

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
FEBRUARY 1, 2022

Robert J. Bart

2022 JAN 28 PM 4:04

TOWN CLERK
EAST HARTFORD

6:15 P.M. Executive Session
7:00 P.M. Public Hearing

REVISED 1/28/2022

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**This Town Council meeting is accessible through "Microsoft Teams" 929-235-8441
Conference ID: 408 901 898# or click on this link: [Click here to join the meeting](#)**

This meeting can be viewed through Comcast channel 96 and 1090 and Frontier channel 6018
or by clicking on <https://ehct.viebit.com>

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. January 18, 2022 Regular Meeting
 - B. January 25, 2022 Special Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Seagrave Pumper Disposal
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Adoption of Resolution to clarify Mayor Walsh's authority to execute Town agreements.
 - B. Agreement Between Town of East Hartford and the East Hartford Police Officers' Association
 1. Approval of Collective Bargaining Agreement
 2. Contingency Transfer
 - C. Recommendation from Real Estate Acquisition and Disposition Committee: Congress Street
 1. **Sale of Property – 1 Foot Strip**
 2. **Setting of Hearing Date- Discontinuance of Congress Street as a Town Highway**
 - D. Sale of 550-560 Burnside Avenue
 - E. Board and Commission Appointments
 - F. Reallocation of ARPA Funding

- G. Connecticut Department of Education ARPA Grant Application for Youth Services Program
- H. Amusement Permits
 - 1. RiMaConn Relay
 - 2. Eversource Hartford Marathon
- I. Referral to Ordinance Subcommittee- Food Truck Operation
- J. Referral to Real Estate Acquisition and Disposition Committee- 1437-1439 Main Street
- K. Willow Brook Pond Easement Subordination: Council Acting as Committee of the Whole

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

- A. The pending workers' compensation claim of former Town employee, Brian Harvill.
- B. The pending workers' compensation claim of former East Hartford Board of Education employee, Merry Oliver.
- C. The pending Federal Court action known as Gandhi Arias and Dillinger Arias v. Town of East Hartford, Et al., Docket No. 3:20-CV-00895(JCH).

11. OPPORTUNITY FOR RESIDENTS TO SPEAK

- A. Other Elected Officials
- B. Other Residents
- C. Mayor

12. ADJOURNMENT (next meeting:)

Robert J. Best

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
FEBRUARY 1, 2022

2022 JAN 28 AM 11:20

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EAST HARTFORD

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C. Mayor

12. ADJOURNMENT (next meeting:)

EAST HARTFORD TOWN COUNCIL

Robert J. Park

TOWN COUNCIL CHAMBERS

January 18, 2022

2022 JAN 24 PM 1:55

PRESENT Chair Richard F. Kehoe, Majority Leader Sebrina Wilson, Minority Leader John Morrison, Councillors Angela Parkinson, Awet Tsegai, Thomas Rup, Travis Simpson and Harry O. Amadasun, Jr.

TOWN CLERK
EAST HARTFORD

ABSENT Vice Chair Donald Bell, Jr.

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:34 p.m. The Chair stated that this meeting was also available to the public through the "Teams" platform.

The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Sebrina Wilson
seconded by Angie Parkinson
to amend the agenda as follows:

Add, under COMMUNICATIONS and PETITIONS, Item 6. B. entitled "Proposed ARPA Reallocation and Control Processes".
Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Walsh commented on (1) Positive Cases of COVID 19 are at a current rate of 321 per 100k residents, which is 6th worst in the state. Masking in Town Owned Buildings is still required and recommended external businesses. (2) Test Kits have been distributed to various congregant populations where the largest amount of local transmission has been measured. (3) On January 6th, 4,000 test kits were distributed to the public at East Hartford High School via vehicle procession. (4) On Wednesday January 19th at 6pm there will be a Town Hall meeting in Council Chambers that will include a presentation regarding development, operational programs and infrastructure improvements. (5) Stop and Shop at Charter Oak Mall closed on January 6th. While the sale of the property previously appeared imminent, the mayor believes the transaction is merely an additional partner to the existing owner. (6) Bids were opened January 6th for a consultant to assist with the creation of a Silver Lane redevelopment plan. (7) The contract with Hockanum Dial a Ride has been amended to provide additional route options allowing for travel to neighboring towns for grocery stores in light of the closure of the Silver Lane Stop and Shop. (8) The January 5th Ice Storm caused the response of 27 motor vehicle accidents. (9) The process to taking applications for positions of Fire Chief, Finance Director, and Human Resources Director closed December 31, 2021 and are now under review. (11) Three new hires have been made for open town related positions in December. (12) Due

to weather, the Brian Aselton Snow Dash, scheduled for January 6th has been postponed. (13) In 2021, 41,000 people visited Raymond Library. The Mayor recognized Library Director Sarah Morgan's relationship with East Hartford Connects which was recognized by the Boston Federal Reserve.

APPROVAL OF MINUTES

January 4, 2022 Executive Session

MOTION By Sebrina Wilson
seconded by Tom Rup
to **approve** the minutes of the January 4, 2022 Executive Session.
Motion carried 8/0.

January 4, 2022 Regular Meeting

MOTION By Sebrina Wilson
seconded by Harry Amadasun
to **approve** the minutes of the January 4, 2022 Regular Meeting.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Stub Road Between 19 and 31 Margery Drive.

Chair Kehoe shared that at the December 22nd Real Estate Acquisition and Disposition Committee meeting, a motion was approved that the committee recommend **not** to sell the parcel of land between 19 and 31 Margery Drive – known as a stub road. The Stub Road serves as a walkway between Margery Drive to Synergy High School.

Proposed ARPA Reallocation and Control Processes

Chair Kehoe commented that Town Council had approved an initial allocation of federal pandemic relief funds to various town programs and projects. Mayor Walsh then provided proposed changes to reallocate distribution of the funds for the council to review. The Town Council will discuss and take action on the proposed changes at its February 1, 2022 meeting.

OLD BUSINESS

NEW BUSINESS

Collective Bargaining Agreement Between Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO:

John Lawlor, Director of Public Works provided an outline via Teams of an analysis of proposed changes to waste collection services by outsourcing the effort. Sandy Franklin, Interim Human Resources Director then provided an outline via Teams of proposed changes in wages and benefits for Public Works and Park Maintenance employees.

Approval of the Collective Bargaining Agreement

MOTION By Sebrina Wilson
seconded by Tom Rup
to **approve** the collective bargaining agreement as ratified by the bargain unit members on January 13, 2022 between the Town of East Hartford and Local 1174, Council 4, AFSCME, AFL-CIO which agreement is effective through June 30, 2022 and is outlined in and attached to a memo from Mayor Michael Walsh to Town Council Chair Richard Kehoe dated January 13, 2022.
Motion carried 8/0.

Once fully executed, a copy of this contract will follow these minutes.

Contingency Transfer re: Local 1174 Contract Settlement

MOTION By Sebrina Wilson
seconded by Awet Tsegai
to **transfer** funds in the amount of \$71,102 from account #G9600-60201 Contingency Reserve-Contract Negotiations to the following accounts:

#G7300-60110 Highway - Permanent Services	\$26,673
#G7400-60110 Waste – Permanent Services	\$11,998
#G7700-60110 Fleet – Permanent Services	\$ 6,722
#G7800-60110 Building – Permanent Services	\$ 1,572
#G8200-60110 Parks – Permanent Services	\$24,137

which transfers total \$71,102 and will cover the settlement costs associated with the Local 1174 contract retroactive for the fiscal years ending June 30, 2021 and June 30, 2022.
Motion carried 8/0.

Additional LOTCIP funding for the Goodwin Street Reconstruction Project

MOTION By Angie Parkinson
seconded by John Morrison
to **adopt** the following resolution:

WHEREAS the Capitol Region Council of Governments (CRCOG) is inviting municipalities to submit proposals for transportation projects to be funded under the Local Transportation Capital Improvement Program (LOTICIP); and

WHEREAS the Goodwin Street Reconstruction Project is eligible for funding under this program:

NOW THEREFORE LET IT BE RESOLVED that the East Hartford Town Council strongly supports the Goodwin Street Reconstruction Project and that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve

on behalf of this corporation, any and all documents, contracts, and amendments as may be required by CRCOG as they pertain to the above project and the LOTCIP Program.

On call of the vote, motion carried 8/0

Council Appropriation of Bond Funds:
Design Costs for Fire Station #2 Constructions

MOTION By Awet Tsegai
seconded by Angie Parkinson
that the Town Council **approve** the expenditure of appropriated funds that were approved by the voters at the November 2020 election to complete the design work for the replacement of Fire Station 2 for an estimated \$450,000.

Motion Carried 8/0.

Extension for Charter Revision Commission

MOTION By Sebrina Wilson
seconded by
to **amend** the Charter Revision Commission resolution adopted on June 15, 2021 to extend the reporting deadline from January 30, 2022 to April 30, 2022.

Motion Carried 8/0

Brian Aselton Memorial 5K Rescheduled Date (Prev Approved 11/30)

MOTION By Awet Tsegai
seconded by Harry Amadasun
to **approve** that the recent permit for the Brian Aselton Road Race approved on November 30, 2021 is amended to authorize the conduct of the race on January 30, 2022.

Motion Carried 8/0

Refund of Taxes

MOTION By Harry Amadasun
seconded by Angie Parkinson
to **approve** a total refund of taxes in the amount of \$62,716.36 pursuant to Section 12-129 of the Connecticut General Statutes.

Motion carried 8/0

Bill	Name	Prop Loc/Vehicle Info.	Int	Over Paid
2020-03-0050152	ACAR LEASING LTD	2018/3GKALTEV4JL301476	0	-216.66
2020-03-0050357	ADDO KOFI	2008/1N4AL21E78N460892	0	-104.62
2020-03-0054027	BRADBY JAKE L	2003/WBAEU33453PM52934	0	-14.12

2016-01-0001520	BREWER KEVIN	9 CHERRY ST	0	-2,371.79
2019-03-0056296	CCAP AUTO LEASE LTD	2019/1C4RJFBG5KC702575	0	-1,167.30
2020-03-0055910	CCAP AUTO LEASE LTD	2017/2C4RC1EG4HR752523	0	-768.60
2020-03-0055912	CCAP AUTO LEASE LTD	2018/3C4NJDBB0JT162109	0	-508.95
2020-03-0055924	CCAP AUTO LEASE LTD	2018/1C4HJXDN7JW248646	0	-901.54
2020-01-0002661	CHANTHINITH DAWAN	150 JERRY RD	0	-81.71
2020-02-0040434	CORT FURNITURE RENTAL C/O BADEN TAX MGMT LLC	VARIOUS	0	-110.05
2020-03-0058011	CRUZ JOSE M	2013/1HGCR2F51DA030546	-9.02	-400.96
2020-03-0058114	CUADROS JEROMI	2015/2HGFG3B08FH506055	0	-430.66
2020-03-0059578	DICKIE HOWARD B	1985/WDBAB53A0FA227772	0	-3.60
2020-03-0059579	DICKIE HOWARD B	2009/WDBUF87X49B426940	0	-55.66
2019-03-0060417	DOUGENIK JAMES D	2009/JS2YC414796202448	0	-122.82
2020-03-0060777	EASON LUCY W	2011/5FNRL5H46BB054541	0	-283.50
2020-03-0060775	EASON LUCY W	200/5NPEU46C68H367843	0	-126.00
2020-03-0060826	EATHORNE BRIAN	2004/5GZCZ53494S859689	0	-7.24
2020-03-0061822	FINANCIAL SER VEH TRUST	2018/5UXTR9C58JLD68930	0	-685.53
2019-03-0063754	GARCIA VILMARIE	2017/KM8SMDHF4HU176675	0	-324.90
2019-03-0063755	GARCIA VILMARIE	2008/4T1BK46K08U565819	0	-194.40
2020-02-0040705	GERASIMO SERGEI	1268 MAIN ST	0	-8.09
2020-03-0064514	GROLL JOSEPH E	2016/1G1BE5SM4G7240816	0	-13.63
2020-03-0053422	BIALLAS GRACINDA	1978/RN28156848	0	-152.55
2020-03-0066221	HONDA LEASE TRUST	2019/2HKRW2H53KH657091	0	-214.64
2020-02-0040817	HOWMEDICA OSTEONICS	255 PITKIN ST	0	-44,482.22
2020-03-0067151	JAHN SIOBHAN C	2008/1YVHP84C485M00962	0	-97.59
2020-03-0088148	JOHNSON OLIVIA I	2014/5NPEB4ACXEH894311	-3.06	-34.20
2020-01-0007133	JOHNSTON JAMES J & SUSAN O	26 SPARROWBUSH RD	0	-33.34
2020-03-0074185	KESLER THERESA	2011/JHMZE2H38BS004144	0	-13.95
2019-03-0074116	MILLER ANDRE D	2002/WAULT64B52N102092	0	-42.52
2020-01-0009965	NARAINA JOSEPH D & PITRI V	19-21 BIDWELL AVE	0	-2,793.17
2019-02-0041761	NGUYEN THANH HUYEN	205 BURNSIDE AVE	0	-363.42
2018-04-0086125	NISSAN INFINITI LT	2017/JN1EV7AR0HM838372	0	-346.23
2019-03-0075875	NISSAN INFINITI LT	2017/1N4AA6AP6HC379098	0	-534.38
2020-03-0074733	NISSAN INFINITI LT	2017/JN1EV7AR0HM839456	0	-772.66
2019-01-0010886	ORTIZ JUAN JR & TERESA	250 GOODWIN ST	0	-99.84
2020-01-0011862	REKOSIEWICZ NORBERT	552 HILLS ST	0	-2,536.84

2020-03-0081705	SEELEY LYNN A	2004/453BH686547637444	0	-145.80
2020-03-0069120	TAWAKALITU AHMED	2004/JTDBE32KX40278940	0	-117.00
2019-03-0087223	USB LEASING LT	2016/2C3CDXJG7GH211616	0	-169.52
2019-03-0087224	USB LEASING LT	2016/3C6RR7LT0GG388579	0	-284.86
2020-03-0085309	USB LEASING LT	2016/2C3CDZAG4GH345267	0	-559.57
2020-03-0086952	WHITE CLAYTON A JR & WHITE CAROL	1968/452398Y131837	0	-7.65
SUBTOTAL			(12.08)	(62,704.28)
TOTAL				\$ (62,716.36)

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Harry Amadasun acknowledged the Town Hall session scheduled for January 19 in Town Council Chambers at 6 p.m.

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

No Action Taken

OPPORTUNITY FOR RESIDENTS TO SPEAK

None

ADJOURNMENT

MOTION By John Morrison
seconded by Sebrina Wilson
to adjourn (9:25 p.m.).
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be February 1, 2022.

Attest



Jason Marshall
TOWN COUNCIL CLERK

Robert J. Park

TOWN COUNCIL CHAMBERS/MICROSOFT "TEAMS"
2022 JAN 27 AM 9:05

January 25, 2022

Applegate Lane/Brookside Lane
TOWN CLERK
EAST HARTFORD

PRESENT Chair Richard F. Kehoe, Vice Chair Donald Bell, Jr. (arrived 7:07
IN CHAMBERS p.m.), Majority Leader Sebrina Wilson (via Teams), Minority Leader
John Morrison, Councillors Angela Parkinson, Awet Tsegai and Travis
Simpson

ABSENT Councillor Thomas Rup

ALSO Michael Walsh, Mayor
PRESENT Scott Sansom, Chief of Police
Via Teams Richard Gentile, Assistant Corporation Counsel
Mack Hawkins, Assistant Police Chief

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:02 p.m. He stated that this is a hybrid meeting – individuals meeting in person or virtually – which gives the public flexibility for attendance purposes. The Chair announced the exit locations in accordance with C.G.S. §29-381, after which the Council joined him in the pledge of allegiance.

The Chair reviewed the items on the agenda for tonight's special meeting. The Chair and Rich Gentile, Asst. Corporation Counsel then provided details on the locations and historical background of both Applegate Lane and Brookside Lane.

APPLEGATE LANE LAND PARCEL

MOTION By Angie Parkinson
Seconded By Don Bell

That the Town Council: (i) waive the requirements of Town Ordinances section 10-18(b) with respect to obtaining an appraisal and a Phase 1 Environmental Report on the property shown as "Private Right of Way to be acquired by the Town of East Hartford Area =1.40 +/- Acres (61,139 +/- S.F.)" on a map to be filed in the East Hartford Town Clerk's office entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021, comprising a portion of the property known as Applegate Lane ("Property"), such waivers being in the best interests of the Town, given the fact that the purchase price does not warrant the cost of an appraisal, and the Town has sufficient environmental background information on the Property given its recent acquisition of abutting property; and (ii) approve the acquisition of the Property from the Estate of Abraham Gosman and/or his heirs, assigns or trustees, for the sum of \$20,000.

Motion Carried 8/0

MOTION By Angie Parkinson
Seconded By Travis Simpson

The Town Council: (i) waive the requirements of Town Ordinances section 10-18(b) with respect to obtaining an appraisal and a Phase 1 Environmental Report on the properties shown as "Private Right of Way to be acquired by the Town of East Hartford Area = 0.24 +/- Acres (13,353 +/- S.F.)" and "land to be acquired by the Town of East Hartford Area = .031 +/- Acres (10,289 +/- S.F.)" on a map to be filed in the East Hartford Town Clerk's Office entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021, comprising a portion of the property known as Applegate Lane and land abutting Applegate Lane (collectively the "Property"), such waivers being in the best interests of the Town, given the fact that there is no cash consideration, and the Town has sufficient environmental background information on the Property given its recent acquisition of abutting property; and (ii) approve the acquisition of the Property from Ansonia Acquisitions I, LLC.

Motion Carried 8/0

MOTION By Angie Parkinson
Seconded By Harry Amadasun, Jr.

Pursuant to Connecticut General Statutes Sec. 13a-48 accept the property shown as "Private Right of Way to be acquired by the Town of East Hartford Area = 1.40 +/- Acres (61,139 +/- S.F.)" on a map to be filed in the East Hartford Town Clerk's office entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021, and the property shown as "Private Right of Way to be acquired by the Town of East Hartford Area = 0.24 +/- Acres (13,353 +/- S.F.)" on a map to be filed in the East Hartford Town Clerk's Office entitled "Perimeter Survey Prepared for the Town of East Hartford Applegate Lane East Hartford Connecticut" dated 11/23/2021, as a public highway within the Town of East Hartford, upon receipt and recording of deeds for such property.

Motion Carried 8/0

BROOKSIDE LANE LAND PARCEL

MOTION By Angie Parkinson
Seconded By Awet Tsegai

That the Town Council: (i) waive the requirements of Town Ordinances Section 10-18(b) with respect to obtaining an appraisal and a Phase I Environmental Report of the property shown as "PRESENT BROOKSIDE LANE" on a map to be filed in the East Hartford Town Clerk's Office, entitled: "TOWN OF EAST HARTFORD MAP SHOWING LAND RELEASED TO TOWN OF EAST HARTFORD BY THE STATE OF

CONNECTICUT DEPARTMENT OF TRANSPORTATION INTERSTATE
84 VICINITY ROBERTS STREET (S.R. 518) Scale 1"=40' MARCH 2021
SCOTT A. HILL, P.E. CHIEF ENGINEER- BUREAU OF ENGINEERING
AND CONSTRUCTION", TOWN NO. 42, PROJECT No. 42-216, SERIAL
NO. 9C, SHEET 1 of 1. Last revised 7/15/21, (the "Property") such
waivers being in the best interests of the Town, given the fact that there is
no cost, other than an administrative fee, associated with acquisition of
the property, and the Town has a Phase I Environmental Report on
abutting property and assurances from the State of Connecticut
Department of Energy and Environmental Protection that no Transfer Act
filing is required with respect to the conveyance of the Property;
(ii) approve the acquisition of the Property from the State of Connecticut,
Department of Transportation, for the administrative fee of \$1,000; and
(iii) pursuant to Connecticut General Statutes Sec. 13a-48 accept the
Property, known as Brookside Lane, as a public highway within the Town
of East Hartford, upon receipt and recording of a deed for the Property.

Motion Carried 8/0

ADJOURNMENT

MOTION By John Morrison
seconded by Don Bell
to **adjourn** (7:32 p.m.)
Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be February 1, 2022.


Attest



Jason Marshall
Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24th, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor 
RE: Ordinance 10-3(c) Disposition of Town-Owned Property Other than Real Estate

Pursuant to Section 10-3 (c), this memo serves as a notification of intent by the Mayor to dispose of the following Town-Owned property, certified by the Finance Director to be unsuitable for Town use.

- 2004 Seagrave Pumper, Model #TB40CM, Vin #1F9E128T44CST2105 (**ENGINE 2**)

The above property has been offered to all Departments via email, in accordance with Ordinance 10-3(c). There is no use for this property within other departments.

Please place this item on the Town Council agenda as a communication for the February 1st, 2022 meeting.

C: K. Munson, Interim Fire Chief
M. Lupkis, Interim Finance Director
C. Martin, Chief of Staff

Sec. 10-3 (c):

(c) Notwithstanding the provisions of subsection (a) of this section, the Mayor may authorize the disposal of any furniture or equipment that is determined by the Finance Director to be unsuitable for town use and of any computer equipment that is determined by the Information Technology Manager to be unsuitable for town use because of obsolescence or damage, provided no Director has indicated an interest in the property within fourteen days of notice of intent to dispose by the Mayor, and provided further, that if such furniture or equipment has some use other than for town use, such furniture or equipment shall be disposed by auction or other means of sale. The Mayor shall notify in writing the Town Council of any disposal or auction of property pursuant to this section prior to such disposal or auction.

2004

Seagrave Pumper

Model # TB40CM

Vin # 1F9E128T44CST2105

Seagrave Stock # 78C05

Fuel # 5020

Plate # 302EH

GVWR = 44,000lb

Front Axle = 20,000lb

Rear Axle = 24,000lb

Front Tire = 385/65 R 22.5

Rear Tire = 11 R 22.5

Engine Manufacturer = Cummins

Model = ISM

Horsepower = 370hp

Serial # 35070378

Transmission = Allison

Model = 4000EV

Pump = Waterous 1250GPM

Model = CS

Serial # 118023

Pump Transmission = YEX

Serial # 118023

Water Tank 500 Gal.

Serial #D4UPFW0825040540C020

Alternator Output = 320 amps

Batteries = 4

Model = W1150D 700 CCA

Paint # White = 01327 Red = 909028



ENGINE

NORTH END

EAST HARTFORD



HAZ
FIRE DEPT

ENGINE
7

Scorpion

Plyometrics



EAST HARTFORD

ENGINE

KEEP BACK 500 FEET



HARVEY
FIRE DEPT.

