-type: none"> ▪ Project Management 	<ul style="list-style-type: none"> ▪ Microsoft Office Suite 	<ul style="list-style-type: none"> ▪ Research and Analysis

MEMBERSHIPS

American Planning Association (A.P.A), Connecticut Chapter of the American Planning Association (CCAPA)

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter "Agreement") is made as of the ____ day of _____, 2022, by and between the Town of Hamden (hereinafter the "Town"), a municipal corporation organized under the laws of the State of Connecticut and Eugene Livshits (hereinafter "Mr. Livshits").

WHEREAS the Town desires to employ Mr. Livshits as its Town Planner and Mr. Livshits desires to accept such employment, under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **EMPLOYMENT:**

The Town hereby employs Mr. Livshits as its Town Planner and Mr. Livshits accepts such employment pursuant to the terms and conditions set forth in this Agreement.

2. **TERM OF AGREEMENT:**

Pursuant to Section 8.2 of the Charter of the Town of Hamden, this Agreement is subject to approval by the Legislative Council and this Agreement shall therefore have no force or effect absent such approval.

This Agreement shall commence on June _____, 2022 and shall terminate on November 26, 2023.

Mr. Livshits shall be subject to a ninety (90) calendar day probationary period as set forth under Section 8.2 of the Charter of the Town of Hamden commencing on his

first day of employment as the Town Planner for the Town under the terms of this Agreement.

The parties agree that ninety (90) calendar days prior to the expiration of this Agreement, the Mayor of the Town and Mr. Livshits shall meet to discuss a successor Agreement to this Agreement. In the event that the Mayor of the Town and Mr. Livshits do not agree to a successor Agreement to this Agreement prior to the expiration date of this Agreement, Mr. Livshits shall be considered an employee-at-will as of such date.

3. DUTIES:

Mr. Livshits shall perform the customary duties associated with the positions of the Town Planner. Mr. Livshits shall also perform other related duties consistent with the position, at such times and places and in such manner as the Mayor of the Town shall reasonably require.

In the performance of his duties as the Town Planner, Mr. Livshits shall report directly to the Mayor of the Town. At all times, Mr. Livshits shall use his best efforts in the performance of his duties and responsibilities as the Town Planner.

As Town Planner, Mr. Livshits is exempt from overtime under FLSA guidelines. Generally, Mr. Livshits shall work a seven (7) hour day Monday through Friday, subject to vacation time and other forms of leave set forth under Section 4. below. Notwithstanding, it is specifically acknowledged that depending upon the demands of the job, Mr. Livshits may be required to work more than seven (7) hours in a day and may be required to perform his duties after the normal business day and/or on weekends and holidays without additional compensation.

4. **COMPENSATION AND BENEFITS:**

For services rendered under this Agreement, unless otherwise specified, the Town shall provide the following to Mr. Livshits:

- The base salary for Mr. Livshits during the life of this Agreement shall be as follows:

Effective May 23, 2022: \$110,000.00 (less applicable state and federal withholdings).
- Mr. Livshits's base salary for subsequent contract years under this Agreement, may be adjusted, subject to the approval of the Legislative Council and in accordance with Mr. Livshits's level of performance. Under no circumstances, however, shall Mr. Livshits's salary be less than his salary for the prior year, unless Mr. Livshits expressly agrees, in writing, to such reduction.
- During the term of this Agreement, Mr. Livshits shall be eligible for health and life insurance benefits, sick leave, holidays, vacation, personal leave, mileage reimbursement, and pension benefits as provided in this Agreement, subject to generally applicable changes in insurance plans, employee co-payments, employee pension contributions and the like.
- **Health and Life Insurance:** Mr. Livshits shall be entitled to health insurance and life insurance benefits on the same basis as other Town employees who are not covered by a collective bargaining agreement between the Town and a union representing Town employees.