ENGINE
2

Swagway



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 19th, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: Resolutions and Motions

Due to the change in administration, there were several outstanding resolutions and motions authorizing former Mayor Marcia Leclerc to enter into executive documents that were not ready for execution prior to the end of her term.

Accordingly, I request that the Town Council clarify Mayor Walsh's authority under these previously adopted motions and resolutions.

Please place this item on the Town Council agenda for the February 1st, 2022 meeting. I recommend that the Town Council approve the resolution as submitted.

C: R. Gentile, Corporate Counsel

OFFICE OF CORPORATION COUNSEL

Date : January 20, 2022
To : Richard Kehoe
From : Richard Gentile
Re : Council Resolutions and Motions

It has come to our attention that there are outstanding resolutions and motions authorizing former Mayor Leclerc to enter into and execute agreements, grant applications, and documents on behalf of the Town. Some of these documents were not ready for execution prior to the end of her term of office. Accordingly, I request that the Town Council clarify Mayor Walsh's authority under these previously adopted motions and resolutions. Adopting the below resolution will accomplish this.

WHEREAS, pursuant to the Town Charter the Town Council periodically authorizes the Mayor to execute and enter into agreements, grant applications and other documents on behalf of the Town; and

WHEREAS, such authorizations frequently name the Mayor in office at the time of the authorization; and

WHEREAS, there are outstanding motions and resolutions authorizing Mayor Marcia A. Leclerc to execute and enter into specific agreements, grant applications and documents ("Documents") on behalf of the Town ("Outstanding Authorizations"); and

WHEREAS, some of these Documents were not ready for execution prior to the end of Mayor Leclerc's term of office; and


WHEREAS, the Council wants to clarify that the Outstanding Authorizations were intended to apply to the Office of the Mayor, and the individual holding that office, at the time of the execution of the Documents.

NOW THEREFORE, BE IT RESOLVED:

That the Town Council affirms that the Outstanding Authorizations authorize Mayor Michael P. Walsh to execute the Documents.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 28, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: East Hartford Police Contract

Please see the enclosed redline East Hartford Police Contract for your review and approval.

Additionally, please see the attached memo from the Director of Finance, Linda Trzetzkiak regarding the financial analysis related to the contract.

Please place this item on the Town Council agenda for the February 1, 2022 meeting.

C: L. Trzetzkiak, Director of Finance
S. Franklin, Interim HR Director



MEMORANDUM

DATE: January 27, 2022

TO: Michael P. Walsh, Mayor

FROM: Linda Trzetzziak, Director of Finance

TELEPHONE: (860) 291-7246

RE: Police Contract Settlement and Contingency Transfer

By way of this memo, attached please find the financial analysis related to the Police contract settlement.

To cover the costs related to the settlement, \$226,108 will need to be transferred into various accounts by way of a Contingency Transfer.

If approved, this funding will satisfy the contact settlement through June 30, 2022.

Please contact me if you have any questions or problems on any of the aforementioned information.

The Town of East Hartford
 Analysis of the Police Contract
 Prepared as of January 27, 2022

Actual 4 years	Wages 2% per year	Prem. Share HDHP 14% - no change
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Employees Covered 122

	Base @6/30/21	Precon. GWI %	Year 1		Year 2		Year 3		Year 4		
			6/30/21 Base Total	@7/21 2.00%	6/30/22 Base Total	@7/22 2.00%	6/30/23 Base Total	@7/23 2.00%	6/30/23 Base Total	@7/23 2.00%	6/30/24 Base Total
Reg. Wages	9,327,423	-	9,327,423	186,548	9,513,971	190,279	9,704,251	194,085	9,898,336	197,967	10,096,303
OT Wages	1,978,000	-	1,978,000	39,560	2,017,560	40,351	2,057,911	41,158	2,099,069	41,981	2,141,051
Total	11,305,423	-	11,305,423	226,108	11,531,531	230,631	11,762,162	235,243	11,997,405	239,948	12,237,353

Pre Year	Wage Inc. Per Year	Wage Inc. Total	Total Per Year	Total Per Contract	Net Prem. Share Inc.	Ann. Net Increase	Net Increase	% Inc. Ann.
2	230,631	456,739	230,631	456,739	-	230,631	456,739	2.00%
3	235,243	691,982	235,243	691,982	-	235,243	691,982	2.00%
4	239,948	931,930	239,948	931,930	-	239,948	931,930	2.00%
Total		<u>2,306,760</u>	931,930	2,306,760	-	931,930	2,306,760	8.00%

Commentary - Items that have a financial impact but not of a material nature

Annualized 2.00%

Additional Hero Pay = ARPA Funded
 Year 1 - Cash Payment 122,000 (not in base)

The Town of East Hartford
 For the Fiscal Year Ending June 30, 2022
 Contingency Transfer

FROM

<u>Account Number</u>	<u>Name</u>	<u>Amount</u>
G9600-60201	Contingency Reserve-Contract Negotiations	\$ <u>226,108</u>

TO

<u>Account Number</u>	<u>Name</u>	<u>Amount</u>
G5203-60110	Permanant Services – Police	\$ 186,548
G5203-60141	Overtime - Police	39,560
	TOTAL	<u>\$ 226,108</u>

The funds being transferred are certified as available and unobligated.

Linda Trzetzniak, Director of Finance

Michael P. Walsh, Mayor

Jason Marshall, Town Council Clerk
 Dated this 1st day of February, 2022

AGREEMENT BETWEEN

THE TOWN OF EAST HARTFORD

&

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

~~JULY 1, 2017 – JUNE 30, 2020~~

JULY 1, 2021 – JUNE 30, 2025

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AGREEMENT

Between

THE TOWN OF EAST HARTFORD

and

THE EAST HARTFORD POLICE OFFICERS' ASSOCIATION

PREAMBLE

The following contract by and between respectively, the Town of East Hartford, Connecticut hereinafter referred to as the "Town" and the Town of East Hartford Police Officers' Association hereinafter referred to as the "Union," is designated to maintain and promote a harmonious relationship between the Town of East Hartford and such of its employees who are within the provisions of this contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I Recognition

SECTION 1

The Town recognizes the Union as the sole and exclusive bargaining agent for the full-time permanent investigatory and uniformed members of the Police Department with the authority to exercise police powers exclusive of the Chief, Deputy Chief and the Division Deputy Chiefs.

SECTION 2

The word "employee" as used in this Agreement shall mean all members of the East Hartford Police Department who are included in the bargaining unit represented by the Union.

ARTICLE II Duration

This contract shall be effective as of the first day of July 2017 2021 and shall extend through June 30, 2020 2025. All provisions, terms of employment, and fringe benefits shall become effective upon signing with the only exceptions being provisions, terms of employment, or fringe benefits specifically identified as retroactive. Either party wishing to terminate, amend or modify such contract must so notify the other party, in writing, no more than one hundred eighty (180) days and no less than one hundred twenty (120) days prior to such expiration date. Within five (5) days of the receipt of such notification by either party, a conference shall be held between the Town and the Union Negotiating Committee for the purpose of such amendments, modifications or terminations.

ARTICLE III
Union Membership and Dues Deductions

SECTION 1

~~As a condition of employment, each employee who is a member of the Union on the effective date of this Agreement shall remain a member in good standing for the duration of this Agreement or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect. Each employee who is not a member of the Union on the effective date of this Agreement shall be required to become a member in good standing or shall be assessed a "Union Service Fee." Each new employee, as a condition of employment, shall become a member of the Union in good standing after thirty (30) days of employment or shall be assessed a "Union Service Fee." Said "Union Service Fee" shall not exceed the "Union Dues Assessment" currently in effect.~~

Each employee who is a member of the Union on the effective date of this agreement and who has a written authorization on file shall remain a member and the Town shall continue to deduct Union dues, per current practice, unless said member opts out of Union membership as hereinafter provided. The Town shall provide notice to the Union President of any new hire and said President, or designee, shall have an opportunity to meet with the member to discuss Union membership. New employees who authorize same in writing shall have Union dues deducted from pay by the Town, per current practice, unless and until he/she opts out as hereinafter provided. The Town will deduct the Union dues from each member in the amount provided by written notice from the President to the Finance Department. Any Union member may opt out of Union membership, and Union dues shall no longer be deducted, thirty (30) days from receipt of written notice from the member to the Human Resources Department and Union President, by certified mail.

SECTION 2

The Town agrees to deduct weekly Union dues ~~or Union Service Fee~~ in whatever sum is established by the Union as the regular monthly dues uniformly required as a condition of retaining membership therein upon the receipt of an assignment. The sum that represents such weekly Union dues ~~or Union Service Fee deduction~~ shall be certified to the Town as constituting such by the duly authorized financial officer of the Union. If the sum once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days' written notice of such change has been received by the Town from the duly authorized financial officer of the Union. The form of the assignment for giving effect to this Article is attached hereto as Appendix A and made part of this Agreement.

SECTION 3

Deductions provided for in Section 2 shall be remitted to the duly authorized financial officer of the Union not later than one (1) week following the end of each month in which the deduction is made. The Town will simultaneously furnish the duly authorized financial officer of the Union, each month, a statement of deductions of the employees from whose earnings deductions have been made.

SECTION 4

The Union agrees to indemnify and save the Town harmless against any and all claims, demands, suits or proceedings arising out of or by reason of, any action taken or not taken by the Town in reliance upon the check-off and union security provisions of this Agreement or on the correctness of any dues or ~~service fee deduction~~ authorization furnished by the Union to the Town. The Town shall call upon the Union to defend any suits or proceedings arising out of the foregoing indemnity, and the Union shall promptly defend such suits or proceedings, without cost to the Town, and in the event the Union fails to defend such suits or proceedings, the Town shall undertake such defense and all costs thereof shall be charged to the Union.

ARTICLE IV
Hours of Work

SECTION 1

The regular work week for all employees in the bargaining unit shall average thirty-eight (38) hours per week and the work schedule for all members of the bargaining unit except as stated in Article IV, Section 6, shall be, over an eight (8) week cycle, as follows:

- a) Patrol Division Sergeants and Officers, Quality of Life Unit Officers, and Traffic Unit Officers:

Four (4) consecutive days on -- three (3) consecutive days off, except during rotation periods of assigned days off.

- b) Patrol Division Lieutenants, Quality of Life Unit Supervisors, and Traffic Unit Supervisors:

Four (4) days on -- three (3) consecutive days off; although the employee may vary the days with the prior consent of the Department. By mutual agreement, the days of work need not be consecutive.

SECTION 2

- a) Patrol Division

1. The length of each shift shall be 9.5 hours.
2. The work hours of the Patrol Division shall be:

"A" Shift

22:30 - 08:00 hours

"B" Shift

06:30 - 16:00 hours

"C" Shift

15:00 - 00:30

3. These hours may vary by thirty (30) minutes.
4. The Chief of Police shall have the right to change these hours whenever there is a definite and demonstrated need for such change.
5. The bidding of shift assignment shall be conducted in accordance with Appendix G of this Agreement.

- b) Quality of Life Unit and Traffic Unit

1. The length of each shift shall be 9.5 hours.
2. The shift hours and days of work for personnel assigned to the Quality of Life Unit and the Traffic Unit shall be as established by the Department, consistent with their assigned duties and responsibilities.

SECTION 3

A workweek shall consist of seven (7) consecutive calendar days. The workweek shall commence with the start of the Sunday "A" shift and end one week later upon the completion of the Saturday "C" shift.

SECTION 4

The work schedule shall provide that car and foot patrols be equitably distributed among all Police Officers in accordance with the duty roster, with the exception of probationary employees.

SECTION 5

Each employee shall be granted a thirty (30) minute lunch period as near as practicable to normal eating hours.

SECTION 6

Nothing in this Article shall prevent the right of the Chief of Police to designate a work schedule different than that stated elsewhere in this Article for positions other than the Patrol Division, Quality of Life Unit, and the Traffic Unit.

It is understood, however, that the average workweek as scheduled shall not exceed that reflected in the applicable schedule of this Agreement.

SECTION 7

Fall-in time shall be at the starting time of the employee's assigned shift.

With the exception of the need to extend a tour of duty to permit a member to properly conclude an investigation, arrangements shall be made that will permit members to report off-duty not later than the terminal hour of their particular shift.

SECTION 8

Whenever any employee is temporarily required by the Department to work in a higher classification than his/her regular classification (i.e., Acting Lieutenant or Acting Sergeant) for more than fourteen (14) calendar days, he/she shall receive the lowest step in the higher classification that will produce an increase for each day of such service retroactive to the first day.

SECTION 9

- a) During any week in which personnel assigned to the Patrol Division, Quality of Life Unit, or Traffic Unit are assigned at least five (5) days of training, the work schedule for the week will be five (5) days on – two (2) days off.
- b) Time spent in in-service training or instruction shall be considered compensable hours worked for the purpose of computing overtime as required by the Fair Labor Standards Act. An

employee who is required to attend in-service training or instruction that results in his/her working hours in addition to those in the regular workweek shall be paid time and one-half for such additional hours.

- c) Employees shall not be required to attend in-service training or instruction while on vacation; however, employees shall have the option, when requested, to attend in-service training while on vacation and shall be paid in accordance with (b) above.
- d) The Chief or his designee shall have the right to schedule training time different from the employee's regularly scheduled hours and days of work. The employee shall be compensated for the time spent in training in accordance with (b) above.
- e) The Chief of Police may adjust the schedule of individual employees for training, and employees shall receive reasonable notice if training results in a change of schedule. However, the adjustment shall be limited to a maximum of eighty (80) hours per fiscal year, but this limitation shall not apply to the CREST and Canine Units as currently constituted. The parties agree to negotiate the training requirements of any new Specialized Units. Any final ruling by the SBLR or appellate decision of that ruling concerning CREST shall supercede this provision.

SECTION 10

"On-call status" shall mean an employee must remain fit for duty and available for re-call by the Department. The Department may place in "on-call status" on a rotating, equal distribution basis, one supervisor, two investigators, one person assigned to juvenile and one ESU person in the Investigative Services Bureau. Such employees may remain "on-call" for up to seven (7) consecutive days, to be followed by at least seven (7) consecutive days without being "on-call." Employees shall be compensated three (3) hours compensatory time for each week (or any portion thereof) in "on-call status."

ARTICLE V **Overtime**

SECTION 1

All overtime shall be paid at time and one-half rate, except that overtime shall be paid at the double time rate when it is performed on a contractual holiday other than the employee's birthday. Overtime shall be paid for all hours in excess of the employee's assigned tour of duty. Overtime shall be paid at double time rate when it is performed on the following holidays:

New Year's Day (January 1)	Veterans Day
Martin Luther King Day	Thanksgiving Day
Lincoln's Birthday	Christmas Day (December 25)
Washington's Birthday	
Good Friday	
Memorial Day	
Independence Day (July 4)	
Labor Day	
Columbus Day (October 12)	

- a) Overtime shall be paid for each quarter hour or major portion thereof in excess of the employee's assigned tour of duty. If an employee's tour of duty is extended by one-quarter hour or major portion thereof, overtime shall be computed from the final hour of the regular tour of duty and figured to the nearest quarter hour.
- b) For the purpose of computing overtime, the regular hourly rate shall be determined by dividing the employee's annual salary by the total number of hours in a full work year.

SECTION 2

- a) Employees who work on their day(s) off, required or voluntary, shall be paid at a minimum of five (5) hours at the time and one-half rate or actual time worked, whichever is greater, except as otherwise provided in this Agreement. For the purpose of this Section, a day off shall be an entire twenty-four (24) hour period during which the employee is not assigned for a tour of duty. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of five (5) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a two (2) hour minimum.
- b) This provision shall not apply to, or include, Shift "A" personnel reporting for duty on the night subsequent to their scheduled days off, nor shall it apply to personnel on the "C" shifts who may be required to work beyond their respective terminal hour and into their regular day off when such overtime is necessary for the completion of an investigation that originated prior to midnight and was unanticipated by the Department.

SECTION 3

Employees who may be required to return to duty to perform overtime duties on a regularly scheduled day shall be paid not less than four (4) hours at time and one-half rate. For the purpose of this provision, a regularly scheduled day shall be an entire twenty-four (24) hour period, commencing at midnight, during which the employee is assigned for a regular tour of duty. This provision shall include personnel on the "A" shift. Employees who are called in early for their assigned shift shall be paid for the time actually worked in excess of their assigned number of hours. Notwithstanding the foregoing, if, at the employee's request, he/she is released prior to the completion of four (4) hours, he/she shall be paid at the time and one-half rate for actual time worked, subject to a minimum of two (2) hours of compensation.

SECTION 4

Overtime pay shall not be subject to the minimum hour provisions when such overtime results from extending a tour of duty on any shift to properly complete an investigation or work assignment.

SECTION 5

Exceptions: The above shall not apply in the assignment of work to outside firm(s) whether paid by the Town or the outside firm(s).

SECTION 6

All overtime assignments in a uniformed position, with the exception of overtime that results from extending a tour of duty to properly complete an assignment, shall be assigned among regular and probationary employees as equally as possible and on a voluntary basis. Provided, however, that when such overtime assignments are refused by all off-duty members, the Chief shall have the right to order members to fill such assignments. All uniformed non-patrol overtime shall be distributed under a single "Uniform Overtime Book" except units requiring specialized skill or training including the overtime necessary for such persons to continue an investigation.

- a) Whenever a scheduled staffing level in the Patrol Division falls below the minimum staffing level, replacement personnel shall be hired. Said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. In the Patrol Division, whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.
- b) Detectives shall not be assigned to uniform patrol, but may work extra duty assignments or special events, **and patrol overtime if said patrol overtime is refused by all members in a uniformed position and on a voluntary basis.** There is no minimum manning for Detectives on any given shift or day. Detectives shall continue to be eligible for overtime in the Detective Division as stated in Section 9.
- c) The Department shall record the name of members who are required to perform ordered overtime duties, for the purpose of distributing such ordered overtime assignments on an equal basis amongst all members of the Department.
- d) Whenever an overtime assignment occurs due to the absence of a regular employee, and the department elects to fill that vacancy by overtime hiring, that vacancy shall be filled on a voluntary basis by the next available employee, by rotation.

When conditions require the prompt and urgent mobilization of employees to respond to emergencies (including, but not limited to fires, floods, natural disasters, strikes and demonstrations), the Chief shall have the right to order a partial or full mobilization of the Department without regard to overtime rotation schemes or methods.

When addressing exigent circumstances, the Town may first mobilize as many persons as it deems appropriate from the Detective Division before offering overtime in the Patrol Division.

SECTION 7

Overtime as defined throughout other Sections in this Article shall apply when employees are required to work on their day off during an emergency declared by the Mayor. Whenever such state of emergency has been declared by the Mayor, the employees shall be paid at time and one-half rate of pay.

SECTION 8

In cases of absence of lieutenants, sergeants and police officers, and when the Department elects to fill the positions of such absentees, said vacancies shall be filled, when possible, by an employee of the same rank as the absentee. If an employee of the same rank cannot be contacted or is not available for replacement duty, the replacement will be offered to members of the next lowest rank in assigning overtime hours.

SECTION 9

- a) In cases of absence in the Detective Division, and when the Department elects to fill the position of any absentee, said vacancy shall be filled, when possible, by an employee regularly assigned to the Detective Division.
- b) Bargaining unit members who are assigned to the Detective Division may be required to work in uniform, either on overtime or during their regular assigned shifts when, in the opinion of the Chief or his designee, there is a demonstrated need. This subparagraph shall not be utilized for the purpose of avoiding overtime in the patrol division.

SECTION 10

Payments for overtime shall be included in a paycheck for the week in which the overtime occurs.

SECTION 11

If the Town is unable to fill any of the positions constituting "Rentschler Field work" with volunteers, the Town shall proceed as follows:

The Town will order persons in off the "Uniform Overtime Book" to fill those positions using the following method: (i) each time a person is ordered-in, The Town will place a check mark in the book by that person's name; (ii) the Town will order-in individuals beginning with the person who has the least number of check marks by his or her name (i.e., the person who has been previously ordered-in the fewest number of times).

If time does not permit filling the "Rentschler Field work" based on the foregoing order-in method, the Town may staff the Rentschler Field event from the Patrol Division provided any minimum staffing requirement and other vacancies the department determines it needs to fill shall be filled on overtime from the Patrol Overtime book pursuant to current department practice.

SECTION 12

In regard to filling overtime positions, "rank integrity" shall be honored.

ARTICLE VI
Court Time

SECTION 1

An employee who may be required to attend Liquor Control Commission, Motor Vehicle Department hearings, Superior Court or Juvenile Court hearings or administrative hearings to testify in his/her capacity as police officer when required or requested by the Town shall be paid at straight time when such attendance is during their regular work hours and at the overtime rate for a minimum of five and one-half (5½) hours when such attendance is during off-duty hours (hours in addition to their regular work hours). However, the Town shall only be required to pay the difference between the hours paid by the State and total amount of hours due the employee.

SECTION 2

Employees who may be required by the Town to attend the above-mentioned courts or hearings, or who may be required by the Town to meet with court officials for any purpose on their regular days off or while on vacation or authorized leave, shall be paid a minimum of five and one-half (5½) hours at time and one-half their regular rate of pay. Employees who may be required by the Town to attend the above-mentioned courts, commission, department or administrative hearings over five and one-half (5½) hours will be paid at the overtime rate of pay (1½) times their hourly rate of pay for each hour or any portion of an hour beyond five and one-half (5½) hours. However, the Town shall only be required to pay the difference between the hours paid for by the State and the total amount of hours due the employee.

ARTICLE VII
Jury Duty

SECTION 1

In accordance with C.G.S. § 51-247(b)(1)(A), the Town shall pay regular wages to any full time employed member of the Union who is required to perform jury duty by the State for the first five (5) days, or part thereof, of his/her juror service if such Union member would have worked for and earned wages from the Town on any of such five (5) days and such Union member was prevented from working for and earning such wages by his/her jury duty.

SECTION 2

In accordance with C.G.S. § 51-247(b)(1)(B), the Town shall pay regular wages to any full-time employed member of the Union who is required to perform jury duty for the State for the first five (5) days if on any of such five (5) days such Union member is scheduled to work a shift which falls fifty percent (50%) or more on a day that such member is required to perform jury duty.

SECTION 3

The Town shall allow Union members time off with pay for jury duty in accordance with the Connecticut General Statutes as they may be amended from time to time.

SECTION 4

Union members are not entitled to and shall not receive from the Town greater benefits for performing jury duty than those accorded to the general population by the Connecticut General Statutes.

ARTICLE VIII **Personnel Communication Device Policy**

SECTION 1

All members of the collective bargaining unit will be issued a personnel communication device as soon as practical following the execution of this Agreement.

SECTION 2

All members of the collective bargaining unit will wear the personnel communication device on their person while on duty.

SECTION 3

Effective upon receipt of said personnel communication device, members of the collective bargaining unit will make reasonable efforts to respond to personnel communication device or messages signifying the need for a response, as follows:

- a) Members assigned to specialized units shall respond promptly to an immediate need of the specialized skill required of his or her unit.
- b) Members of the collective bargaining unit who are not part of a specialized unit will respond promptly in the event of an emergency (as defined in Article V, Section 6(d), second paragraph).
- c) Off duty members of the collective bargaining unit responding to a personnel communication device shall be compensated for a minimum of one-half ($\frac{1}{2}$) hour or actual time, whichever is greater, if the member's return call takes more than ten (10) minutes. This provision shall not apply to calls related to the assignment of private jobs or overtime.
- d) Members of the collective bargaining unit need not respond to calls for private job hiring and will not be charged with a refusal to so respond; however, an attempt to hire for overtime for which there is no response will be recorded as unable to contact.

SECTION 4

Members of a specialized unit are required to carry the personnel communication device on their person at all times.

SECTION 5

It is the intent of the Department that all members carry the personnel communication device at all times, but non-specialized unit members are not required to carry the personnel communication device on their person while off duty.

SECTION 6

Nothing in this policy is intended to effect or change the policy and/or procedure for callbacks.

SECTION 7

Personnel communication devices may be used by employees for personal matters.

ARTICLE IX

Work Assignments - Extra Duty

SECTION 1

The Term "Extra Police Duty" or "Extra Police Work" for the purpose of this Article shall mean Police duty for which an employee is paid by some party other than the Police Department. Payment for Police Duty will be paid to the Town, thereafter the employee shall receive full payment for actual hours at the rate agreed upon for extra duty.

SECTION 2

All extra duty assignments shall be made by the Chief of Police or his designated representatives.

SECTION 3

The rate of pay for such extra duties shall be in accordance with the following minimums and hourly rates:

Up to Five (5) Hours: Five (5) hours at time and one-half the first step hourly rate for Sergeant.

Over Five (5) Hours to Eight (8) Hours: Eight (8) hours at time and one-half the first step hourly rate for Sergeant.

Over Eight (8) Hours: Two (2) times the first step hourly rate for Sergeants for actual hours, to the nearest half-hour.

For all extra duty work on Sunday or contractual holidays, the rate of pay shall be two (2) times the first step hourly rate of Sergeant, with the same minimums as hereinbefore mentioned. Extra duty pay rates shall be increased on the first day of the month following ratification and signing of this contract, to be in accordance with the pay rates expressed in Appendix C.

SECTION 4

An employee who desires assignment to extra duty shall so notify, in writing, the designated responsible officer.

SECTION 5

Employees who indicate their availability for extra duty shall be offered assignment in rotation. Refusal of such an assignment shall have the same effect on rotation as accepting an assignment. Excepting, however, members who are unable to accept an assignment by reason of being on duty during the hours of the assignment or who are off duty because of sick leave shall retain their priority.

SECTION 6

No employee shall hold an extra duty assignment for more than four (4) days.

SECTION 7

Extra duty jobs shall be distributed to regular full-time employees of the bargaining unit and they shall have first preference for all such extra duty jobs, and only if no member of the Bargaining Unit is available or willing to work shall non-bargaining unit employees be used.

ARTICLE X **Rates of Pay**

SECTION 1

The annual compensation for employees in the unit shall be as set forth in Appendices B and C and made part of this Agreement.

SECTION 2

When employees are promoted from one class to another, their rate of pay will be increased on the date of such promotion from their current step in their current salary range to the step in the range for the position to which they are promoted that will afford them an increase. There shall be a twelve (12) month probationary period for promoted personnel.

SECTION 3

Bargaining unit members serving as a Field Training Officer (FTO) will receive their current rate of pay plus one and one-half (1½) hours of compensation for every shift they work as an FTO in either pay or compensatory time, at the FTO's election, at the applicable overtime rate..

ARTICLE XI **Sick Leave Program**

SECTION 1

Sick leave shall be considered to be absent from duty with pay for the following reasons:

- a) Illness or injury, except where directly traceable to employment by employer other than the Town of East Hartford.
- b) When the employee is required to undergo medical, optical or dental treatment and only when this cannot be accomplished on off-duty hours.
- c) When the serious illness of a member of the employee's immediate family requires personal attendance, such member shall have a reasonable amount of time to arrange for such care.

SECTION 2

Employees may be absent from duty without loss of sick time and with pay for the following reasons:

- a) If employees lose time because of illness for which they are entitled to compensation chargeable to the Town of East Hartford under the Workers' Compensation Act, they shall receive benefits equal to normal full pay for the time of disability, with the Town making up the difference in the amount of such compensation received and the normal amount of weekly salary. This benefit shall be limited to two (2) years.
- b) If employees lose time because of an injury sustained in the line of duty for which they are entitled to compensation under the Workers' Compensation Act, they shall receive benefits equal to normal full time pay for the time of disability, with the Town making up the difference in the amount of compensation received and the normal amount of weekly pay. This benefit shall be limited to two (2) years.
- c) When employees, in the performance of their duty, are exposed to contagious disease and contract this disease.
- d) If an employee is absent for a job-related illness or injury beyond two (2) years, they shall be paid wages which, together with Workers' Compensation payments, do not exceed their regular weekly wage, to the extent of their accumulated sick leave. Thereafter, the employee shall receive only Workers' Compensation payments.

SECTION 3

Sick leave shall accrue on the basis of one and one-quarter (1¼) days for each month of service, totaling fifteen (15) days per year.

SECTION 4

The amount of each employee's accumulated sick leave credited to him/her on the day prior to the effective date of this contract shall be credited towards his/her accumulated sick leave under this contract.

SECTION 5

Unused sick leave credited to each employee may accumulate indefinitely.

SECTION 6

Sick leave shall continue to accumulate during leaves of absence with pay and during the time an employee is on authorized sick leave or vacation time.

SECTION 7

No sick leave shall accrue during a leave of absence without pay.

SECTION 8

A medical certificate (as set forth in Appendix D) signed by a licensed physician, or other practitioner whose method of healing is recognized by the State authorities, may be required in the following circumstances:

- a) For periods of absence of more than three (3) consecutive working days;
- b) As supporting evidence when sick leave is requested during a period when an employee is on an accrued vacation leave; or

- c) When an employee's attendance shows frequent or habitual absence because of claimed sickness.

SECTION 9

The Town may provide a physician or nurse to make any necessary examinations or investigations of any alleged abuses of sick leave. The cost of such examination or investigation shall be paid by the Town.

SECTION 10

- a) Any permanent employee of the Police Department who has accumulated sick leave as of the effective date of this contract, and who continues to accumulate sick leave in compliance with this contract shall, prior to the actual date of his/her retirement, meet with the Chief of Police, and, in writing, advise the Chief of his/her intention to retire from Town Service. The total accumulated sick days credited and due such employee shall be computed and determined, and the employee shall be paid for the actual number of approved accredited sick leave days, not to exceed twenty-three (23) weeks for employees hired before January 1, 2004, eighteen (18) weeks for employees hired on or after January 1, 2004 and before January 1, 2018 and fifteen (15) weeks for employees hired after January 1, 2018, in a lump sum payment upon separation from Town service for the reason of retirement. Such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits in accordance with the pension agreement.
- b) In the event of an employee's death, his/her spouse and/or minor children shall receive, on the basis of the employee's current wages full compensation for any of the employee's unused accumulation of sick leave up to a maximum of twenty-three (23) weeks for employees hired before January 1, 2004 or eighteen (18) weeks for employees hired on or after January 1, 2004.

ARTICLE XII

Leave of Absence With Pay

SECTION 1

Special leave up to three (3) working days with pay, between the date of death and the date of funeral inclusive, shall be granted employees in the event of death of: spouse, father, mother, brother, sister, grandparent, grandchild, son, daughter, stepson, stepdaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and, also any relative domiciled in employee's household.

SECTION 2

One additional day may also be granted at the discretion of the Chief.

SECTION 3

Employees shall receive earned days on the following basis:

- a) One (1) earned day shall be credited to each employee for each quarter of perfect attendance. If perfect attendance is broken, then the accrual of earned days will reset at the beginning of the next period. A continuous absence commencing in one quarter continuing into another quarter will break the perfect attendance for the first quarter only.
- b) Earned days shall accumulate indefinitely. Such days must be used prior to retirement or separation.
- c) In addition to the earn day provided in Section (a) of this Section 3, an earned day shall be credited to each employee for each fiscal year of perfect attendance.
- d) The phrase "perfect attendance" as used in this Section 3 shall mean the employee used no sick leave and had no sustained tardiness complaint.

ARTICLE XIII

Vacation

SECTION 1

Each employee, after completion of six (6) months but less than one (1) year of service, shall receive one (1) week of vacation with pay.

SECTION 2

Employees who have completed one (1) year but less than five (5) years of service shall receive two (2) weeks of vacation with pay.

SECTION 3

Employees who have completed five (5) years but less than (10) years of service shall receive three (3) weeks of vacation with pay.

SECTION 4

Employees who have completed ten (10) years of service shall receive four (4) weeks of vacation with pay.

One (1) additional day of vacation shall be granted after completing fifteen (15) full years of service, and one (1) additional day shall be granted for completion of each succeeding year of service to a maximum of five (5) weeks of vacation with pay.

SECTION 5

- a) The vacation period shall be between January 1 and December 31 of each year.
- b) All accrued vacation must be expended during the calendar year and shall not be cumulative.
 - 1. The Town must afford opportunities for the employees to take their vacation within the calendar year.

2. If a change in an employee's work schedule will result in a loss to that employee of an accrued vacation day, the Department shall adjust the employee's accrued balance to ensure that the employee suffers no loss.

Notwithstanding the foregoing, an employee may carry forward up to one (1) week of unused vacation into the next succeeding year, provided:

- a. All vacation carried forward into the next succeeding year must be used prior to any vacation earned in the year into which vacation is carried forward;
 - b. All carried forward vacation must be used by November 30th of the year into which it is carried forward or will be forfeited;
 - c. Vacation carried forward will not be included in any pension calculation;
 - d. The employee will not be paid any vacation which was carried forward if the employee quits or retires.
- c) Actual pay shall not be substituted in place of actual vacation time off.

SECTION 6

- a) The employee's choice of vacation dates shall be granted whenever practicable, but the operating requirements of the Police Department shall prevail.
- b) When a choice of date has been granted, it will not be interfered with, except in the case of emergency.
- c) The vacation selection list for the ensuing year shall be made available to personnel not later than December 15th of each calendar year.
- d) Vacation selections based upon seniority will be made between the time period of January 1 to March 31. During this period, Department seniority will govern in case of conflict between employees. Vacation selections made after March 31st of each year shall be made on a first come-first serve basis, without regard to seniority.
- e) Vacation will accrue to the employee on January 1st of each calendar year. The number of completed years of service as of the employee's anniversary date to be observed during that calendar year will be used in determining the amount of vacation to be accrued.
- f) The minimum vacation time allowed under this Article shall be one (1) day.
- g) The following shall also apply regarding vacation selection and utilization by members of the Patrol Division:

1. General

- i. The minimum number of days that may be secured through seniority is four (4) consecutive days, except for weeks in which rotation of days off is occurring.
- ii. A request for a vacation week of not less than four (4) vacation days shall take precedent over a request for individual vacation days totaling less than four (4) vacation days.

2. Vacation Selection

- i. Lieutenants shall select their vacations periods consistent with their assigned duties and responsibilities.
- ii. Sergeants shall select their vacation week or weeks from a group comprised of the other Sergeants in their assigned Platoon who share the same workdays. For purposes of vacation week scheduling, a minimum of one Sergeant from each such group must remain on the schedule.
- iii. Officers shall select their vacation periods from a group comprised of the other members of their assigned squad.
 - ~~Only one (1) Officer per squad shall be permitted to be absent from duty on a vacation week at any time.~~
 - **Once the minimum staffing for each shift (8) is reached, vacation day, vacation week, compensatory time and earned leave will be granted to employees putting in for same pursuant to this Agreement, until a minimum staffing of four (4) scheduled members is reached. Thereafter, vacation day, vacation week, compensatory time and earned leave will be denied.**
 - Any vacation opportunities that exist on a squad may be taken only by an Officer assigned to that squad.
- iv. For Sergeants and Officers, the vacation dates selected shall comport with the duty days shown on the applicable Platoon or Squad duty schedule.

SECTION 7

- a) Employees who are separated from Town service shall be granted the sum total of their vacation leave prior to the date of separation.
- b) Employees who retire from Town service shall receive a lump sum payment for unused vacation upon retirement and such payment shall be included in the computation of the employee's final average earnings for the purpose of pension benefits.
- c) In the event of death of an employee, the employee's accrued vacation shall be paid to the dependent survivor(s).

SECTION 8

If an employee is sick while on vacation leave and providing a request is supported by a medical certificate acceptable to the appointing authority, such sick time shall be charged against accrued sick leave and not vacation leave.

ARTICLE XIV
Holidays

SECTION 1

Bargaining unit members will receive a lump sum payment equivalent to seven percent (7%) of their base salary as holiday compensation. This lump sum payment will be based on the rates of pay in effect on December 1 and shall not become part of base pay.

The seven percent (7%) lump sum holiday compensation will be paid annually in the first pay period in December.

SECTION 2

Any unanticipated holiday or day of mourning declared by the Mayor and celebrated by all other Town employees, other than Board of Education employees, in the form of time off with pay, shall be granted to the members of this bargaining unit by payment of an additional day's pay.

SECTION 3

Whenever the employee's birthday falls on a regularly scheduled workday, the employee shall be granted that day off. Whenever the employee's birthday falls on a regularly scheduled day off or a day the employee actually works, the employee shall be granted the day before or the day after that day off.

ARTICLE XV
Military Leave

SECTION 1

Employees will be entitled to Military Leave when they receive official military orders for such time requiring active duty training (~~weekend drills are not classified as requiring active duty training~~). Employees who are assigned to a four/three schedule shall be entitled to a maximum **of three hundred eighty (380) hours** of forty (40) days of Military Leave. ~~Employees who are assigned to any other schedule shall be entitled to a maximum of thirty five (35) days of Military Leave.~~

The term "days **hours** of Military Leave" shall mean the number of days **hours the employee was scheduled to work** beginning with the day on which the employee's orders require him/her to report to military service and ending with the day on which the employee's orders discharge him/her from military service inclusive. ~~—irrespective of the number of working days that may fall within such time period.~~

SECTION 2

Time on military leave shall be included in computing seniority earned in the Police Service.

SECTION 3

In addition to the foregoing provisions of this Article, employees shall have all rights in regard to military leave as are provided by law.

ARTICLE XVI
Light Duty Work Program

SECTION 1

To be eligible for the Light Duty Work Program, the sworn employee shall furnish the Chief of Police with a memo requesting a light duty assignment. The "Medical Certificate" set forth in Appendix D shall be attached to the memo, indicating, in the doctor's professional opinion, that the sworn employee:

- a) Should be placed on light duty and is capable of performing the light duty involved without violating any medical restrictions, and
- b) Will be able to perform the full duties of the sworn employee's regular position within six (6) months.

SECTION 2

Whenever a sworn employee presents a doctor's certificate indicating that the employee is fit for light duty, the Chief of Police or his/her designee shall determine:

- a) That the employee's injury or illness is expected to require light duty for a period greater than one (1) week, but less than six (6) months;
- b) That an appropriate job can be identified; and
- c) The employee is suitable for that job.

If these conditions are not met, then the sworn employee shall be ineligible for participation in the program.

SECTION 3

The "Light Duty Assignment" form, as set forth in Appendix E, will be used to provide notice to the sworn employee, the assigned Supervisor and Deputy Chief, the Schedule Officer, the Attendance Secretary, the Payroll Clerk, and the employee's present Supervisor and Deputy Chief.

a) Notice to Sworn Employee

The Chief of Police or his/her designee will provide the employee with:

- 1. The name of the individual to whom he/she is to report.
- 2. The date, time, and location at which to report.
- 3. The schedule the employee will follow while participating in the program.

b) Notice to Assigned Supervisor and Deputy Chief

The Chief of Police or his/her designee will provide the designated supervisor with:

- 1. The name of the person expected to be reporting for light duty.

2. The date, time, and location that the sworn employee has been instructed to report.
3. The schedule the employee will follow while participating in the program.
4. Any work restrictions placed upon the employee by the certifying doctor.

SECTION 4

The total number of sworn employees that may participate in the Transitional Light Duty Work Program shall not exceed three percent (3%) of the total sworn positions authorized for the Police Department at the time the request is made. However, the Chief of Police shall have the prerogative to grant exceptions to that total on a nonprecedent-setting basis.

SECTION 5

Sworn employees participating in the Transitional Light Duty Work Program shall not be allowed to wear the uniform of a sworn member and shall not perform the duties of a sworn member of the Police Department for the duration of their participation in the program.

SECTION 6

Participation in the program shall be limited to a six (6) month period, unless extended by the Chief of Police.

SECTION 7

No Transitional Light Duty Work Program assignment will become a permanent job. Should a sworn employee's injury or illness be diagnosed as permanent, he/she will no longer be eligible for participation in the Transitional Light Duty Work Program.

SECTION 8

Attendance records and documents shall reflect when an employee is participating in the Transitional Light Duty Work Program. Attendance records shall reflect whether the sworn employee is on light duty as the result of an off-duty or on-duty illness or injury. Quarterly, the Police Department's attendance clerk shall forward a summary of participation in the light duty program to the Town's Risk Manager.

SECTION 9

At the request of the Chief of Police, or his/her designee, the sworn employee shall make full disclosure to the Town, or its representatives, of all relevant medical records and shall furnish the department with periodic updates from his/her doctor regarding his/her medical status and the continued need for light duty.

SECTION 10

Prior to the conclusion of the Transitional Light Duty Program, the sworn employee will furnish a doctor's certificate, attesting to the employee's physical ability to return to his/her prior work assignment, to the Chief of Police.

ARTICLE XVII

Insurance

SECTION 1

The Town shall provide and pay for the following health and dental insurance for employees and their eligible dependents:

- a) Preferred Provider (PPO) Plan with Managed Care provisions and full service prescription coverage, as described in Appendix H-1 for all current employees retiring after the signing of this Agreement.
- b) Effective July 1, 2014, a High Deductible Health Plan (HDHP) with Health Savings Account (HSA) (as currently provided by Anthem Lumenos Town of East Hartford: \$1500/\$3000 – 100%/80%) and full service prescription drug as described in Appendix H-2, except as provided in subparagraph (b)(ii) of this Section 1 of this Article.
 1. The Town shall contribute fifty percent (50%) of a participating HDHP members annual HDHP deductible into such employees' Health Savings Account (HSA) in a single lump sum deposit during the first week of each plan year annually on a pre-tax (IRC §125) basis.
 - i. The Town's contribution into an employee's HSA shall be prorated for any new or existing employee enrolling in the HDHP after a plan year has commenced.
 - ii. Any employee currently receiving Veterans benefits causing him or her to become ineligible to have contributions made to an HSA, shall remain in the non-high deductible PPO as described in Appendix H and shall pay the same employee cost share contribution as the HDHP cost share contribution for the PPO. Employees currently receiving Veterans benefits may also elect to enroll in the HDHP, however, they should be aware of the timing of the HSA contributions to avoid potential tax penalties.
 2. The Town will annually deposit an additional \$250 toward the deductible for participating in its voluntary health screening program. Completion of the voluntary health screening program means the employee shall annually have their physician complete the Preventative Health Attestation as Appendix L certifying that they have had medical screenings appropriate for their age. Employees will be required to submit said form as proof of completion.
- c) The Triple Option Dental Plan, as described in Appendix H-3 with the duration of coverage for non-spouse dependents to age nineteen (19) or to age twenty three (23) if the dependent is enrolled in school.
- d) Blue View Vision Care Endorsement for employee, spouse and dependents as described in Appendix H-4.
- e) The Town shall provide and pay the full premiums for a forty thousand (\$40,000) dollar life insurance policy for each employee, with Accidental Death and Dismemberment

coverage in the principle sum and including forty thousand (\$40,000) dollar coverage in the event of accidental death and a three thousand (\$3,000) dollar life insurance policy for each retiree. Each employee who retires after July 1, 2013 shall receive a fifteen thousand (\$15,000) retiree life insurance benefit.

- f) All members of the bargaining unit who elect insurance coverage under a) and b) above, as applicable, (health and prescription drug) will contribute toward the cost of such insurance benefits on a weekly pretax basis for each year of the contract as described below:

~~Effective upon the signing of this Agreement, each employee covered under Section b) above shall continue to contribute 16% of the cost (premium equivalency rate i.e. a rate charged by the insurance carrier if the Town of East Hartford was fully insured rather than self funded) of the insurance that he or she elects through weekly payroll deductions on a pre-tax (IRC §125) basis.~~

Effective July 1, 2019, each employee covered under Section b) above shall contribute 14% of the allocation rate charged by Anthem through weekly payroll deductions on a pre-tax (IRC §125) basis.

The payroll deductions specified above shall be implemented pursuant to a Section 125 pretax wage reduction plan in accordance with the applicable provisions of Section 125 of the Internal Revenue Code (and in accordance with any amendments to said provisions) so long as said provisions or any other provisions of the IRS Code allow for such a plan. Said plan shall permit exclusion from taxable income of the employees' contributions toward health insurance costs for those employees who complete and sign a wage deduction form. The Town and the Union shall engage in impact bargaining in the event that a change in the law reduces or eliminates the tax-exempt status of the employee insurance contributions. The Union shall not make any claim or demand nor maintain any action against the Town or any of its members or agents for taxes, penalties, interest or other costs or loss arising from a change in law that may reduce or eliminate the employee's tax benefits to be derived from this plan.

- g) The Town of East Hartford will implement a Program called the "Health Benefit Opt-Out Incentive Program." This plan will offer employees a financial incentive to drop Town-sponsored health insurance (excluding Dental) if they have or can get health benefits through another plan.

- 1. ~~The payments to be made to employees who opt out of their Town sponsored health coverage plan, excluding Dental, will be as follows:~~

Coverage Type	Payment Amount
Individual	\$1000
Individual plus one dependent	\$1250
Individual plus two or more dependents	\$1500

Effective July 1, 2019, the payment to be made to employees who opt-out of their Town-sponsored health coverage plan, excluding dental will be as follows:

Coverage Type	Payment Amount
Individual	\$1700
Individual plus one dependent	\$1950
Individual plus two or more dependents	\$2200

No payment will be made for a reduction in the number of dependents. The employee's entire contract must be canceled by the employee to qualify for payment.