- **Sick Leave:** Mr. Livshits shall accrue sick leave at the rate of one and one-half (1.5) days per month (eighteen (18) days per year) for use in the event of bona fide sickness or injury. Mr. Livshits may accumulate up to one hundred fifty (150) unused sick days. Mr. Livshits shall not be entitled to receive any payment for unused sick leave days upon his separation from employment.
- **Holidays:** Mr. Livshits shall receive paid holidays on the same basis as other Town employees who are not covered by a collective bargaining agreement between the Town and a union representing Town employees.
- **Vacation:** Mr. Livshits shall be entitled to vacation days on the same basis as other Town employees who are not covered by a collective bargaining agreement between the Town and a union representing Town employees. Unused vacation days, may not be carried over from year to year without the prior written consent of the Mayor of the Town, otherwise such unused vacation shall be lost.
- **Personal Leave:** Mr. Livshits shall be entitled to personal days on the same basis as other Town employees who are not covered by a collective bargaining agreement between the Town and a union representing Town employees. Personal leave may not be carried over from year to year.
- **Mileage Reimbursement:** Mr. Livshits shall be reimbursed at the Internal Revenue Service mileage reimbursement rate for the applicable calendar year for use of his personal automobile on Town business, provided that any travel outside the Town of Hamden must be approved in accordance

with the Town's travel policy. This provision shall not entitle Mr. Livshits to reimbursement for commuting to and from work.

- **Pension:** Pension benefits will be provided in accordance with the Connecticut Municipal Employees Retirement System ("CMERS") on the same basis as other Town employees who are enrolled in CMERS and are not covered by a collective bargaining agreement between the Town and a union representing Town employees.

5. **EVALUATION:**

The Mayor of the Town shall annually evaluate Mr. Livshits's performance, based on the following areas:

- (a) Personnel Management
- (b) Fiscal Management
- (c) Day-to-Day Operations
- (d) Public Relations
- (e) Community Initiatives
- (f) Staff Development

6. **INDEMNIFICATION:**

To the extent permitted by law, the Town shall defend, hold harmless and indemnify Mr. Livshits against any and all claims, demands, judgments, loss, liability, including under state statute, tort, professional liability claim, civil rights claim or demand and any other administrative proceeding or legal action, at law or in equity, whether groundless or otherwise arising out of an alleged act or omission occurring in or in connection with the performance of the duties of the Town Planner, such duties to

include all obligations and commitments articulated in this Agreement, provided, however that nothing herein shall obligate the Town to pay the costs of defending any criminal prosecution brought against Mr. Livshits by state or federal authorities. Provided further that nothing herein shall obligate the Town to indemnify or pay for the costs of defending Mr. Livshits when such action arose due to negligent or reckless behavior on the part of Mr. Livshits. This provision with respect to criminal prosecution shall not be deemed to change Mr. Livshits's right to reimbursement under applicable state statute.

7. **TERMINATION:**

(a) **Termination Upon Death.** If Mr. Livshits dies during the term of this Agreement, this Agreement shall terminate, except that Mr. Livshits's heirs, assigns or legal representatives, on behalf of his estate, shall be entitled to receive Mr. Livshits salary and other accrued benefits earned up to the last day of the month of Mr. Livshits death.

(b) **Termination of Employment Due to a Disability.** If during the term of this Agreement, Mr. Livshits becomes disabled, as defined below, the Town may, by written notice to Mr. Livshits, terminate his employment. If Mr. Livshits is terminated due to a disability, he will be entitled to receive his salary and other accrued benefits earned up to the last day of the month in which such written notice is given.

"Disabled" shall be defined as the inability of Mr. Livshits to substantially perform the essential duties and responsibilities of his position as the Town Planner by reason of a physical or mental disability or infirmity:

- (i) for a continuous period of six (6) months; or
- (ii) at an earlier time if Mr. Livshits submits medical evidence satisfactory to the Town that he has a physical or mental disability or infirmity that will likely prevent him from substantially performing the essential duties and responsibilities of his position as the Town Planner for a period of six (6) months or longer.

The date of the disability shall either be the last day of a continuous period of six (6) month or the date on which Mr. Livshits submits the medical evidence, as set forth above, whichever occurs sooner.