2. One-quarter of the above amounts will be paid at the end of each fiscal quarter for which the Town's plan is not utilized. Prorated payments will be made if an employee's plan is canceled partway through a quarter.
3. Employees wishing to take advantage of this option will fill out the enrollment change form provided by their plan (if covered) and the "Health Benefit Opt-Out Form," attached as Appendix I, and will provide written evidence of health insurance coverage by another plan.
4. Current employees who are eligible but are not now on a Town-sponsored insurance plan will be qualified for this incentive upon presentation of proof of coverage by another health insurance plan.
5. New employees who are eligible for Town coverage upon employment but choose not to enroll will be eligible for this incentive upon presentation of written evidence of health insurance coverage by another plan. Prorated payments will be made to new employees if they begin employment partway through a quarter.
6. Employees who opt-out of their Town-sponsored plan and then find that the other source of coverage is no longer available may re-enroll in the Town plan subject to the rules of that plan.
7. **Employees who are covered by the Town of East Hartford or East Hartford Board of Education plan, e.g. through a spouse, shall not be eligible for the above payments.**

SECTION 2

- a) The Town shall provide and pay for the insurance benefits listed in Section 1 a) (Appendix H-1) for all ~~current~~ employees **hired before January 1, 2018** upon retirement. Employees hired on or after **January 1, 2018**, ~~the execution of this agreement~~ will be offered the HDHP/HSA plan with no Town seed money and no wellness

incentive. Additionally, the premium cost sharing provisions contained in Section 1, subparagraph f) do not apply to retirees insurance.

- b) For retired employees age sixty-five (65) and over, who are eligible for Social Security, Parts A and B Supplemental coverage shall be provided in place of the foregoing coverage.
- c) In addition to the benefit contained in the next Section 3, employees retiring after July 1, 2002 shall be provided the option, during a window period which shall occur at least annually, to cover the retired employee's current spouse (regardless of whether or not employee and spouse were married at the time the employee retired) under the same health and/or dental insurance plan under which the retired employee is covered provided the retired employee pays the full cost of adding the spouse to the coverage unless and until eligible for coverage under the next Section 3. When the retired employee dies, any coverage to his/her spouse under this Section 2 shall cease unless such spouse elects to continue this coverage by payment of 100% of the monthly premium, unless and until eligible for coverage under the next Section 3.
- d) Only one (1) spouse (former or current) of a retiree can be covered at any one time under the insurance provisions described in any section of Article XVII.
- e) All employees hired after July 1, 2014 shall contribute seventeen hundred dollars (\$1,700) annually through weekly payroll deductions to the Town's Other Post Employment Benefit (OPEB) Trust on a pre-tax basis (IRC §125).
- f) Commencing July 1, 2019 all active employees who do not pay the aforesaid seventeen hundred dollars (\$1700) (Pre-July 1, 2014 employees) will pay seven hundred dollars (\$700) annually through weekly payroll deductions to the Town's OPEB Trust on a pre-tax basis (IRC §125).

SECTION 3

The Town shall provide and pay for the insurance benefits as described in Section 1 a) for the retired employee's spouse, under the following circumstances:

- a) This coverage is only effective for the spouse of an employee retiring on or after January 1, 1983.
- b) The retired employee must attain age 60 before his spouse will be eligible for this coverage.
- c) If the retired employee remarries, the new spouse will not be eligible for this coverage.
- d) The term "spouse" for purposes of this Section 3 shall mean the retired employee's spouse who shall have been married and living with the employee as his wife or her husband at the time of his/her retirement. When the retired employee dies, all coverages to his/her spouse shall cease, unless such spouse elects to continue this coverage by the deduction of 100% of the monthly premium from his/her pension check.

- e) In order for this coverage to be effective, the retired employee must pay to the Town fifty percent (50%) of the monthly premium, as determined by the Town. This premium shall be deducted from the retired employee's monthly pension check. If such monthly deduction is not made continuously from his/her pension check, commencing with his/her 60th birthday, all coverage to the spouse shall cease and shall not be reinstated.
- f) When the retired employee's spouse reaches age sixty-five (65) and enrolls in Medicare, the Town will pay 100% of the premium for Parts A and B Medicare Supplemental coverage.

SECTION 4

The Town reserves the option to change insurance carriers from time to time, but not more than once in any calendar year, through competitive bidding, for all insurance benefits. However, covered services shall not be reduced by any such change, and there shall be no loss of coverage due to pre-existing conditions. Any substitute insurance plan shall have a high quality network, defined as one of the three (3) largest networks in the service area.

SECTION 5

The Town will sponsor a Health Screening Program for all members of the bargaining unit at least once each calendar year. The screening will be conducted by the Town's Health Department. The prime objective is to identify employees who are at risk and to detect unknown diseases so that referral can be made for proper medical and health care.

SECTION 6

All employees hired subsequent to the issuance of the arbitration award in Case No. 8586-MBA-131 shall be required to be and remain non-smokers as a condition of employment.

SECTION 7

There shall be no negotiation and/or arbitration of any change in retiree health, dental and vision benefits until the commencement of negotiations per Article II hereof on or after January 1, 2026. This Section 7 shall not apply to employees hired after January 1, 2018.

ARTICLE XVIII

Longevity

SECTION 1

Full-time, employees hired prior to July 1, 2018, in addition to their regular pay or any pay increases that may be provided, receive an additional longevity payment in recognition of their length of service on the following basis:

5 years but less than 10	\$300
10 years but less than 15	\$400
15 years but less than 20	\$500
20 years or more	\$600

SECTION 2

Longevity payments are made in a lump sum to employees, annually, based on their number of full years of service completed as of September 7, payable on the second payday in September.

ARTICLE XIX
Clothing Allowance

SECTION 1

- a) The Town shall, at its cost, furnish all regular full-time police employees, who are required to work in uniform, with the required uniform, clipboards, flashlights and batteries. The Town shall permit each uniformed employee to draw up to \$450.00 annual clothing allowance. Any unused portion of this allowance may not be carried into the next fiscal year.
- b) In addition, effective 7/1/17, the Town shall pay to each uniformed employee the sum of \$400.00 as a supplemental uniform reimbursement to be paid on the first pay date in July of each year. For the year beginning 7/1/17, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 2

Handgun and approved holster, ammunition and cartridge holder, hand cuffs with case, night stick and approved gun belt and one plastic identification tag (last name) will be provided for and remain the property of the Town. Officers assigned as motorcycle officers shall be provided helmets, boots and leather jackets by the Town.

SECTION 3

- a) Members of any plainclothes division performing police duties shall be given a clothing allowance at the rate of \$450.00 per annum.
- b) Effective 7/1/17, members of any plainclothes division performing police duties shall be paid on the first pay period in July of each year the sum of \$400.00 as a supplemental clothing reimbursement in addition to the clothing allowance provided in Section 3(a) of this Article XIX. For the year beginning 7/1/17, the Town shall make the payment described in this subsection no later than three (3) weeks following the signing of this Agreement.

SECTION 4

The Town shall reimburse any police officer for loss or damage of clothing and/or personal property suffered in the performance of duty. Such claim for loss must be supported with reasonable proof of loss and of the value of the clothing and/or property. However, any loss or damage that is the result of negligence by the Officer shall not be reimbursed. Reimbursement shall not exceed \$300.00.

SECTION 5

All full-time permanent investigatory and uniformed members of the Police Department, with the authority to exercise police powers, who are on the regular payroll on August 1st of each calendar year, shall receive a uniform cleaning allowance of \$250.00 the first pay period in August, commencing August, 2010.

SECTION 6

Authorized uniform items which may be purchased with the uniform allowance are as follows:

Hats	summer 8 point, winter 8 point, winter pile cap, rain cap, rain hood, baseball caps
Shirts	winter, summer
Trousers	regular
Coats	blouse, summer jacket, winter patrol jacket, raincoat, rain jacket
Leather Gear	trouser belt (velcro or buckle), equipment belt (velcro or buckle), handcuff case, cartridge holder, portable radio holder, baton holder, flashlight holder, keepers
Gloves	White and/or orange traffic gloves, black leather winter gloves
Other	ties, tie clasps, nametags, badge, and cuffs, baton, black shoes or boots, briefcase, rubber boots, badge case, business cards, flashlight, folding knife

SECTION 7

A uniform committee will be created to make nonbinding recommendations to the Chief for uniforms and personal equipment.

ARTICLE XX

Seniority

SECTION 1

- a) Departmental seniority as used in this Article is defined to mean total length of service in the Police Department including probationary period from most recent date of hire.
- b) When more than one (1) Police Officer is appointed to the Department on the same date, the departmental seniority of such appointees shall be determined by their relative positions on the eligibility list, or in the alphabetical sequence (using last names) in the absence of an eligibility list.

SECTION 2

- a) Rank seniority is defined as the total length of continuous service as an employee of a given rank. Rank seniority shall accrue from the first day of appointment to a given rank.
- b) Whenever more than one (1) Police Officer is promoted to the rank of Sergeant on the same date, and whenever more than one (1) Sergeant is promoted to the rank of

Lieutenant, their relative seniority in the rank to which they are promoted shall be determined by their previous relative rank seniority.

- c) Employees shall advance one (1) step on their anniversary of hire or date of most recent promotion, whichever applies.

SECTION 3

Continuity of departmental seniority or rank seniority shall not be broken by vacations, sick time, temporary layoff, suspension or any approved leave of absence, or any call to military service for the duration.

SECTION 4

Employees must complete a year of probation after academy certification. Total time in probation shall not exceed eighteen (18) months. New officers shall have no seniority rights during this period, but shall be subject to all other provisions of this Agreement; dismissal of an employee during the probationary period shall not be subject to the grievance procedure. All employees who have completed their probationary period shall be full-time employees and shall acquire length of service records as of date of their employment. It is agreed, however, this clause shall not be deemed to deny such employees the rights to a hearing as such rights are set forth in Section 7-468(d) of Chapter 113, Connecticut General Statutes.

SECTION 5

Departmental seniority shall prevail in the following matters:

1. Choice of vacation when there is a conflict between employees of the same rank.
2. Layoff or elimination of position and recall.

In the event of a layoff, the employee with the least seniority shall be laid off first, regardless of his assignment. An employee in the unit in a terminated position may bump another employee with less seniority in an equal or lower rank. Whenever an employee may be laid off such employee shall have the opportunity of returning to his former position or rank before any new person is employed. For the purpose of this Section, rank seniority shall not prevail. Failure or refusal to accept an offer of employment within seven (7) calendar days from receipt of such offer shall result in removal from the recall list.

ARTICLE XXI Appointments and Promotions

SECTION 1

All promotions and appointments to the Department shall be made by the Chief of Police.

SECTION 2

- a) All promotions shall be by examination. There shall be a written and an oral test. Scoring will consist of fifty-five (55) points for the written examination, forty (40) points for the

oral test, and up to, but not in excess of five (5) points for service. Employees shall take the promotional examination on a voluntary basis.

Non-cumulative bonus points shall be added to a Lieutenant's promotional examination score as follows:

Associate's Degree from an accredited college:	½ Point
Bachelor's Degree from an accredited college:	1 Point
Master's Degree or higher from an accredited college:	1½ Points

- b) There shall be a six (6) week advance notice for all promotional examinations. The notice will contain the suggested reading material and the examination date and time.
- c) Members shall be entitled to service credits on the basis of ½ of 1 point for each full year of service, provided, however, that a total of 5 points shall represent the maximum service points allowed under this Article.

SECTION 3

Promoted personnel shall serve a probationary period of twelve (12) months.

SECTION 4

A Police Officer shall have three (3) years of service as a regular Police Officer with the East Hartford Police Department before being eligible for promotion to Detective. The Department shall fill and maintain a minimum of four (4) detective positions.

SECTION 5

A Police Officer or Detective shall have five (5) years of service as a regular sworn member of the East Hartford Police Department before being eligible for promotion to Sergeant.

SECTION 6

A Sergeant shall have two (2) years of service as a Sergeant with the East Hartford Police Department before being eligible for promotion to Lieutenant.

SECTION 7

All promotions shall be made from the ranks of the East Hartford Police Department with the exception of the Chief of Police and Deputy Chiefs.

SECTION 8

All promotions above the rank of Police Officer shall be made in accordance with the Town's Personnel Rules and Merit system.

SECTION 9

In the event that a vacancy occurs or a new position or assignment is created within the bargaining unit, it shall be posted on the bulletin boards provided for such purpose for a period of fourteen (14) days prior to any action taken by the Town to fill such vacancies, positions or assignments. Employees interested in said vacancies, positions or assignments shall indicate so in writing within fourteen (14) days of the initial posting. Copies of the posting and a list of those responding shall be sent to the Union President.

ARTICLE XXII
General Provisions

SECTION 1

The Town of East Hartford agrees to continue all benefits of whatever nature presently enjoyed by the employees and not covered by the terms of this Agreement.

SECTION 2

No employee of the Department shall be required to submit to a polygraph test.

SECTION 3

If any Article or Section of this contract is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles or Sections or portions thereof which shall be valid.

SECTION 4

During the term of the Agreement, the Police Department will furnish the Union with an up-to-date Department seniority list for the bargaining unit, together with the classification and rate of pay of each employee on such lists.

SECTION 5

All members of the Police Department shall be furnished a copy of all Department Rules and Regulations which are the property of the Town. Any future changes that affect working conditions that are mandatory subjects of bargaining shall be negotiated with the Union.

SECTION 6

All members of the Police Department shall be furnished with an identification card, which is the property of the Town.

SECTION 7

The Department shall see that no member of the Police Department shall be required to perform any duty involving maintenance or repair of the Department's motor vehicles. On Saturday, Sunday, and Holidays, officers will be required to gas their own vehicles.

SECTION 8

The Department shall see that no employee shall be required to perform any function normally done by another Town department, agency or private concern.

SECTION 9

All employees shall have the right to review their personnel files upon reasonable request to the Director of Human Resources and at such time that the request will not interfere with the orderly operation of the Department of Human Resources. The Director of Human Resources shall have the right to refuse a request when there is a reasonable cause to believe an employee is abusing the privilege. An employee shall be allowed to contest the accuracy, completeness or relevancy of any document maintained in his/her personnel file by adding a statement to the file setting forth his/her concerns with regard to any document. Such statement shall become a permanent part of the personnel file.

SECTION 10

The Town shall assume responsibility for any member sued for alleged false arrest and/or abuse of power and shall provide such member with the services of the Town Counsel at no cost to such member. Provided, however, that whenever a member's involvement in such a charge is the result of an act that clearly and unquestionably indicates a complete disregard for proper procedures, such member shall not be entitled to the services of the Town Counsel, nor shall the Town be liable for any judgment awarded.

SECTION 11

- a) Such officers and members of the Union, as may be designated by the Union, shall be granted leave with pay for union business such as attending labor conventions and educational conferences, provided that the total leave for purposes set forth in this Section shall be fifteen (15) days per fiscal year, cumulative, commencing July 1, 2002.
- b) Provided reasonable notice is given, the Union shall have the right to have a steward present for all meetings between the Town and the Union for the purpose of processing grievances. The grievant shall also have the right to be present at such meetings. When such meetings take place at a time during which either the steward or the grievant are scheduled to be on duty, they shall be granted leave from duty with full pay for such meetings except when, in the sole judgement of the Chief of Police, such leave from duty will create a shortage of officers on duty in which case such leave shall not be granted and other mutually agreeable arrangements shall be made.

SECTION 12

The Town will provide the Union with sufficient copies of this Agreement within thirty (30) days after the signing of this Agreement. Each new employee covered by this Agreement will be furnished a copy by the Department of Human Resources at the time of hiring.

SECTION 13

- a) The Town shall maintain an education reimbursement fund in the amount of fifteen thousand dollars (\$15,000) per contract year.
- b) The fund shall be used to reimburse members as set forth below for amounts expended by them for books required by courses and tuitions in police science, police administration, or other related subjects at an accredited school or college, which is designated to increase the employee's proficiency in his present or potential police department assignments.
- c) The Chief retains the right of prior approval of the course and retains the right to reasonably limit the number of employees on any one shift who may attend college. The fund shall be distributed as follows:
- d) Each semester, the Chief shall determine the amount of reimbursement money to be expended to eligible employees under this Section. If the amount requested is less than the amount available in the fund for that year, the Chief shall reimburse each officer 100 percent. If the amount requested is more than the amount available in the fund for that year, the Chief shall divide the amount of money in the fund by the number of employees

and pay each person up to the resulting figure. In no event shall an employee receive more than 100 percent of his/her request. If by following the above formula an employee would be entitled to more than 100 percent, the Chief shall place any amount over 100 percent back into the fund and divide that amount by the number of employees who did not receive 100 percent, distributing the residual until the fund is exhausted or all employees receive 100 percent reimbursement.

- e) If the full amount of the fund is not exhausted after each year, then up to two thousand five hundred dollars (\$2,500) shall be carried over into the next year, provided, however, at no time shall the employer be required to have more than seventeen thousand five hundred dollars (\$17,500) in the fund. This Article is subject to the following restrictions:
 - 1. Employees shall submit a written request for books and tuition reimbursement to the Chief thirty (30) days prior to the date course tuition payment is required.
 - 2. Within fourteen (14) days of receiving the request for reimbursement the Chief shall approve or disapprove in writing. For approved requests, the Town shall prepay for tuition and reimburse for books.
 - 3. Employees who receive prepayment must complete the course and receive a passing grade as defined by the institution or repay the Town for money expended. Any employee prevented from completing a course due to work related injury shall not be required to reimburse the Town.
 - 4. If an employee must attend a course while scheduled for duty, the Chief shall retain the right to approve or disapprove each period of absence according to the requirements of the department.
 - 5. Any officer who has been compensated under this Section shall remain in the police department's employment for five (5) years after completion of the course or reimburse the Town any monies expended under this Section. However, no such reimbursement shall be required in the case of retirement at a time when the retiree is eligible for current retirement benefits pursuant to the Town of East Hartford pension plan.
 - 6. Books purchased pursuant to this Section shall be considered Town property and shall be turned in upon request at the end of a course.
 - 7. An employee eligible to receive reimbursement from another source, (i.e., veteran's benefits, etc.), is required to make application for those funds and is not eligible to be compensated under this provision for any amount he/she is eligible to receive from such other source.
- f) Effective 7/1/18, an annual educational incentive shall be paid to members holding the following degrees as of July 1 of each fiscal year commencing 7/1/18.

Associate's degree:	\$250.00
Bachelor's degree	\$500.00

Master's degree \$750.00

The aforesaid degrees must be from an accredited school or college. The educational incentive sum shall be paid each fiscal year commencing 7/1/18 by the end of the month of July of each year.

SECTION 14

When the context so requires, ~~the masculine gender shall include the feminine and the feminine shall include the masculine, and the singular shall include the plural and the plural the singular.~~ **the gender of all words used herein shall include the masculine, feminine, and the number of all words shall include the singular and plural.**

SECTION 15

- a) The Town shall permit the Union to have the reasonable use of the bulletin board located in the Police Station and the Department email system for the posting and emailing of notices concerning Union business and activity.
- b) No material shall be posted or emailed except notices of meetings and elections, results of election, changes in Union By-Laws, notices of Union social occasions and similar Union notices, letters and memoranda. All notices shall be posted or emailed only by an officer of the Union identifying him or herself as the author. In order for the Union to comply with this Agreement, the Town agrees to supply a glass or Plexiglas enclosed locked bulletin board.

SECTION 16

Nothing in this Agreement shall prevent any employee from holding outside employment, other than police duty, as long as such employment does not conflict with the employee's duties as a police officer subject to the Chief's approval, which will not be unreasonably withheld. It shall be the responsibility of the employee to furnish the Town with the following information:

1. Name, address and telephone number of employer,
2. Normal hours to be worked,
3. Type of duty to be performed.

SECTION 17

All police cruisers shall be equipped with air conditioners and it is agreed that employees may not refuse to drive cruisers that the Town presently has that are not air conditioned or when such air conditioned vehicles are being repaired.

SECTION 18

- a) The Town may continue to assign Police Officers to plainclothes duty in the Criminal Investigations Bureau. The assignment shall be of no longer than three years duration commencing September 4, 2008 and the Department will post this assignment annually. In the event there are insufficient applicants upon posting of this assignment as required

by Article XXI §9, the persons assigned may continue in the assignment beyond three years. Cultural specialties and other expertise may be considered by the Chief. Input for such selections will be given by the Commanding Officer of the Criminal Investigations Bureau, and his executive officer and the Deputy Chiefs.

- b) A Police Officer assigned to criminal investigation units shall be paid the detective rate, first step, for the first year for said assignment, and after one year shall be paid at the detective pay rate, at Step 2. Notwithstanding this provision, any police officer who is at the maximum step as a police officer and who is so assigned shall be paid at the detective pay rate at Step 2 for the total duration of such assignment.
- c) Police Officers assigned to plainclothes duties in the Criminal Investigations Division shall be paid the clothing allowance provided for in Article XIX, Section 3, less any amount already expended for uniforms under the provisions of Article XIX, Section 1.
- d) Abuse in the making of these assignments shall be subject to the grievance procedure.

SECTION 19

All police officers must present a generally neat and clean appearance according to the basic guidelines stated below:

- a) Hairstyle - Hair must be neatly groomed. The bulk and length of the hair shall not interfere with the proper and normal wear of any department head gear.
- b) Mustache - If worn, the pattern shall be neatly trimmed and tidy.
- c) Sideburns - If worn, the pattern shall be neatly trimmed and tidy.
- d) Beards - If worn, they must be kept neat and clean, and the length of such facial hair shall not exceed one inch.

SECTION 20

Compensatory time will be governed by Appendix J.

SECTION 21

The incorporation of some settlement agreements, arbitration awards, or memoranda of understanding does not constitute abandonment or abrogation of others that may be applicable.

ARTICLE XXIII **Grievance Procedure**

SECTION 1

In order to insure fair and equitable treatment of all employees of the Department, there is hereby established a formal procedure to permit discussion and resolution of all grievances.

- a) Definition of a grievance shall be as follows:

1. Discharge, suspension or other disciplinary action.
 2. Charge of favoritism or discrimination.
 3. Interpretation and application of the rules and regulations and policies of the Police Department.
 4. Matters relating to the interpretation and application of the articles and sections of this Agreement.
- b) The written grievance shall include:
1. A statement of the grievance and facts involved.
 2. The alleged violation of a specific provision of this Agreement.
 3. The remedy requested.

SECTION 2

Any employee may use this grievance procedure with or without union assistance. No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

SECTION 3

STEP 1 - Any employee who has a grievance shall, within twenty (20) calendar days of the occurrence or event giving rise to the grievance, reduce the grievance to writing and submit it to the Chief, or his designee. The Chief's, or his designee's, decision shall be submitted in writing to the aggrieved employee and his representative, if represented, within fourteen (14) calendar days of receiving the grievance. If this does not resolve the problem, it may be processed to Step 2. At the option of the grievant, grievances involving discharge, suspension or demotion following disposition by the Chief of Police, may be processed beginning with Step Two.

SECTION 4

STEP 2 - If the grievance has not been settled, it shall be presented in writing to the Town Director of Human Resources within twenty (20) calendar days after the decision of the Chief of Police, or his designee, is received. The Director of Human Resources, or his designated representative, shall meet with the interested parties: (i) within fifteen (15) calendar days of the receipt of the grievance; or (ii) at such later date as mutually agreed in writing. The Town Director of Human Resources shall render his decision in writing within ten (10) calendar days of the completion of such meeting. If this decision does not resolve the dispute, then the question may be processed to Step 3.

SECTION 5

(Intentionally left blank)

SECTION 6

STEP 3 - Either party may request the State Board of Mediation and Arbitration to provide arbitration services within fifteen (15) calendar days following a written decision or, if there is no written decision, within the timelines specified in subsection (f) below.

- a) The decision of the arbitrator shall be final and binding on both parties.
- b) The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. He shall have no authority to add to or subtract from this Agreement. Nothing in this Agreement shall be interpreted so as to limit the authority of the Superior Court to determine the question of arbitrability.
- c) The cost of the arbitration mutually incurred shall be shared equally by both parties. Costs incurred by the parties as individuals shall be borne by the party incurring the cost.
- d) Notwithstanding the foregoing, within ten (10) calendar days following receipt of notice of filing for arbitration, either party may exercise its right to transfer the arbitration proceedings to the American Arbitration Association (AAA). Arbitration(s) transferred to AAA will be administered by and under the rules of the American Arbitration Association. In any case, the party that elects to utilize the services of the American Arbitration Association shall bear 100% of the administrative costs and pay 100% of the arbitrator's fees and expenses in connection with such arbitration.
- e) Expedited Arbitration. The parties may agree to the utilization of an expedited arbitration system following Step 2 for cases of unpaid suspension and any other cases mutually agreed by the parties. Cases designated by the parties to be heard in expedited arbitration will be scheduled for hearing as agreed to by the parties. A mutually agreed single arbitrator shall be utilized in accordance with the procedures of the contractually provided arbitration forum. All other provisions of this Agreement concerning grievances and arbitration shall apply to expedited cases.
- f) Failure by any representative of the Town of East Hartford to render a written decision within the time limit(s) prescribed in this Grievance procedure shall provide the grievant/Union the option to file to the next successive step of the Grievance Procedure: (i) within forty-five (45) calendar days of the filing of the grievance (if proceeding to Step 2); and/or (ii) within ninety (90) calendar days of the filing of the original grievance (if proceeding to Step 3). Failure by the grievant or the Union to proceed to the next level within the time limits prescribed in sections 3 and 4 of this agreement or, if applicable, as set forth in the preceding sentence, shall constitute a denial of the grievance and acceptance of such denial by the grievant/Union. However, all time limits expressed herein may be waived by an agreement confirmed in writing by both parties.
- g) Upon mutual agreement, both parties may request mediation with the State Board of Arbitration and Mediation.

ARTICLE XXIV
Discipline, Discharge and Police Rights

SECTION 1

If a transfer is ordered for disciplinary purposes or as a component of disciplinary actions, the reasons for and duration of the transfer will be stated in writing. This does not imply that disciplinary transfers are prohibited.

SECTION 2

The Chief may suspend an employee without pay, and any such suspension of up to two (2) calendar weeks shall be served on the dates ordered by the Chief. Any suspension of more than two (2) calendar weeks that is grieved shall be stayed until the contractual appeals are exhausted. However, there shall be no stay with regard to a termination or suspension that results from an arrest for criminal activity. A suspension may be with or without pay.

~~Any suspension that is not stayed and is grieved shall be subject to expedited arbitration pursuant to Article XXIII, Section 6.~~

SECTION 3

Under any Section of Articles XXIII and XXIV, the employee shall be entitled to Union representation and/or representation of his choice not exceeding two (2) persons.

SECTION 4

Copies of all reprimands or accusative letters from the Chief or his designee shall be given to the member and placed in the personnel file. This Section shall include all evaluations by superior officers.

SECTION 5

Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut, and any other federal or state statute.

SECTION 6

No employee shall be suspended, discharged or demoted except for just cause.

SECTION 7

Citizen complaints or investigative reports, under the circumstances set forth below, will be turned over to the police officer involved:

1. Complaints alleging police brutality;
2. Complaints alleging disrespectful treatment by the officer;
3. Complaints alleging violation of the civil rights of the complainant;
4. Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the Department.

SECTION 8

If an investigation is commenced by Internal Affairs, such investigation shall commence upon conclusion of the preliminary investigation (which shall not take longer than thirty (30) days) and upon the signing of an Internal Affairs complaint by the Chief of Police. Under normal circumstances, the investigation by the Internal Affairs Department shall be concluded within ninety (90) calendar days from the signing of the Internal Affairs complaint by the Chief. In extenuating circumstances, an extension of up to sixty (60) calendar days shall be permitted for the completion of the Internal Affairs investigation, with notice to the Union President, which notice shall include a statement of such extenuating circumstances. Any such notice of extenuating circumstances shall be kept confidential by the Union President if requested in such notice.

For any investigation conducted pursuant to Sections 7, 8, 9, and 10 of this Article, a letter shall be sent to the officer who was the subject of the investigation notifying him/her forthwith upon the completion and outcome of the investigation. Copies of the internal affairs report shall be provided forthwith at the conclusion of the investigation upon the employee's request, unless a prosecuting authority in an ongoing investigation against the officer in question dictates otherwise.

Within fourteen (14) days of the completion of the investigation as aforesaid, the Chief of Police shall hold a Loudermill hearing and shall render his/her decision within seven (7) days of that Loudermill hearing unless waived by mutual agreement. A longer period of time may be permitted in extenuating circumstances with the Union to be notified of same.

SECTION 9

- a) Investigation of Citizen Complaints. Citizens who complain about the performance or conduct of any employee shall be encouraged to (1) identify themselves, and (2) reduce their complaint to a written statement promptly, normally within ten (10) days. An oral complaint that is not promptly reduced to writing either through a written complaint or filing of an investigative report corroborating the oral complaint, shall not be investigated unless it involves a charge of criminal behavior or a charge which the Department is otherwise required by law to investigate.
- b) As set forth in Section 7, a copy of the complaint or initial investigative report will be furnished to the employee within fourteen (14) calendar days of the receipt of the complaint, together with the time, if known, of filing the oral complaint, if any. This fourteen (14) day limit will be extended if either the subject of the complaint or the Internal Affairs officer is absent from his/her assigned duties during such fourteen (14) calendar day period due to vacation, earned time, school, or other leave, up to a maximum of seven (7) additional days.

SECTION 10

Internal Complaints. Copies of non-criminal interdepartmental complaints shall be given to the officer within seven (7) calendar days of the issuance of the complaint. The complaint should be written up on the standard form. Delivery may be made personally or by mail.

SECTION 11

In the event a member is placed on Administrative Leave with pay for alleged use of deadly force and is precluded from working overtime during said Administrative Leave, the member shall be paid five (5) hours of overtime during the period the member was on said Administrative Leave provided the member is exonerated on the allegation of excessive use of deadly force and returns to full duty. Said payment shall be made no later than forty-five (45) days after the member returns to full duty.

ARTICLE XXV Management Rights

It is recognized that in addition to other functions and responsibilities except as expressly abridged by this contract, the Town has and will retain the sole right and responsibility to direct its operation and, in this connection, the types of work to be performed; the assignment of all work to employees or other persons, shift schedules and hours of work; the methods, procedures and means of conducting the work; and to select, hire and demote employees, including the right to make and apply rules and regulations for conduct and safety. It shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and assign, and to lay off because of lack of work or other cause, unless otherwise hereinafter provided.

ARTICLE XXVI Non-Discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, or other class protected under the law, or political affiliation or union membership.

ARTICLE XXVII Safety and Health

SECTION 1

The Town shall not willfully establish a situation that is considered an unusually unsafe practice for police work. Should such a practice be continued as an operating policy, this shall be grounds for grievance under the procedures and steps so provided for in this Agreement. Nothing in this Article is to be construed as dealing with emergency situations.

SECTION 2

The Employer shall recognize a safety committee, which shall consist of not more than six (6) persons. Three (3) members of the committee will be appointed by the Union, and the other three (3) members will be appointed by the Town. Both parties reserve the right to remove and replace their appointed members of the committee.

Said committee shall meet from time to time as mutually agreed, to discuss safety issues. Recommendations shall be made to the Chief of Police who shall reply to the Committee within a reasonable period of time of receiving such recommendations.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this

_____ day of _____, 2022.

TOWN OF EAST HARTFORD

**EAST HARTFORD POLICE
OFFICERS' ASSOCIATION**

Michael P. Walsh
Mayor

Richard Dube
President, EHPOA

Sandra L. Franklin
Interim Director of Human Resources

Jason Cohen
Vice President, EHPOA

Chief Scott Sansom

The above and foregoing is a true and attested copy of the contract between the Town of East Hartford and the East Hartford Police Officers' Association.

ATTEST _____ (s)
Town Clerk

APPENDIX A

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Please Print) Last Name First

TO: TOWN OF EAST HARTFORD

Effective _____, I hereby request and authorize you to deduct from my earnings a sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of the East Hartford Police Union.

The authorization shall remain in effect in accordance with the working Agreement or upon termination of my employment.

_____ Employee's Signature

_____ Street Address

_____ City and State

APPENDIX B

WAGES

- A. Effective and retroactive to July 1, 2017, 2021 the salary rates in effect on June 30, 2017 2021 will be increased by two percent (2%).
- B. Effective July 1, 2018, 2022, the salary rates in effect on June 30, 2018- 2022 will be increased by two percent (2%).
- C. Effective July 1, 2019, 2023 the salary rates in effect on June 30, 2019 2023 will be increased by one two percent (1%): 2%
- D. Effective July 1, 2024, the salary rates in effect on June 30, 2024 will be increased by two percent (2%).

Additionally, effective upon ratification and Town Council approval, all active employees of the Bargaining Unit shall receive a one (1) time lump sum payment of one thousand dollars (\$1000.00).

APPENDIX C

SALARY SCHEDULES, July 1, 2017 – June 30, 2020
TO BE UPDATED AFTER TC APPROVAL – 2% PER FY

Police Officer – Grade 80

	Step 1	Step 2	Step 3	Step 4	Step 5
Present	\$58,351	\$61,416	\$64,491	\$67,566	\$70,621
7/1/2017	\$59,518	\$62,644	\$65,781	\$68,917	\$72,033
7/1/2018	\$60,708	\$63,897	\$67,096	\$70,296	\$73,474
7/1/2019	\$61,315	\$64,536	\$67,767	\$70,999	\$74,209

Detective – Grade 82

	Step 1	Step 2	Step 3
Present	\$70,621	\$71,927	\$73,388
6/30/2017**	\$71,267	\$73,220	\$75,326
7/1/2017	\$72,692	\$74,684	\$76,833
7/1/2018	\$74,146	\$76,178	\$78,369
7/1/2019	\$74,887	\$76,940	\$79,153

*Only those holding the rank of detective shall be eligible to advance to Step 3 of Grade 82

**There will be no retroactivity on this 6/30/2017 wage for Detectives. Retroactivity will start with the 7/1/2017 salary raise.

Sergeant – Grade 84

	Step 1	Step 2	Step 3
Present	\$74,122	\$77,013	\$80,032
7/1/2017	\$75,604	\$78,553	\$81,633
7/1/2018	\$77,117	\$80,124	\$83,265
7/1/2019	\$77,888	\$80,925	\$84,098

Lieutenant – Grade 86

	Step 1	Step 2	Step 3
Present	\$81,616	\$84,837	\$88,166
7/1/2017	\$83,248	\$86,534	\$89,929
7/1/2018	\$84,913	\$88,264	\$91,728
7/1/2019	\$85,762	\$89,147	\$92,645

APPENDIX D

A medical certificate submitted in accordance with Article XI, Section 8 shall be on the following form or shall contain substantially equivalent information.

EAST HARTFORD POLICE DEPARTMENT
MEDICAL CERTIFICATE

TO: The Office of the Chief

DATE: ___/___/___

RE: _____
(name of employee)

Doctor: _____

Address: _____

Telephone No.: () ___ - _____

As a physician duly licensed by the State of _____, I hereby certify that the above employee has been under my care since ___/___/___ and was last seen by me on ___/___/___ . He/she has been unable to work since ___/___/___ as a result of being afflicted with the following illness or injury which may have commenced on ___/___/___, which does, does not, appear to be work related.

Employee has been diagnosed with _____ and;

- has been medically approved to return to work with no restrictions on ___/___/___.
- may not return to work until further notice from this office.
- was referred for treatment to _____.

is expected to return to full duty within six months, and, at the present time, is medically able to return to work in a light duty program commencing on or after ___/___/___ lasting until the next exam in approximately ___ days, _____ and at the present time, is medically able to return to work in a light duty program only, with the following restrictions;

- No Bending
- No Lifting
- No Repetitive Use
- No Driving
- Other restrictions and conditions of light duty; _____

Signature of Physician

APPENDIX E

EAST HARTFORD POLICE DEPARTMENT
LIGHT DUTY ASSIGNMENT

TO: EMPLOYEE
PRESENT SUPERVISOR
ASSIGNED SUPERVISOR
SCHEDULE OFFICER
ATTENDANCE SECRETARY

DATE: ___/___/___

FROM: The Office of the Chief

_____ has been assigned to work within the guidelines of the
name of employee
Light Duty Program. He/she has been unable to work since ___/___/___ as a result of
being afflicted with the following illness or injury, diagnosed as _____

_____ and at the present time, is medically able to return to
work in a light duty program only, with the following restrictions;

- No Bending No Repetitive Use
 No Lifting No Driving

Other restrictions and conditions of light duty; _____

He/she will report to _____ on ___/___/___ at 0830 hrs.,
who will find appropriate and suitable work for him/her (generally working a 5/2 schedule,
Monday through Friday, 0830 to 1606), and who will also be responsible for maintaining
attendance and other related records as appropriate after that date. The scheduling officer
will revise the work rosters to ___/___/___ to reflect this transfer.

Assigning Supervisor

___/___/___

APPENDIX F

Staffing for Patrol Districts

If the Chief proposes a change in patrol district staffing from the staffing provided for in the memo of June 14, 1985, which will affect the safety or workload of bargaining unit employees, the Town shall bargain with the Union to the extent required by law.

Staffing of Patrol Supervisor Positions

The Patrol Supervisor minimum staffing level shall be two (2) supervisors. If a scheduled Lieutenant is absent and a supervisor must be hired to meet this staffing requirement, a lieutenant will be hired.

If no Lieutenant is working a patrol shift the senior Sergeant, whether working their regular assignment or overtime, will receive top step Lieutenant's pay for that shift.

Scheduling of Patrol Lieutenants

One (1) Lieutenant will be scheduled per patrol platoon.

APPENDIX G - SHIFT BIDDING

A. GENERAL PROVISIONS

1. Bidding is open to all sworn members of the Patrol Division, except those members on a probationary status resulting from their initial appointment to the Department or their promotion, and those employees on an extended absence due to their illness, injury, or authorized leave of absence.
2. Seniority, for bidding purposes only, shall be department seniority for Patrol Officers and rank seniority for Sergeants and Lieutenants, as defined by this Labor Agreement.
3. Employees shall bid their work assignment from among the established bid lists for the upcoming bid year in accordance with their seniority. Patrol Officers shall bid Patrol Officer's slots. Sergeants shall bid Sergeant's slots and Lieutenants shall bid Lieutenant's slots.
4. Not later than September 1 of each year, the Town shall provide Lieutenants assigned to the Patrol Division the list of work assignments for Patrol Lieutenants for the ensuing bid year. The bidding period for Patrol Lieutenants shall be fourteen (14) consecutive calendar days, beginning each year on September 1 and ending Midnight on September 15. The results of this bidding shall be posted not later than September 16 of each year.
5. Not later than September 16 of each year, the Town shall provide Sergeants assigned to the Patrol Division the list of work assignments for Patrol Sergeants for the ensuing bid year and the work assignment of Patrol Lieutenants for that year. The bidding period for Patrol Sergeants shall be fourteen (14) consecutive calendar days, beginning each year on September 16 and ending Midnight on September 30. The results of this bidding shall be posted not later than October 1 of each year.
6. Not later than October 1 of each year, the Town shall provide Patrol Officers assigned to the Patrol Division the list of work assignments for Patrol Officers for the ensuing bid year and the work assignments of Patrol Sergeants and Patrol Lieutenants for that year. The bidding period for Patrol Officers shall be fourteen (14) consecutive calendar days beginning each year on October 1 and ending Midnight on October 15. The results of this bidding shall be posted not later than November 1 of each year.
7. Each employee's shift slot shall remain unchanged for the bid year except:
 - a. By agreement between the Chief of Police and the employee;
 - b. As necessary to meet the reasonable needs of the Town as determined by the Chief of Police;
 - c. As needed to replace an employee on any extended absence other than vacation, in which case the position will be offered to employees in order of seniority and, if not filled voluntarily, will be filled involuntarily in reverse order of seniority;

- d. For one (1) shift reassignment for the purpose of administering the annual health screening program;
- e. For probationary officers and probationary supervisors;
- f. For voluntary exchanging of work assignments with another employee of equal rank, with the approval of the Chief of Police or his designee, provided that the exchange shall not cause any additional expense for the Town.

Probationary officers and probationary supervisors shall be assigned to work assignments by the Chief of Police or his designee, consistent with the needs of the Department. The Chief of Police or his designee may assign probationary employees to any work assignment for periods of at least two (2) weeks at a time. These assignments may be changed at any time by agreement between the Chief of Police and the employee, or changed by the Chief of Police with at least fourteen (14) days notice to probationary employees.

Members failing to submit a work assignment request shall be assigned at the discretion of the Deputy Chief, Operations Bureau, after all submitted requests have been processed.

Members who anticipate being absent from duty during the entire 21-day bidding period due to vacation, leave of absence, suspension, military duty, etc., may submit a bid request to the Deputy Chief, Operations Bureau, prior to their departure from duty on their last regularly scheduled working day.

Bid forms and appropriate informational material shall be mailed to members absent from duty for extended periods due to Departmental training, a protracted period of illness, or as the result of an on-the-job injury, if their return to duty is anticipated to occur prior to the completion of the first fifty-six (56) days of the bid year.

In order to participate in the bid process, employees who are absent from duty due to illness or injury shall be required to produce certification from a physician that they shall be returning to duty within fifty-six (56) days of the start of the upcoming bid year.

Employees who did not participate in the bid process who return to duty from an extended absence after the completion of the bidding process or the start of the bid year may be assigned by the Chief of Police or his designee to any work assignment for the remainder of that bid year.

12. If the bidding process results in a member working more than four (4) consecutive days during a transitional period, the member shall be required to work the additional day(s) without payment of overtime, provided that this results from the employee having been granted an assignment that was in the top one-half of his bid request.

13. When an employee is scheduled to work more than four (4) consecutive work days during a transitional period, the Deputy Chief, Operations Bureau may excuse the member from one or more scheduled work days if staffing permits, or may authorize the payment of overtime for the days in excess of four (4) within the pay period, or a combination of both approved absence and overtime, provided that the employee was granted an assignment that was in the bottom one-half of his bid request.

B. PROCEDURE

1. The Department shall provide bid forms to members of the Patrol Division on the dates required in the General Provisions section of this Appendix.
2. Once completed, bid forms shall reflect the following:
 - a. The bidding member's name and employee number;
 - b. The bidding member's rank;
 - c. The bidding member's date of appointment to the Department, or the member's date of rank, if above the rank of Officer.
 - d. The bidding member's choice of assignment, in numerical order of preference; (1 = First Choice, 2 = Second Choice, etc.);
 - e. The bidding member's signature and date of signing.
3. Completed forms shall be forwarded not later than the dates required in the General Provisions section of this Appendix to the office of the Deputy Chief, Operations Bureau. The Deputy Chief, Operations Bureau, or his designee, shall process the submitted forms as follows:
 - a. Establish the bidding order:
 - i. Sort the forms by rank.
 - ii. Within a given rank, sort the forms by descending order of seniority.
 - b. Beginning with the most senior member of each rank, make work assignments, based upon the submitted bid form.
 - i. Whenever possible, a member's first choice of assignment shall be honored.
 - ii. When a member's first choice cannot be honored, then the work assignment shall be made by proceeding in descending numerical order through the member's submitted requests until the first match is made between the request and a vacant work assignment.
4. Upon completion of the bidding process, and not later than the dates specified in the General Provisions section of this Appendix, the Deputy Chief, Operations Bureau, or his designee, shall post the results of the bidding process. The posting shall reflect each member's Platoon and Squad work assignment.