If at any time after Mr. Livshits is terminated due to a disability he is no longer considered disabled, as evidenced by a written opinion of a competent physician licensed to practice medicine in Connecticut in the specific medical discipline that was the cause of Mr. Livshits's disability, the Town may, in its discretion, reinstate the employment of Mr. Livshits for the remaining term of this Agreement.

- (c) **Removal from Employment With or Without Cause.** Pursuant to Section 8.2 of the Charter of the Town of Hamden, during the term of this Agreement, the Town, acting through the Mayor, shall have the right to remove Mr. Livshits from employment at any time, with or without cause. "Cause" shall mean dishonesty, willful misconduct of a material nature, gross dereliction of duty, failure to correct serious and substantial

deficiencies in the performance of duties reasonably required by the Town, a material violation of this Agreement, or a conviction (including without limitation the entry of a plea of guilty or nolo contendere) or a confession to fraud, misappropriation, embezzlement or any felony.

In the event of removal with cause, the Town's obligation to Mr. Livshits under this Agreement shall be limited to the payment of his unpaid salary and benefits, if any, accrued up to the effective date specified in the Town's notice of termination.

In the event of removal without cause, the Town shall remain bound to fulfill the financial commitments made to Mr. Livshits under this Agreement for up to three (3) calendar months, unless the term of this Agreement has less than three (3) calendar months remaining. If the term of this Agreement has less than three (3) calendar months remaining, the Town's the financial commitment will therefore end at the end of the term of this Agreement.

Regardless of whether the Town's financial commitment is for either three (3) calendar months or the end of the term of the Agreement, as set forth above, Mr. Livshits is obligated to mitigate damages.

(d) **Termination of this Agreement by Mutual Agreement of the Parties.**

Mr. Livshits and the Town agree that this Agreement may be terminated at anytime during the term of this Agreement by mutual written agreement between Mr. Livshits and the Mayor.

(c) **Resignation from Employment.** Mr. Livshits may resign/retire from his position, however, Mr. Livshits must provide the Town with thirty (30) calendar days advance written notice.

8. INVALID PROVISION:

The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9. SURVIVORSHIP:

Any obligation of this Agreement which, by its nature, must be performed following termination of this Agreement shall be deemed to survive such termination.

10. RESOLUTION OF DISPUTES:

In the event of a dispute, controversy, claim or an alleged breach of this Agreement, Mr. Livshits or the Town may submit the dispute, controversy, claim or breach (the "Claim") to final and binding arbitration. Notice of intent to arbitrate by Mr. Livshits shall be sent by Mr. Livshits, in writing, to the Mayor. Notice of intent to arbitrate by the Town shall be sent by the Mayor, in writing, to Mr. Livshits.

The notice shall generally describe the facts and identify the Agreement provision(s) applicable to the Claim. If the parties are unable to resolve the Claim within thirty (30) calendar days of receipt of the Notice of intent to arbitrate, the matter will be submitted to a single impartial arbitrator by filing a demand with the American Arbitration Association. The impartial arbitrator shall either be mutually agreed upon by the parties or selected pursuant to then current labor arbitration rules of the American Arbitration Association. The arbitration shall proceed in accordance with the labor

arbitration rules of the American Arbitration Association.

The arbitrator shall render his/her decision based on the evidence submitted by the parties. The arbitrator shall not have the power to modify, amend, or delete any of the terms or express provisions of this Agreement. The award of the arbitrator shall be final and binding upon all parties.

The costs of arbitration, including filing and administrative fees, the fees and expenses of the arbitrator and all other expenses relating to the services and proceedings, shall be borne equally by the parties.

11. ATTORNEY FEES:

In the event that any action is filed in relation to this Agreement, the parties agree that neither party shall be responsible for the payment of the other parties' attorney's fees.

12. CONSTRUCTION:

This Agreement shall be construed according to the laws of the State of Connecticut.

13. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the Town and Mr. Livshits with respect to the subject matter specifically referenced herein. No modification or amendment of this Agreement shall be binding unless said modification or amendment specifically references this Agreement and is in writing and signed by the parties hereto.

14. PARAGRAPH HEADINGS:

The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of _____ 2022.

Lauren Garrett
Mayor, Town of Hamden

Witness

Eugene Livshits

Witness