SHIFT BIDDING

SAMPLE BID FORM - SUPERVISORS

Name: _____

Employee Number: _____

Rank: _____

Date of Rank: ____ / ____ / ____

Lieutenants:

"A" Platoon _____ "B" Platoon _____ "C" Platoon _____

Sergeants:

"A" Platoon

1st Squad _____ (A1) 2nd Squad _____ (A2)

3rd Squad _____ (A3) 4th Squad _____ (A4)

"B" Platoon

1st Squad _____ (B1) 2nd Squad _____ (B2)

3rd Squad _____ (B3) 4th Squad _____ (B4)

"C" Platoon

1st Squad _____ (C1) 2nd Squad _____ (C2)

3rd Squad _____ (C3) 4th Squad _____ (C4)

OFFICE USE ONLY

Work Assignment: _____ Choice #: _____

Employee Number of Person Making Assignment: _____

SHIFT BIDDING

SAMPLE BID FORM - OFFICERS

Name: _____

Employee Number: _____

Rank: _____

Date Appointed: ____ / ____ / ____

Officers:

“A” Platoon [LT _____]

Squad A1 [SGT _____] _____ Squad A2 [SGT _____] _____

Squad A3 [SGT _____] _____ Squad A4 [SGT _____] _____

“B” Platoon [LT _____]

Squad B1 [SGT _____] _____ Squad B2 [SGT _____] _____

Squad B3 [SGT _____] _____ Squad B4 [SGT _____] _____

“C” Platoon [LT _____]

Squad C1 [SGT _____] _____ Squad C2 [SGT _____] _____

Squad C3 [SGT _____] _____ Squad C4 [SGT _____] _____

OFFICE USE ONLY

Work Assignment: _____ Choice #: _____

Employee Number of Person Making Assignment: _____

Comments:

WORK SCHEDULE

"A" Platoon

Work Days: T/W/T/F or F/S/S/M

Common Day: Friday

Days Off: S/S/M or T/W/T

LT _____

Squad A1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad A4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

WORK SCHEDULE

"B" Platoon

Work Days: T/W/T/F or S/S/M/T

Common Day: Tuesday

Days Off: S/S/M or W/T/F

LT _____

Squad B1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad B4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

WORK SCHEDULE

"C" Platoon

Work Days: M/T/W/T or T/F/S/S

Common Day: Thursday

Days Off: F/S/S or M/T/W

LT _____

Squad C1

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C3

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C2

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

Squad C4

SGT _____

OFF _____

OFF _____

OFF _____

OFF _____

OFF _____

DAILY WORK SHEET
"A" Platoon - DD/MM/YY

LT _____

Squad A1

SGT _____
OFF _____
OFF _____
OFF _____
OFF _____
OFF _____

Squad A3

SGT _____
OFF _____
OFF _____
OFF _____
OFF _____
OFF _____

Squad A2

SGT _____
OFF _____
OFF _____
OFF _____
OFF _____
OFF _____

Squad A4

SGT _____
OFF _____
OFF _____
OFF _____
OFF _____
OFF _____

Overtime

APPENDIX H
EAST HARTFORD CENTURY PREFERRED MEDICAL PLAN

	In Network You pay:	Out-of-Network You pay:
Office Visit (OV) Copayment	\$5	Deductible & Coinsurance
Hospital (HSP) Copayment	\$0	Deductible & Coinsurance
Urgent Care (UR) Copayment	\$25	Not covered
Emergency Room (ER) Copayment – waived if admitted	\$25	\$25
Outpatient Surgery (OS) Copayment	\$0	Deductible & Coinsurance
Annual Deductible (individual/2-member family/3+ member family)	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Out-of-Pocket Maximum (individual/2-member family/3+ member family)		\$1,000/\$2,000/\$2,500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Charge	Deductible & Coinsurance
Periodic, routine health examinations*	No Charge	
Routine eye screenings – one exam every two calendar years	OV Copayment	
Routine OB/GYN visits – one exam per year	No Charge	
Mammography*	No Charge	
Hearing screening – one exam every two calendar years	OV Copayment	

MEDICAL CARE

Primary care office visits	OV Copayment	Deductible & Coinsurance
Specialist consultations	OV Copayment	
OB/GYN care	OV Copayment	
Maternity care – initial visit subject to copayment, no charge thereafter	OV Copayment	
Laboratory	No charge	
X-ray and Diagnostic Testing	No charge	
Allergy Services	OV Copayment	
<i>Office visits/testing</i>	No charge	
<i>Injections—80 within 3 years</i>	No charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	NO Copayment	Deductible & Coinsurance
Maternity and newborn care	NO Copayment	
Skilled nursing facility – up to 120 days per calendar year	NO Copayment	
Rehabilitative services – up to 60 days per person per calendar year	NO Copayment	
Outpatient surgery – in a hospital or surgi-center	NO Copayment	

EMERGENCY CARE

Walk-in centers	OV Copayment	Deductible & Coinsurance
------------------------	--------------	-----------------------------

Urgent care – <i>at participating centers only</i>	UR Copayment	Not covered
Emergency care – <i>copayment waived if admitted</i>	ER Copayment	ER Copayment
Ambulance	Covered	Covered

OTHER HEALTH CARE

Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST and Chiropractic services per member per calendar year</i>	No Copayment	Deductible & Coinsurance
Prosthetic devices	Unlimited	
Durable medical equipment	Unlimited	

PRESCRIPTION DRUGS thru EXPRESS SCRIPTS

Generic	\$5 retail up to 34 day supply	No-copay, mail order up to 100 day supply
Listed Brand	\$10 retail up to 34 day supply	No co-pay, mail order up to 100 day supply
Maximum per calendar year, per person. Cap thru ESI. Once cap is met, submit to Anthem as 'out-of-network', subject to deductible & coinsurance	\$5,000	\$200 deductible, 80% coinsurance

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient -Unlimited	No charge	Deductible & Coinsurance
Outpatient/office visits -Unlimited	OV Copayment	

*** Schedule of health examinations:**

- AGE 0 UP TO AGE 1-7 VISITS
- AGE 1 UP TO AGE 5-7 VISITS
- AGE 5 UP TO AGE 12- 1 EVERY YEAR
- AGE 12 UP TO AGE 22- 1 EVERY YEAR
- 22+ 1 EVERY YEAR

Note: In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied. Please refer to the brochure in your enrollment kit for information on the discounts we offer on health-related services and products.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

APPENDIX H-1
EAST HARTFORD RETIREE PPO MEDICAL PLAN

	In Network You pay:	Out-of- Network You pay:
Annual Deductible (<i>individual/2-member family/3+ member family</i>)	Not applicable	\$200/\$400/\$500
Coinsurance		20% after deductible up to
Out-of-Pocket Maximum (<i>individual/2-member family/3+ member family</i>)	Federal limits	\$1,000/\$2,000/\$2,500
Lifetime Maximum	Unlimited	Unlimited

PREVENTIVE CARE

Well child care*	No Charge	Deductible & Coinsurance
Periodic, routine health examinations*	No Charge	
Routine eye exams – <i>one exam every two calendar years**</i>	No Charge	
Routine OB/GYN visits – <i>one exam per year</i>	No Charge	
Mammography <i>1 baseline age 35 – 39 years</i> <i>1 screening per year age 40+</i> <i>Additional exams when medically necessary</i>	No Charge	
Hearing screening – <i>one exam every two calendar years**</i>	No Charge	

****Hearing and vision exams that are rendered by any provider other than your PCP will take an OV copayment**

MEDICAL CARE

Primary care office visits	\$10	Deductible & Coinsurance
Specialist consultations	\$20	
OB/GYN care	\$20	
Maternity care – <i>initial visit subject to copayment, no charge thereafter</i>	\$20	
Laboratory – hospital based	\$25	
Laboratory – free standing	No Charge	
X-ray and Diagnostic Testing	No Charge	
High cost radiology services \$375 max	\$50	
Allergy Services <i>Office visits/testing</i>	\$20	
<i>Injections—80 within 3 years</i>	No Charge	

HOSPITAL CARE – Prior authorization required.

Semi-private room	\$250	Deductible & Coinsurance
Maternity and newborn care	\$250	
Skilled nursing facility – <i>up to 120 days per calendar year</i>	No Charge	
Rehabilitative services – <i>up to 60 days per person per calendar year</i>	No Charge	
Outpatient surgery – <i>in a hospital</i>	\$150	
Outpatient surgery – <i>in an ambulatory center</i>	\$50	
Home Health Care – <i>200 visits with a combined max of 80 HHA visits</i>	No Charge	

EMERGENCY CARE

	In Network You pay:	Out-of- Network You pay:
Walk-in centers	\$10	Deductible & Coinsurance
Urgent care – <i>at participating centers only</i>	\$50	Not covered
Emergency care – <i>co-payment waived if admitted</i>	\$100	\$100
Ambulance	No Charge	No Charge

OTHER HEALTH CARE

Outpatient rehabilitative services <i>60 visit maximum for PT, OT, ST & Chiropractic services per member per calendar year</i>	\$10	Deductible & Coinsurance
Prosthetic Devices - <i>unlimited</i>	No Charge	
Durable Medical Equipment – <i>unlimited</i>	No Charge	
Ostomy Supplies	No Charge	
Infertility – <i>subject to mandated benefits – cycle restrictions apply</i>	\$25	
Specialized infant formula (<i>State Mandate</i>)	No Charge	

MENTAL HEALTH/SUBSTANCE ABUSE CARE

Inpatient hospital per stay	\$250	Deductible & Coinsurance
Outpatient office visits including substance abuse	\$10	

PRESCRIPTION DRUGS

Generic – retail 30 day supply	\$10
Mail Order 90 day supply	\$20
Listed Brand – retail 30 day supply	\$20
Mail Order 90 day supply	\$40
Non-Listed Brand -- retail 30 day supply	\$30
Mail Order 90 day supply	\$60
Maximum per calendar year per person thru ESI	\$5000
Once cap is met, submit to Anthem as out-of-network, subject to deductible and co-insurance	\$200 deductible – 20% coinsurance to max Out-of-Pocket

Age Maximum 26 years

*** Schedule of health examinations:**

7 exams birth to one

7 exams 1 to 5

One every year 5+

Note: In situations where the member is responsible for obtaining the necessary precertification or prior authorization and fails to do so, benefits may be reduced or denied.

This does not constitute your health plan or insurance policy. It is only a general description of the plan. The following are examples of services NOT covered by your Century Preferred Health Plan. Please refer to your Certificate/Evidence of Coverage/Summary Booklet for more details: surgical treatment for morbid obesity, Cosmetic surgeries and services; custodial care; genetic testing; hearing aids; refractive eye surgery; services and supplies related to, as well as the performance of, sex change operations; surgical and non-surgical services related to TMJ syndrome; travel expenses; vision therapy; services rendered prior to your contract effective date or rendered after your contract termination date; and workers' compensation.

This is a summary of benefits and is by its nature limited in detail and scope. Refer to the Plan Document for full details of coverage.

APPENDIX H-2

EAST HARTFORD POLICE
HDHP SCHEDULE OF BENEFITS

Effective July 1, 2014 – ANTHEM LUMENOS

COVERED SERVICE	IN-NETWORK SERVICES	OUT-OF-NETWORK SERVICES
Covered Person Plan Year Deductible	\$1,500 single * \$3,000 family **	
Covered Person Coinsurance	Not Applicable	20%
Covered Person Plan Year Out-of-Pocket Limit	\$1,500 single*** \$3,000 family****	\$4,000 single*** \$8,000 family****
* Applies to Prescription Drug Copayments		
Lifetime Maximum	Unlimited	Unlimited

***Single Deductible** – The Deductible must be satisfied before any Covered Services are paid by the Plan except for Preventive Services which are not subject to the Deductible.

****Family Deductible** – The family Deductible must be satisfied before any Covered Services are paid by the plan except for Preventive Services which are not subject to the Deductible. The family Deductible may be satisfied by one Covered Person or all members of the family collectively.

*****Single Out-of-Pocket Limit** – Once the Member Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Covered Person for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.

******Family Out-of-Pocket Limit** – Once the family Out-of-Pocket Limit is satisfied, no additional Coinsurance will be required for the Family for the remainder of the benefit period except for Out-of-Network Human Organ and Tissue Transplant services.

In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not accumulate toward each other.

PREVENTIVE SERVICES		
Well Child Care	No Cost-Share	Deductible & Coinsurance
Adult Physical Examinations	No Cost-Share	Deductible & Coinsurance
Other Preventive screenings including but not limited to: Routine gynecological care: pap smear and pelvic exam, Prostate screening, Mammography screening, colorectal cancer screening, flexible sigmoidoscopy, colonoscopy, total cholesterol screening, lipid screenings and panels, diabetic screening (See Preventive Services in the Covered Services section for additional information)	No Cost-Share	Deductible & Coinsurance
Immunizations and Vaccinations (Other than those needed for travel, see OTHER MEDICAL SERVICES section of the Schedule of Benefits)	No Cost-Share	Deductible & Coinsurance
HOSPITAL SERVICES		
All Inpatient Admissions	Deductible	Deductible & Coinsurance
Specialty Hospital 100 days per Member per Calendar Year	Deductible	Deductible & Coinsurance
Outpatient Surgery (Including colonoscopy) Note: See Other Medical Services section also, for Outpatient Surgery rendered in an ambulatory surgical center	Deductible	Deductible & Coinsurance
DIAGNOSTIC SERVICES		
Diagnostic, Laboratory and X-ray Services	Deductible	Deductible & Coinsurance
High Cost Diagnostic Tests MRI, MRA, CAT, CTA, PET, and SPECT scans	Deductible	Deductible & Coinsurance
THERAPY SERVICES		
Outpatient Rehabilitation Outpatient rehabilitative and restorative physical, occupational, speech and chiropractic therapy for up to 60 combined visits per Calendar Year	Deductible	Deductible & Coinsurance
Other Therapy Services: Outpatient cardiac rehabilitation therapy Radiation therapy: Chemotherapy for the treatment of cancer Electroshock Therapy Kidney Dialysis in a Hospital or free-standing dialysis center	Deductible	Deductible & Coinsurance

Allergy Office Visit/Testing	Deductible	Deductible & Coinsurance
Allergy Injections Immunotherapy or other therapy treatments	Deductible	Deductible & Coinsurance
MEDICAL EMERGENCY/URGENT CARE SERVICES		
Emergency Room Treatment Emergency Room Cost-Share waived if the Member is admitted directly to the Hospital from the emergency room	Deductible	Deductible
Urgent Care Services	Deductible	Paid as In-Network Emergency Room
Ambulance Land & Air: Paid according to the Department of Public Health Ambulance Service Rate Schedule	Deductible	Deductible
PHYSICIAN MEDICAL/SURGICAL SERVICES		
Medical Office Visit	Deductible	Deductible & Coinsurance
Surgical Services Performed by a Surgeon or Physician (Specialist) in any setting other than an Office Visit	Deductible	Deductible & Coinsurance
Non-Surgical Services of a Physician or Surgeon (Other than a medical office visit) These services may include after care or attending medical care	Deductible	Deductible & Coinsurance
MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES		
Outpatient Treatment for Mental Health Care and Substance Abuse Care	Deductible	Deductible & Coinsurance
Inpatient Hospital Services In a Hospital or Residential Treatment Center for Mental Health Care	Deductible	Deductible & Coinsurance
Inpatient Rehabilitation Treatment for Substance Abuse Care In a Hospital or Substance Abuse Treatment Facility	Deductible	Deductible & Coinsurance
OTHER MEDICAL SERVICES		
Outpatient Surgery In a licensed ambulatory surgical center (not located in a Hospital setting) (including colonoscopy) Note: See the Hospital Services section also for Outpatient Surgery rendered in a Hospital setting.	Deductible	Deductible & Coinsurance
Skilled Nursing Facility Up to 120 days per Calendar Year	Deductible	Deductible & Coinsurance
Immunizations and Vaccinations for Travel	Deductible	Deductible & Coinsurance

<p>Prescription Drugs:</p> <p>Retail Pharmacy: The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Diabetic equipment, drugs and supplies</p> <p>Specialty Pharmacy The maximum supply of a Specialty Drug for which benefits will be provided when dispensed under any one prescription is a 30 day supply.</p> <p>Mail Order Prescription Drug Program The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is a 1-90-day supply.</p> <p>Diabetic drugs and supplies</p>	<p style="text-align: center;">Deductible & then:</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$25 Copay per Covered Drug Tier 3 \$40 Copay per Covered Drug</p> <p>Tier 1 \$10 Copay per Covered Drug Tier 2 \$50 Copay per Covered Drug Tier 3 \$80 Copay per Covered Drug</p>	<p style="text-align: center;">Deductible & Coinsurance per prescription</p> <p style="text-align: center;">Deductible & Coinsurance per prescription</p> <p style="text-align: center;">Deductible & Coinsurance per prescription</p>
<p>Human Organ and Tissue Transplant Services Unlimited maximum</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p>
<p>Home Health Care (Including In-Home Hospice Care)</p> <p>Nursing and therapeutic services limited to 200 visits</p> <p>In the Home Hospice Medical Social Services under the direction of a Physician Up to \$420.</p>	<p style="text-align: center;">Deductible</p> <p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p> <p style="text-align: center;">Deductible & Coinsurance</p>
<p>Infusion Therapy Unlimited lifetime maximum</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p>
<p>Durable Medical Equipment and Prosthetic Devices</p> <p>Hearing Aid Coverage Available for dependent children age 12 years and under</p> <p>Diabetic equipment, and supplies</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & 50% Coinsurance</p>
<p>Ostomy Related Services</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & 50% Coinsurance</p>
<p>Hospice Care (inpatient)</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p>
<p>Wig Up to \$500 maximum per Member per Calendar Year.</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p>
<p>Specialized Formula</p>	<p style="text-align: center;">Deductible</p>	<p style="text-align: center;">Deductible & Coinsurance</p>

Infertility Services Please see Maternity/Family Planning Section of this document		
Office Visit	Deductible	Deductible & Coinsurance
Outpatient Hospital	Same as Hospital Outpatient Cost-Share	Deductible & Coinsurance
Inpatient Hospital	Same as Hospital Inpatient Cost-Share	Deductible & Coinsurance
Infertility Drugs The maximum supply of a drug for which benefits will be provided when dispensed under any one prescription is 30 day supply	Deductible	Deductible & Coinsurance
Maternity	Deductible	Deductible & Coinsurance

Note: Out of Network services applicable after Deductible and Coinsurance. Covered Person is responsible for the difference between Maximum Allowable Amount (MAA) and total charge.

APPENDIX H-3

DENTAL PLAN

Benefit Description - Triple Option Program

	PPO In Network No Deductible	Flex <u>Premiere</u> Dental \$50 Deductible*	Out of Network \$200 Deductible
Unlimited Annual Maximum			
Benefit	Coinsurance	Coinsurance	Coinsurance
Preventive Services	100%	100%	80%
Prophylaxis	100%	100%	80%
Oral Hygiene Instruction (included with oral evaluation)	100%	100%	80%
Fluoride Treatment	100%	100%	80%
Space Maintainers	100%	100%	80%
Sealants	100%	100%	50%
Diagnostic Services	100%	100%	70%
Oral Evaluation	100%	100%	70%
Radiographs	100%	100%	70%
Pulp Vitality Test (included with oral evaluation)	100%	100%	70%
Restorative Services	100%	100%	50%
Amalgam Fillings	100%	100%	50%
Resin Fillings**	100%	100%	50%
Endodontics	100%	80%	50%
Root Canal	100%	80%	50%
Apicoectomy	100%	80%	50%
Oral Surgery			
Simple Extractions	100%	100%	50%
Surgical Extractions & Impaction	50%	50%	50%
Treatment of Fractures & Dislocations	50%	50%	Not Covered
General Services			
Consultation	60%	50%	Not Covered
General Anesthesia	60%	50%	Not Covered
Emergency Treatment	100%	100%	50%
Periodontics	50%	50%	Not Covered

	PPO In Network No Deductible	Flex Premiere Dental \$50 Deductible*	Out of Network \$200 Deductible
Unlimited Annual Maximum			
Benefit	Coinsurance	Coinsurance	Coinsurance
Gingival Curettage	50%	50%	Not Covered
Gingivectomy or Gingivoplasty	50%	50%	Not Covered
Osseous Surgery	50%	50%	Not Covered
Mucogingival Surgery	50%	50%	Not Covered
Management of Acute Infection and Oral Lesions	50%	50%	Not Covered
Prosthodontics	50%	Not Covered	Not Covered
Dentures, Full and Partial	50%	Not Covered	Not Covered
Crowns, Bridges, Fixed and Removable	50%	Not Covered	Not Covered
Addition of Teeth to Partial Denture to Replace Extracted Teeth	50%	Not Covered	Not Covered
Inlays, Onlays, and Crowns not Part of Bridge	100%	50%	Not Covered
Repair of Dentures	100%	100%	Not Covered
Orthodontia \$1,000 Lifetime Maximum. 372A	50%	50%	Not Covered

Duration of coverage for non-spouse Dependents pursuant to Article XVII, Section 1(c).

* ~~Flex~~ **Premiere** dental deductible does not apply to Preventive Services.

** Benefits will be available for resin (synthetic) fillings on anterior or bicuspid teeth only. For resin fillings on molar teeth, the member coinsurance obligation will increase. Benefits will be provided in an amount equal to the Maximum Allowable.

APPENDIX H-4

EAST HARTFORD POLICE
BLUE VIEW VISION PLAN
SCHEDULE OF BENEFITS

BENEFIT PERIOD	Calendar Year
DEPENDENT AGE LIMIT	To the end of the month after which the child attains age 26.

COVERED SERVICES	COPAYMENTS/MAXIMUMS	
	Network Providers	Out-of-Network Providers
Prescription Lenses		
Standard: (including factory scratch coating, polycarbonate lenses for children under 19 years old and Photochromic lenses for children under 19 years old)		
Basic Lenses (pair)		
Single Vision lenses	\$25 Copayment	Reimbursed up to \$36
Bifocal lenses	\$25 Copayment	Reimbursed up to \$54
Trifocal lenses (limited to one set of lenses per calendar year).	\$25 Copayment	Reimbursed up to \$69
Frames		
(Limited to one frame per calendar year)	\$130 retail amount, then 20% off any remaining balance	Reimbursed up to \$64
Prescription Contact Lenses (traditional or disposable)		
Non-Elective Contact Lenses (availability once every calendar year)	Covered in full	Reimbursed up to \$210
Elective Contact Lenses (in lieu of eyeglass lenses allowances) (availability once every calendar year)	\$130 retail amount	Reimbursed up to \$105
Note: If you elect covered Non-Elective Contact Lenses or Elective Contact Lenses within one calendar year period, no benefits will be available for covered lenses and frames until the next calendar year period.		

Laser Vision Correction Services:

Participating Lasik/photorefractive keratectomy PRK surgical centers offer a discounted rate for Members enrolled under this plan. You are responsible for any remaining charges.

The Schedule of Benefits is a summary of the amount of benefits Anthem will pay when you receive Covered Services from a Provider. Please refer to the Covered Services Section of the Summary Plan Description for a more complete explanation of the specific vision services covered by the plan. All covered services are subject to the conditions, exclusions, limitations, terms and provisions of the Certificate including any attachments or riders.

No prior authorization is required to receive covered vision services.

APPENDIX I
HEALTH BENEFIT OPT-OUT FORM

Employee Name _____ Date of Form Completion _____
Department _____ Effective Date of Cancellation _____

Statement of Election to Participate in Town of East Hartford
Health Benefit Opt-Out Program

I elect to cancel my health insurance (but not dental insurance) with the Town of East Hartford. The health plan that I will be covered under is offered through _____
(name of company offering program).
The name of the health insurance carrier providing my insurance coverage is _____

This plan covers: my spouse my family and myself (check all that apply).

Attached is documentation of my enrollment in the above plan.

In exchange for opting-out of health insurance, I elect to receive a cash payment (~~totaling \$1,000 for individual employee coverage, \$1,250 for employee plus one dependent coverage, or \$1,500 for employee plus family coverage, or on or after July 1, 2019, totaling \$1,700 for individual employee coverage, \$1,950 for employee plus one dependent coverage, or \$2,200 for employee plus family coverage~~) to be paid in quarterly installments in October, January, April, and July. I understand that by accepting the opt-out program, I am no longer covered by the Town's health insurance program. However, I will continue to be covered by the Town's dental insurance program.

Employee Name PRINT _____ Date _____

Employee Signature _____

APPENDIX J
COMPENSATORY TIME LEAVE

a) Full Shift Patrol Comp Day Leave:

~~The Town will grant full shift Comp Day Leave to any requesting officers per shift, up to and including (one) 1 shift absence that results in hiring a replacement officer. Advance notice of not less than 18 hours is required, unless waived by a Deputy Chief, for the one (1) full shift of Comp Day Leave that would require overtime replacement. Once the shift absence for Comp Day Leave requiring replacement has been granted, no additional Comp Day Leave will be granted without the approval of the Operations Bureau Deputy Chief.~~

Once the minimum staffing for each shift (8) is reached, vacation day, vacation week, compensatory time and earned leave will be granted to employees putting in for same pursuant to the Collective Bargaining Agreement until a minimum staffing of four (4) scheduled members is reached. Thereafter, vacation day, vacation week, compensatory and earned time will be denied.

b) Partial Shift Patrol Comp Hours Leave:

1. The Town will grant partial shift Comp Hours Leave to any requesting officers per shift until the minimum eight (8) Officers are scheduled. The taking of compensatory hours in the middle of a shift will be allowed only at the discretion of the Watch Deputy Chief based on needs of the department. Once only eight (8) officers remain scheduled, partial shift Comp Hours will be allowed only at both the beginning and the end of a shift. Only one officer will be hired on overtime to cover Comp Hours (beyond the 1½ hour overlap period) granted at the beginning of each shift and only one officer will be hired on overtime at the end of each shift. An officer volunteer from the shift being relieved will extend and/or an officer from the following shift will come in early to cover the Comp Hours Leave. This partial shift Comp Hours replacement hiring will be done with seniority determining who is first offered the overtime hours to cover the absence. If no officer volunteers to either extend or come in early, the Comp Hours Leave will be cancelled or not granted. No ordering-in will occur to cover Comp Hours Leave.
2. More than one (1) person may be allowed to take partial shift Comp Hours during the overlap period. The Watch Deputy Chief for the off-going shift shall assume responsibility for adequate staffing and shall retain the current right to restrict this Leave to maintain such staffing levels.
3. The 18 hour advance notice requirement does not apply to partial shift Comp Hours Leave.

c) Non-Patrol Compensatory Leave

For any Division where there is no mandatory staffing level, Compensatory Leave may be taken when the officer's absence will not affect the quality of service delivered to the public or the department.

d) Training Sessions

During a scheduled Training Session, requests may be made for Compensatory Leave for exceptional needs, but will require the approval of the Training Division Supervisor to ensure that mandatory areas of training are met by all officers.

e) Accrued Leave, General Rules:

~~The current practice for Leave, other than compensatory time, will continue, for example:~~

- ~~• 1 person will be allowed to be on Vacation Week Leave for each 5 man subset of each squad or 2 people off for each 10 person grouping. Vacation Weeks will take precedence over Vacation Days.~~
- ~~• 1 Officer hired on OT for a Vacation Day.~~
- ~~• 1 Officer hired on OT for an Earned Day.~~
- ~~• 1 Officer hired on OT for a Comp Day.~~
- ~~• 1 Officer hired on OT to cover partial shift Comp Hours at the beginning of a shift.~~
- ~~• 1 Officer hired on OT to cover partial shift Comp Hours at the end of a shift.~~

f) Compensatory Time Accrual vs. Overtime Pay

Compensatory time may be accrued instead of overtime pay, at the officer's discretion, for all overtime that is not reimbursed by a third party or by a grant. Compensatory Time earned is returned at a time and one half rate.

1. Compensatory Time Always Allowed (Examples)

- Normal duty (the usual police work that results in overtime e.g. shift extension, call back, etc.)
- Memorial Day
- Riverfest
- Podunk festival
- Chili festival
- Court Time
- DMV Hearings

2. Compensatory Time Not Allowed (Examples)

- UConn Football Games, Stadium Events
- Federal or State Grants

3. Other

- Other Special Events, Strikes, Natural Disasters – Management reserves the right to allow Compensatory Time or pay OT regardless of whether or not 3rd party or grant funded.

g) Other Considerations:

- Management reserves the right to pay officers for the amounts of compensatory time accrued in excess of 200 hours in the event that staffing levels prohibit taking the compensatory time in a timely and fair manner.
 - Employees will not be ordered to or forced to use compensatory time.
 - Overtime pay will be substituted for all denied requests of compensatory time.
- h) All compensatory issues (i.e. use, accrual, etc.) will be resolved through the parameters outlined in this agreement. All applicable Federal and State Laws still apply to areas where this agreement is silent. However, the Town and Union agree, that as of this date, the Law permits the parties to enter into the above as an enforceable agreement.

APPENDIX K

MEMORANDUM OF UNDERSTANDING

WHEREAS, EHPOA and the Town of East Hartford engaged in negotiations of a successor Collective Bargaining Agreement for the period commencing July 1, 2007;

WHEREAS, the Town and the Union agreed in the negotiations to extend the timeline for filing a grievance at the first and second step of the grievance procedure under Article XXIII in consideration for this Memorandum of Understanding.

NOW, therefore, in exchange for the Town's agreement to extend the filing deadlines and the other mutual covenants, promises, and agreements contained herein, the parties hereby agree as follows:

1. The Union will place, on the official Union Grievance Form, which has heretofore been used by the Union for filing grievances with the Town, the following notation:

If this grievance is signed by other than a member of the Executive Board of EHPOA, the Grievant hereby certifies that he/she has delivered a copy of this grievance to Employee Number _____ this _____ day of _____, 20__.

Grievant

2. The lack of, or any defect in, the certification referenced in the preceding paragraph on a grievance form shall not, in any way, form the basis of a challenge by the Town to the processing of the grievance including but not limited to any claim in regard to arbitrability.
3. This agreement for the inclusion of the certification contained in paragraph 2 above shall not exclude EHPOA from otherwise revising its grievance form.

Dated at East Hartford this _____ day of _____, 2007.

East Hartford Police Officers' Association

Town of East Hartford

By: _____

By: _____

APPENDIX L
ATTESTATION FOR \$250 WELLNESS REWARD

THE ORIGINAL FORM SHOULD BE SUBMITTED DIRECTLY TO:
Sandy Franklin, Human Resources
740 Main Street
East Hartford, CT 06108

ANNUAL ROUTINE PHYSICAL EXAM FORM

Each employee covered by a Town of East Hartford High Deductible Health Plan has been asked to have an annual routine physical examination performed during the calendar year. This routine physical should consist of the items listed below as deemed appropriate by the employee's primary care provider.

Once the exam is complete, please sign and date this form and return it to the patient so they may turn it in to HR. You may also mail the form directly. Please do not fax the form – we need the original signature. Please provide the employee with biometrical results of their exam and lab work. They may use this information to complete an online Health Risk Assessment with Anthem.

The Routine Physical Exam Should Include the Following:

- ❖ Preventive Physical Exam, which includes medical and family health history, assessment of lifestyle (diet, stress, exercise, etc.) general system examination (heart, lungs, throat, thyroid, ears, skin, joints, etc). and measurement of height and weight
- ❖ Routine blood pressure and urine screenings
- ❖ Cholesterol and lipid level screenings
- ❖ Blood glucose screening
- ❖ Eye chart vision screening
- ❖ Immunizations (tetanus every ten years, others as appropriate)
- ❖ Pelvic examination, Pap Smear, and Mammography screenings
- ❖ Prostate examination and prostate specific antigen blood test (PSA) (*males only*)
- ❖ Colorectal cancer screening

You, as the health care provider will determine which one of several types of screenings is most appropriate and at what age it should be done. **I certify that I performed a routine physical exam on Town of East Hartford employee:**

EMPLOYEE NAME _____

and that the exam included appropriate screenings.

Physician's Name: _____

Date of Physical: _____

Physician's Signature: _____

PUBLIC NOTICE

PUBLIC NOTICE LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on February 1, 2022 @ 7:00pm in Town Council Chambers as well as via the Teams platform, to hear public comment on the following:

1. the sale of a 1' wide strip of land along Congress Street as shown on a map entitled "N/F Town of East Hartford see Volume 574, page 247 (parcel 2) 1' wide reserved strip of land along Congress Street"; and
2. the sale of 550-560 Burnside Avenue by the East Hartford Redevelopment Agency to Habitat for Humanity of North Central Connecticut, Inc.

Any person(s) wishing to express an opinion on this matter may do so at this meeting.

Jason Marshall
Town Council Clerk

Journal Inquirer
January 18, 2022
January 25, 2022

Attenello, Angela

From: Wilson, Douglas
Sent: Tuesday, January 18, 2022 2:38 PM
To: Attenello, Angela
Cc: McGrane, John; Gentile, Richard; Lawlor, John
Subject: Congress Street - Public Hearing Sign Posted

Signs for the public hearing were posted on the east and west ends of Congress Street around 1:40 pm today:



2022/01
41.7718° N

324
East Hartford



2022/01
41.7785° N

567
East Hartford

PUBLIC HEARING
ON THE SALE OF THIS
PROPERTY BEFORE THE
TOWN OF EAST HARTFORD
TOWN
COUNCIL
TIME: 7PM
DATE: 01-22
PLACE: TOWN HALL COUNCIL CHAMBERS
FOR INFO. CALL
860-291-7208

**CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT**

AGREEMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the ____ day of February, 2022, by and between the East Hartford Redevelopment Agency, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), established pursuant to Chapter 130 of the General Statutes of Connecticut, as amended (hereinafter called "Urban Renewal Act") and having its office at East Hartford Town Hall, 740 Main Street in the Town of East Hartford, (hereinafter called the "Town"), County of Hartford, and State of Connecticut 06108 and Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc., a Connecticut Corporation, having an address at 780 Windsor Street, Hartford, CT 06120 (hereinafter called the "Redeveloper").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of substandard, deteriorating or blighted areas in the Town, and in this connection is engaged in carrying out an urban renewal project known as the "Burnside Avenue Redevelopment Plan" (hereinafter called the "Plan" or "Project") in the area described in the Plan (hereinafter called "Project Area"); and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency a plan for the Project, approved by the Agency on August 25, 1997, and approved by the

Town Council of the Town on September 2, 1997, and recorded on the East Hartford Land Records (as it may hereafter be amended from time to time, hereinafter called "Urban Renewal Plan");

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area, known as 550-560 Burnside Avenue and more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the Agreement and the Urban Renewal Plan, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement are in the vital and best interests of the Town and the health, safety, morals, and welfare of its residents.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC.1 SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefore the sum of one hundred thousand and No /100s Dollars (\$100,000),

hereinafter called "Purchase Price", to be paid by wire transfer, bank cashier's check, or certified check simultaneously with the delivery of the deed.

SEC.2 CONVEYANCE OF PROPERTY.

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject only to the following:

(i) Any and all easements for utilities, both public and private, sewers, water lines, streets and rights-of-way, as are contained in the Urban Renewal Plan;

(ii) Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plan;

(iii) All provisions of any zoning ordinances enacted by the Town and any and all other provisions of municipal ordinances, regulations or public or private laws. The Agency will not create any further such easements, reservations, encumbrances or restrictions without consent of the Redeveloper; and

(iv) Any further matters to which the Property may be subject as set forth in Schedule B, attached hereto and made a part hereof.

The above-described title to the Property to be conveyed shall hereinafter be referred to as "Title" and the above-described exceptions to title to the Property shall hereinafter be referred to as the "Permitted Exceptions."

(b) Marketable Title.

(i) If Agency is unable to convey good and marketable title to the Property to Redeveloper as herein required on the Closing Date then, and in that event, Agency shall, at its option, have a further period of thirty (30) days within which to perfect title. If, at the end of said period, Agency is unable to convey good and marketable title to the Property free and clear of all encumbrances, except for the Permitted Encumbrances, then Redeveloper may elect to accept such title as Agency can convey, upon the payment of the Purchase Price, or may on that ground terminate this Agreement. Upon such termination of this Agreement, Redeveloper shall be entitled to receive the Deposit (as hereinafter defined), and neither party shall have any further rights or obligations hereunder, except for those specifically provided herein to survive such termination.

(ii) Agency shall be conclusively deemed unable to convey good and marketable title to the Property pursuant to this Agreement in the event Redeveloper's title insurance company is unwilling to issue, at regular rates and without collateral support from the Agency in the form of guarantees, escrow, etc., an owner's title insurance policy in the amount of the Purchase Price, insuring good and marketable title to the Property in Redeveloper or its assignee or nominee, as of the date of recording the Deed to be delivered at closing, without exceptions other than the Permitted Exceptions. In the event that the Agency is unable to deliver such good and marketable title, then Redeveloper may terminate this Contract by written notice to the Agency and all amounts held by the Agency as Deposit shall be promptly returned to Redeveloper.

(c) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper within sixty (60) business days after the date of this Agreement (the "Closing" or "Closing Date"). Evidence of a commitment for mortgage

PCL XL error

Subsystem: IMAGE

Error: ExtraData

Operator: ReadImage

Position: 716

Exhibit A

DECLARATION OF BURNSIDE HOPE CONDOMINIUM EAST HARTFORD, CONNECTICUT

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DECLARATION

Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation with an office in the City of Hartford, Connecticut hereby submits the property described in Exhibit A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Burnside Hope Condominium.

ARTICLE I

Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Exhibit A-2.

Section 1.3 - Association. Burnside Hope Homeowners Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut is the Association of Unit Owners created pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Burnside Hope Condominium.

Section 1.8 - Declarant. Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.13 - Driveway. The driveway which shall service each Unit shall be located immediately in front of the garage serving that Unit.

Section 1.14 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVI11.

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.16 - Executive Board. The Board of Directors of the Association pursuant to Chapter 602 of the Connecticut General Statutes, as amended to date.

Section 1.17 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.18 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 25.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.21 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.22 - Plans. The plans filed with this Declaration as Exhibit A-4, as they may be amended from time to time.

Section 1.23 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.24 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.25 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 - Survey. The survey filed with this Declaration as Exhibit A-3, as it may be amended from time to time.

Section 1.27 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.28 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest

Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Burnside Hope, which is a condominium.

Section 2.2 - Association. The name of the Association is Burnside Hope Homeowners Association, Inc.

Section 2.3 - Purpose of this Declaration. The purpose of this Declaration is to establish easements, covenants, rights, obligations and restrictions to enable the Community to be developed as a unified development for the benefit of all Unit Owners.

ARTICLE III

Description of Land

Section 3.1 - The Common Interest Community is situated in the Town of East Hartford, Connecticut and is located on land described in Exhibit A-1.

Section 3.2 - Declaration of Easements, Covenants, Rights, Obligations and Restrictions. Declarant hereby declares all of the Property as shown on the Survey (see Exhibit ___) and described on Exhibit A-1 shall be held, sold, and conveyed subject to the provisions of this Declaration which are made for the express benefit of the Declarant and the present and future owners of all or any portion of the Property. The easements, covenants, rights, obligations and restrictions contained in this Declaration shall run with the title to the Units or any portion of the Units and bind all parties having any right title or interest in any portion of the Property, their heirs, successors and assigns and shall inure to the benefit of the Declarant and each Unit Owner of any portion of the Property.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains no Units. The Declarant will create ten (10) Units.

Section 4.2 - Identification of Units. All Units are identified by number and are shown on the Survey or Plans or both.

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) A Unit shall comprise one of the separate and numbered Units which are designated on the Survey (A-3), Plans (A-4) and in the Table attached as Exhibit A-2 to this Declaration, excluding, however, all spaces and improvements lying below the plane formed by the upper surface of the unfinished concrete basement or concrete slab floor in garage areas in Residential Units, and excluding all spaces and improvements lying above

the plane formed by the upper most surface formed of ceiling joists on the uppermost level on each Unit, and excluding all spaces and improvements lying outside the plane formed by the interior surface of concrete basement walls and the plane formed by the interior surface of the interior sheathing of the exterior walls of each Unit and the plane formed by the center line of all interior partition walls between adjoining Units and excluding all spaces and improvements lying outside the undercoated and unfinished exterior surface of all window glass and exterior doors including any garage doors, and further excluding all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall, attic space or partition for the purpose of furnishing utility or similar services to other Units or Common Elements or both.

- (b) Inclusions: Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition running through any Unit for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, chimney, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited

Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

- (c) Stoops, steps, walkways and driveways at the entrance to each Unit and its attached garage, which provide access to less than all Units, the use of which is limited to the Unit to which it provides access.
- (d) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (e) Completed and screened sun porch serving one Unit, if the sun porch is not part of that Unit.
- (f) The Driveway located in front of the garage portion of each Unit is a limited common element servicing that Unit.
- (g) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. The Association shall be responsible for the clearing of snow from the roads and sidewalks, as well as the maintenance thereof. The Association shall also be responsible for the mowing of all grassed area in and around each of the units and all other common areas.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios, decks, and walkways, which are Limited Common Elements appurtenant to his or her Unit.

In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of any screened porch servicing that Unit, including but not limited to the screened portion of the porch, the roof, walls and the flooring.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (g) of this Declaration and the exterior doors and windows described in Article V Subsection (b) of this Declaration. Any maintenance, repair, or replacement of such Limited Common Elements shall be performed by licensed, insured, and Association approved contractors and shall be performed with materials of like or better quality as may be determined by the Association.

Furthermore, if a Unit Owner fails to keep a Limited Common Element for which he is responsible in a slightly and safe condition and in good repair, the Association may perform the necessary maintenance and repair and charge the cost thereof to such Unit Owner as if it were a common expense.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Easements

Section 7.1 - Common Element Easement. All Unit Owners and the Association have a perpetual easement over all of the Units (a) to use and operate the Common Elements, and (b) to maintain, repair and or restore of the Common Elements.

Section 7.2 - Construction; Declarant's Easement. The Declarant reserves the right (a) to perform construction, maintenance and repair work within the Community including, but not limited to, construction of homes, the installation of driveways and curb cuts and related drainage installations and other work as contemplated in the plans

submitted to and approved by the City of East Hartford Planning and Zoning Commission in connection with the development of the Property as the same may be amended; (b) to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across any land in the Community for the purpose of furnishing utility, drainage and other services to buildings and improvements to be constructed whether as Common Elements or part of Units, which may be shown on easement maps to be filed on the East Hartford land records (hereinafter the "Easement Maps"); (c) to store materials on unoccupied Units; (d) to control all such restoration work and repairs; and (e) to have unrestricted access thereto, until all Units are sold and all homes in the Community completed. All work may be performed by the Declarant without the consent or approval of the Executive Board.

(i) The Declarant has an easement through each of the Units, as may be reasonably necessary, for the purpose of discharging the Declarant's obligations, whether arising under the Act, reserved in the Declaration, or determined by the Executive Board to the extent reasonable access is not otherwise available and provided that any area disturbed by the exercise of such right is restored.

(ii) The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Community for the above-mentioned purposes. If the Declarant grants any such easements, the Survey shall be amended to include reference to the recorded easement, which may also be shown on the Easement Maps.

Section 7.3 - Encroachment Easement. If any portion of a Unit now encroaches upon that portion of another Unit as a result of the construction or remodeling of the Improvements thereon, or if any such encroachment shall occur as a result of the settling, rising or shifting of the earth, and the like, a perpetual easement for the encroachment and maintenance thereof shall and does exist. In the event of the damage or destruction of any such encroaching Improvements which are subsequently rebuilt following any such damage or destruction, encroachments of such rebuilt Improvements upon the adjoining portions of the Property shall be permitted; provided, however, such encroachment is no greater than previously existing and valid easements for such encroachments and the maintenance thereof shall be deemed in force so long as the Improvements stand, or as promptly rebuilt after damage or destruction.

Section 7.4 - Utility Easement. There is hereby created a blanket easement upon, across, over and under the Project and all of the Units for installing, replacing, repairing and maintaining all utilities, including, but not limited to water, sanitary and storm sewers, gas, telephone, electricity and satellite or cable television and/or internet facilities. By virtue of this easement it shall be expressly permissible for the Association, the utility companies or governmental entities supplying such utility service to erect and maintain the necessary equipment on the Property and to affix, repair and maintain water and sewer pipes, gas, electric and telephone wires, circuits, conduits and meters. Notwithstanding the preceding to the contrary, to the extent reasonably

economical and practically feasible, any such utility facility shall be placed or located in and upon the Unit being serviced thereby to the extent no more than two (2) Units are benefitting from such utility service.

Section 7.5 - Declarant's Personal Property Easement. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Community that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Unit) from the Property any and all goods and personal property used in the development and marketing of the Units and in the construction of roads and Improvements upon the Property.

ARTICLE VIII

Restrictions On Use and Occupancy

Section 8.1 - Use and Occupancy Restrictions. Each of the Units and any Improvements thereon, shall be subject to the following use restrictions:

(a) Residential Use. All Units are restricted to residential use as single-family residences, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit or on the exterior of any home or Improvement on a Unit in the Community. No commercial or industrial use is permitted. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two (2) or three (3) per bedroom.

(b) Parking Spaces. Vehicle parking can be accomplished only in the Parking Spaces shown on the Survey and designated "PS". None of the Parking Spaces as shown on the Survey are assigned to any Unit in the Condominium. Each unit owner may use any unoccupied Parking Space to park a properly registered and operable motor vehicle. Each Unit Owner may only use two (2) of the Parking Spaces at any time and may not encroach upon, store materials on, or in any other way reserve a Parking Space, except for overnight parking of vehicles which should be removed the following morning to make the Parking Space available to another Unit Owner, etc..

(c) "Hazardous Substances"

(i) No "Hazardous Substances" shall be located on or be handled, generated, stored, processed or disposed of on, transported to or from or released or discharged from any (including underground contamination) except for those substances used by a Unit Owner, in the ordinary course of its business and in compliance with all "Environmental Laws".

(ii) For the purposes of this Declaration, "Hazardous Substances" means any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, radon, lead-based paint, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws.

(iii) For the purposes of this Declaration, "Environmental Laws" mean any local, state or federal law, rule, regulation, policy, guideline, permit, authorization or the like pertaining to the regulation of protection of human health or safety, natural resources or the environment (including but not limited to the regulation or remediation of Hazardous Substances).

(d) Decorative Items and Flower Gardens. Decorative items are only allowed within the boundaries of each Unit as shown on the Survey.

(e) Parking. Parking for on the Common Area of the Condominium is for passenger automobiles only and no motor vehicles other than four-wheel vehicles bearing passenger car registration plates may be parked on the Common Area of the Condominium. No Unit Owner, member of its family, guest or invitee shall use any designated Parking Space as designated on the Survey in the Condominium use for personal use.

(f) Auxiliary Structures. No outbuildings, sheds, shacks, barns, tents (or other temporary structures are permitted in the Common Area.

(g) Siting of Improvements. The location of any Improvements, other than houses, driveways, and fences constructed by the Declarant, which deviates from Final Development Plan approved by the East Hartford Planning and Zoning Commission in connection with its approval of the rezoning of the Property as shown on the Survey as the same may be amended, must be approved by said Commission and the Executive Board at the sole cost and expense of the Unit Owner requesting permission for the additional Improvement, including the expenses, if any, of the Executive Board.

(h) Debris. No Unit shall be used or maintained as a dumping ground for rubbish or refuse, nor shall any disabled, dismantled, or abandoned vehicles or any junk of any kind be, or is permitted to be stored, parked, maintained or kept anywhere on a Unit.

(i) Garbage. Household trash or consumable product waste shall be kept in tightly closed sanitary containers, which must be stored in the garage of each Unit. No waste, trash or rubbish may be burned anywhere in the Community. Garbage bins must be returned to the applicable garage within 24 hours after the trash is picked up. Pick up of bulk items must occur within 48 hours after the item is left on the

sidewalk in front of the applicable Unit for pickup or the Association will have the item(s) picked up, and disposed of by the Association and the Association shall send the bills for such service to the applicable Unit Owner.

(j) **Offensive Use.** No noxious or offensive odors shall be made or emitted from any Unit or the buildings or Improvements located thereon. No noxious or offensive use shall be allowed on any Unit.

(k) **Leases.** Neither the Unit nor the home on the Unit or any other Improvement located on a Unit may be used, leased or rented for transient or hotel purposes. The Unit and the Improvements on the Unit must be and remain owner occupied and the primary residence of the Unit Owner.

(l) **Pets.** No animals or reptiles of any kind shall be raised, breed or kept on any Unit, except traditional household pets, such as dogs, cats, fish and turtles (but specifically excluding snakes), that each unit may contain no more than two customary pets (two dogs, or two cats, or one dog and one cat) and further provided that provided they are not kept bred or maintained for any commercial purpose; and provided that any pet creating a nuisance, unreasonable disturbance, noise or risk of injury to other residents, invitees or persons using the sidewalks in front of the Units shall be permanently removed from the Unit in accordance with rules established by the Association. No Pitbull, Pitbull Terriers or American Pitbull Terriers may be kept on the Property under any circumstances.

(m) **Satellite Dishes.** Satellite dishes may only be (i) professionally installed and (ii) installed only on the fascia board of the dwelling or the back face of the dwelling that will be using and paying for the satellite service that requires the satellite dish. No satellite dish may be affixed to the roof or any roofing material of the Unit.

(n) **Association Rules and Regulations.** Use of the Common Elements and the Units are further subject to the Rules and Regulations of the Association including, but not limited to those set forth on Schedule C and those adopted by the Executive Board from time to time.

Section 8.2 - Rules and Regulations. In addition to the general powers of the Executive Board, including those set forth in the Bylaws on Schedule B and in the Rules Regulations set forth on Schedule C, the Executive Board may establish reasonable Rules and Regulations to preserve, maintain and enhance the character and property value of the Units in the Community by enforcing the covenants, obligations and responsibilities of the Unit Owners set forth in this Declaration and the Bylaws, and the Rules and Regulations established by the Executive Board.

Section 8.3 - First Executive Board.

(a) The first Executive Board of the Association, who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

Karraine Moody President, _____, Secretary, and Michael A. DeRoy, Treasurer ("Financial Member")

(b) The organizational meeting of a newly elected Board of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

Section 8.4 - Declarant's Control of the Association.

(a) Subject to subsection (b) below, there shall be a period when the Declarant is in control the Association, during which period the Declarant, or persons designated by it, may appoint and remove the officers of the Association and members of the Executive Board. The period of Declarant control of the Executive Board shall terminate no later than the earliest of: (i) sixty (60) days after conveyance to Unit Owners other than the Declarant of seven (7) of the Units shown on the Survey; (ii) two (2) years after the Declarant has ceased to sale Units in the ordinary course of business; (iii) the date the Declarant, after giving written notice to the Unit Owners, records an instrument on the East Hartford Land Records voluntarily surrendering all rights to control activities of the Association; or (d) seven (7) years after the recording of this Declaration on the East Hartford Land Records. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of any of the foregoing periods; but in that event the Declarant may require, for the duration of the Period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of seven (7) Units to Unit Owners other than a Declarant, at least one (1) member and not less than one -third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Except as otherwise provided in Subsection (b) above, not later than the termination of the period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members (not including the Officers of the Association) but no more than six (6) members (including the Officers of the Association) all of whom shall be Unit Owners. The Executive Board members and officers shall take office upon being elected.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a unanimous vote of all Persons present and entitled to vote at any

meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board, with or without cause, other than a member appointed by the Declarant.

ARTICLE IX

Subsequently Allocated Limited Common Elements

No portion of the Common Elements may be subsequently allocated as Limited Common Elements except to the extent expressly allowed in this Declaration.1(b) and Section 12.1 of this Declaration.

ARTICLE X

Development Rights and Other Special Declarant Rights

Section 10.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) The right to construct underground utility lines, pipes, wires, ducts, conduits, roadways and other facilities for the purpose of furnishing utility and other services to buildings and Improvements to be constructed. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Exhibit A-1 shall be amended to include reference to the recorded easement.

Section 10.2 - Limitations on Development Rights. The Development Rights reserved in Section 10.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than fifteen (15) years after the recording of the initial Declaration;
- (b) The quality of construction of any buildings and Improvement to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- (c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded;
- (d) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

Section 10.3 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration;
- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 10.4 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 10.5 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 10.6 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 10.7 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 10.8 - Declarant Control of Association.

- (a) Subject to Subsection 8.4(b); there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
- (i) sixty (60) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

- (b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 10.9 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for fifteen (15) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute. In addition, the Declarant may reduce the term of any Special Declarant Rights in the Declarant's discretion.

Section 10.10 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere

with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE XI

Allocated Interests

Section 11.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 112 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (c) Votes. Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Exhibit A-2.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. The Declarant has reserved the right, under Subsection 12.1(b) of this Declaration, to allocate as Limited Common Elements certain yard areas contiguous to Units shown on the Survey. If any such yard areas are so allocated, they shall be assigned to particular contiguous Units by amendment to this Declaration. All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII

Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Unit Owners.

- (a) A Unit Owner:
 - (i) May make any improvements or alterations to the interior of any home or approved and permitted structure located on the Unit; provided that the improvement or alteration (A) does not harm the structural components of the home or the approved and permitted structure located on the Unit or (B) material decrease the value of the Unit;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board, which shall not grant such permission if the change in exterior appearance is not in harmony with the overall design and appearance of homes in the Community;
 - (iii) Nothing contained in this Declaration shall prohibit any Unit Owner from **temporarily** displaying flags, hanging flower baskets or wreaths at appropriate times without the Executive Board's consent. Any other decorative item needs approval of the Executive Board.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under

Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules and Regulations, this Declaration and the Final Development Plan approved by the East Hartford Planning and Zoning Commission

- (c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Additions, Alterations and Improvements by Executive Board. Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit

Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47- 237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded. No action to challenge the validity of an amendment made by the Declarant may be brought more than one (1) year after the amendment is recorded and a true copy of the amendment has been delivered to the President or Secretary of the Association.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of sixty-seven percent (67%) of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.
- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.
- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
 - (i) The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit A-4 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the

merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.

- (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
 - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent (67%) of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
 - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Granter or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.

Section 15.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 15.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also

record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Exhibits A-3 and A-4 previously recorded if the Exhibits otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVII

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Effect. This Article establishes certain standards and covenants for the benefit of the holders of certain Security Interests (as defined in Section 1.25) and others identified in Section 14.1. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

Section 18.2 - Definitions. As used in this Article, the following terms are defined:

(a) **Eligible Mortgagee.** The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall specify the Unit and the street address in which the holder has an interest and shall constitute a request that the Eligible Mortgagee be given notices and the benefit of other rights described in this Article.

(b) **Eligible Guarantor.** A guarantor of a first mortgage who has notified the Association in writing of its name and address, and that it has guaranteed a first Security

Interest on a Unit. The notice shall specify the Unit and the street address affected by the insurance or the Security Interest and the notice shall constitute a request that the Eligible Guarantor be given the notices and other rights described in this Article.

(c) Approval of Consent. Whenever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding first Security Interests in Units which in the aggregate have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to first Security Interests held by Eligible Mortgagees

(d) If the notices required by subsections (a) and (b) of this subsection 14.2 are not received by the Secretary of the Association the mortgagee or guarantor will not be given notices of nor the benefit of the other rights described in this Article.

Section 18.3 - Notice of Actions. If the notices required by subsections (a) and (b) of this subsection 18.3 are received by the Secretary of the Association, the Secretary of the Association shall give prompt written notice to each Unit Owner and the applicable Eligible Mortgagee. The notice shall inform Eligible Mortgagee, as applicable, about:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Unit on which there is a first Security Interest held, insured, or guaranteed by the Eligible Mortgagee, as applicable.

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that would require the consent of Eligible Mortgagees as specified in Section 18.2 of this Article.

(e) Any judgment rendered against the Association or the applicable Unit Owner.

Section 18.4 - Prior Consent Required for Document Changes. No amendment of any "material provision" of this Declaration, the Bylaws, Rules and Regulations, or any related document by the Association (as described in this Subsection 18.4) may be adopted without the approval of at least seventy-five percent (75%) of the Eligible Mortgagees holding first Security Interests on all Units. "Material provisions" include, but are not limited to, provisions affecting any one or more of the following:

- (a) Voting rights;
- (b) Boundaries of Units (except that when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
- (c) Imposition of additional restrictions on a Unit Owner's right to sell or transfer his/ hers/or their Unit; or
- (d) Termination of the legal status of Community after occurrence of substantial destruction or condemnation.

The foregoing consents do not apply to the exercise of any Development Right.

Section 18.5 - Inspection of Books and Other Documents. The Association shall permit any Eligible Mortgagee and Eligible Guarantor to inspect the books, records and financial statements of the Association and current copies of the Declaration, By laws and Rules and Regulations during normal business hours. If an Eligible Mortgagee and or Eligible Guarantor require copies of any document, the copying shall be at the expense of the Eligible Mortgagee and Eligible Guarantor.

Section 18.6 - Enforcement. The provisions of this Article XIV are for the benefit of Eligible Mortgagees and Eligible Guarantors and their successors and assigns, and may be enforced by any of them by any available means, in law, or in equity.

Section 18.7 - Attendance at Meetings. A representative of an Eligible Mortgagee or Eligible Guarantor may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or

addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit A-2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense which is made the responsibility of any Unit Owner pursuant to Article VI Subsection 6.3.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of a Unit owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due

from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 - Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 -Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.12 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XX

Exculpation

The liability of the Unit Owner is strictly limited to the Unit Owner's estate in its Unit. No other asset of a Unit Owner shall be subject to execution for the satisfaction of any obligation of a Unit Owner under the provisions of this Declaration, the Bylaws or the Association's Rules and Regulations or the relationship of Unit Owners with respect to their Units. Any judgment, to which a Unit Owner may be entitled against another Unit Owner, that arises from the provisions of this Declaration, the Bylaws or the Associations Rules and Regulations or the relationship of a Unit Owner with respect to their Units shall so state.

ARTICLE XXI

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XXII

Persons and Units Subject to Documents

Section 22.1 - Compliance with Documents. All Unit Owners and occupants of Units, Eligible mortgagees, and Eligible Guarantors shall comply with this Declaration, the Bylaws, Rules and Regulations, and all related documents. The acceptance of a deed, the exercise of any incident of ownership, or the entering into occupancy of a Unit shall constitute a Unit Owner, Eligible Mortgagee, and anyone residing on the Unit's agreement that the provisions of this Declaration, the Bylaws, Rules and Regulations, and all related documents are accepted and ratified by such Unit Owner and it's family, Eligible Mortgagee and anyone residing on the Unit and all of the provisions of this Declaration, the Bylaws, the Rules and Regulations, and all related documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 22.2 - Adoption of Rules. The Executive Board may, after notice and comment as provided in Section 25.1, adopt reasonable Rules and Regulations regarding the use, maintenance and aesthetics of the Units.

ARTICLE XXIII

Insurance

Section 23.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 23.2 and 23.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 23.2 - Property Insurance.

- (a) Property insurance covering:
 - (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies and

excluding any improvements and betterments installed by Unit Owners; and

- (ii) All personal property owned by the Association.
- (b) Amounts. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000.00 or not less than one percent (1%) of the policy face amount.

- (c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) Other Provisions: Insurance policies required by this Section shall provide that:
 - (i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (iv) Loss shall be adjusted with the Association.
 - (v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:

"Burnside Hope Homeowners Association, Inc. for the use and benefit of the individual Owners".

Section 23.3 - Liability Insurance.

(a) The Association shall provide, and shall keep in force at all times, for the benefit of the Association and its Members, a comprehensive policy of liability insurance insuring against claims of loss of life and bodily injury and property damage and which shall also contain a contractual liability endorsement naming the Association, its members and any designees of the Association or its members as additional insureds. The policy shall protect the Association, its Members and any designees of either against any liability occasioned by any occurrence on or about or involving the Common Elements or any real property owned or maintained by the Association.

(i) The policy is to be written: (A) by a good and solvent insurance company licensed to do business in Connecticut; and (B) in the amount of \$1,000,000 per claimant and in the aggregate amount of \$2,000,000 per occurrence. These amounts may be changed by a vote of a majority of the Unit Owners.

(ii) (A) Each Unit Owner hereby releases each of the other Unit Owners and the Association and their officers, directors, agents, partners, servants and employees from any liability and waives on behalf of its Guarantor, any claim for any loss or damage to any or all property, including any resulting loss of rents or profits of each, and of any occupant claiming its right of occupancy by or through it, located upon the Premises, which loss or damage is of a type that could be insured against, regardless of any negligence on the part of the released persons, which may have contributed to or caused such loss or damage.

(B) Each Unit Owner and the Association covenants that to the extent it is not already unconditionally authorized to waive the subrogation rights of its Guarantor, it will obtain for the benefit of each such person an express waiver of any right of subrogation which the Guarantor may acquire against any such person, by virtue of the payment of any such loss covered by such insurance.

(C) During any period of time a Unit Owner or the Association has not obtained such waiver from any claims they or their insurance carriers may assert which otherwise would have been released and waived pursuant to this section, and

regardless of the reason for failing to do so, no other Unit Owner or the Association, nor such other Unit Owner's or the Association's Guarantor, shall be deemed to have released and/or waived subrogation rights against the Unit Owner or the Association who has not obtained such waiver.

(D) Each Unit Owner shall maintain what is commonly call "Renters Insurance" to protect the interior of the unit and all of their personal property and improvements. The Amount, and covered items shall be sufficient to completely rebuild and refit the interior of the Unit should a fire or other casualty occur in the Unit or which would affect the unit.

- (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
 - (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 23.4 - Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned

or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 23.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 23.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 23.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 23.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 23.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIV

Damage To Or Destruction Of Property

Section 24.1 - Duty to Repair or Restore. Any portion of the Common Elements for which insurance is required under Article XXIII which are damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Community is terminated, in which case Section 47 237 of the Act shall apply; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) eighty percent (80%) of Unit Owners, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 24.2 - Certificates by the Executive Board. An insurance trustee, if one is appointed under the provisions of Section 18.6, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not the damaged or destroyed Community is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 24.3 Negligence or Carelessness of Unit Owner. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered

necessary by its act, neglect or carelessness, or by that of any member of the Unit Owner's family, or its or their guests, employees, agents, or invitees no matter where the act, neglect or carelessness occurs in, on or over their Unit or any of the Units in the Community. Such liability shall include any increase in insurance rates occasioned by use, misuses, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or rights of subrogation. The expense for any maintenance, repair or replacement, as provided in this section, shall be charged to said Unit Owner, as a specific item which shall, subject to subsection Section 15.3 of this Declaration, be a lien against said Member's Unit with the same force and effect as if the charge were a part of the Common Expenses.

24.4. Unit Owner's Duty to Repair. Any portion of any Unit or Improvement on a Unit for which insurance is required under Article XVIII which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless (a) the Community is terminated, in which case Section 47-237 of the Act shall apply; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) eighty percent (80%) of Unit Owners, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

24.5 Segregation of Repair Funds. All insurance proceeds received by the Association as a result of any such damage or destruction shall be deposited in a special account with a federally-insured depository and, except as provided in Section 24.7 below, the funds in that account shall be used solely for the purpose of paying for repairs necessitated by such damage or destruction. If the insurance proceeds are insufficient to pay the full cost of such repairs, the Board shall levy a special assessment pursuant to Article XV above to cover the shortfall in insurance proceeds, and all funds collected as a result of such special assessment shall be deposited in the special account referred to in the preceding sentence.

24.6 Competitive Bids; Bonds; Exceptions. If the estimated cost of repairing the damage or destruction exceeds \$5,000, the Executive Board shall not cause the Association to enter into any contract for the repairs without first seeking sealed bids from at least three (3) licensed contractors capable of performing the repairs. Any contract for such repairs shall require the contractor to provide performance and payment bonds for the benefit of the Association. Notwithstanding any other provision of this section, however, the Executive Board may authorize, by unanimous action, the Association to enter into a contract without seeking or obtaining competitive bids, to waive the bond requirement, or both.

24.7 Repair; Disposition of Surplus. As soon as the necessary funds have been collected, to repair the Common Elements the Association shall proceed to have the damage or destruction repaired with all reasonable speed and diligence. Any funds remaining in the special account established pursuant to Section 24.5 following completion of and payment for the repairs shall be transferred to the Association's

reserves; provided, that if a special assessment was levied to pay for all or part of the cost of such repairs, the Board may by unanimous action direct that some part or all of such remaining funds be distributed to the Unit Owners. If the Board directs such a distribution to Unit Owners, the distributable funds shall be distributed to the Unit Owners in proportion to their actual contributions (exclusive of interest, late charges or collection costs attributable to delinquency in payment) to the special assessment.

ARTICLE XXV

Rights to Notice and Comment; Notice and Hearing

Section 25.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 25.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 25.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXVI

Open Meetings

Section 26.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided. Minutes of meetings of the Executive Board (other than executive sessions) shall be available within fifteen (15) days after any such meeting for inspection by Unit Owners during normal business hours at a reasonable convenient location to be determined by the Executive Board.

Section 26.2 - Notice. Written notice of every open meeting shall be mailed to Unit Owners not less than seventy two (72) hours prior to the time set for such meeting. Such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 26.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, but only if either:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVII

Condemnation

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Connecticut General Statutes.

ARTICLE XXVIII

Miscellaneous

Section 28.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 28.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 28.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4- Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 28.5 - Conflict. The Documents are intend to comply with the requirements of Chapter 828 and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this ____ day of _____, 2022.

Signed, Sealed and Delivered
in the Presence of:

Habitat for Humanity of North Central
Connecticut, Inc.

By: _____
Name:
Its:

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, President of Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation on behalf of the corporation.

Notary Pubic/Commissioner of the
Superior Court

DESCRIPTION OF LAND

(Declaration Exhibit A-1)

TABLE OF INTERESTS

(Declaration Exhibit A-2)

Unit No.	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
----------	---	---	---

TO BE COMPLETED WHEN THE FIRST UNIT IS DECLARED
(The type of Unit may be indicated in the future)

EXHIBIT A-3
Condominium Plan

On the following page is a copy of the general layout plan showing the location of the Common Interest Community and approximate location of the Units to be constructed. Prior to the time that the first Unit is declared, a more specific plan will be provided that will show the location of the first Unit and subsequent maps will show the location of the subsequent Units.

EXHIBIT A-4
Architectural Plans

The following pages show the Units that the Declarant intends to construct. At the time the first Unit is declared, the final plans will be provided with respect to the Units.

ARCHITECT OR ENGINEER'S CERTIFICATE OF COMPLETION

(Declaration Exhibit A-5)

This Certificate is given with respect to the Declaration of Burnside Hope Condominium by Habitat for Humanity of North Central Connecticut, Inc., recorded contemporaneously herewith in the Land Records of the Town of East Hartford.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Unit# _____ is substantially completed in accordance with the Survey attached to the Declaration as Exhibit A-3 and the Plans attached as Exhibit A-4.
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: _____, 20__

Registered Engineer
Registration No.

BURNSIDE HOPE

PUBLIC OFFERING STATEMENT

HABITAT FOR HUMANITY OF NORTH CENTRAL CONNECTICUT, INC.
P.O. BOX 1933
HARTFORD, CT 06144

BURNSIDE HOPE CONDOMINIUM
PUBLIC OFFERING STATEMENT

INTRODUCTION

This Public Offering Statement has been prepared by Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation (the "Declarant"), pursuant to the provisions of the Connecticut Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes (the "Act"), for Burnside Hope Condominium, a Common Interest Community located in East Hartford, Connecticut ("Burnside Hope Condominium"). A copy of the Declaration of Burnside Hope Condominium including the Surveys and Plans referred to therein, are attached to this Public Offering Statement as Exhibit A (the "Declaration"). Unless otherwise expressly provided herein, the definitions of the terms set forth in the Declaration shall apply to this Public Offering Statement.

THE DECLARANT HAS MADE EVERY EFFORT TO DISCLOSE FULLY AND ACCURATELY IN THIS PUBLIC OFFERING STATEMENT THE PERTINENT INFORMATION RELATING TO THIS COMMON INTEREST COMMUNITY. ANY INFORMATION, DATA OR REPRESENTATION DIFFERENT FROM THE STATEMENTS SET FORTH IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED ON. THIS PUBLIC OFFERING STATEMENT DOES NOT INTENTIONALLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENTS OF MATERIAL FACT. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR STATEMENT AT VARIANCE WITH THOSE CONTAINED IN THIS PUBLIC OFFERING STATEMENT.

DATE: _____, 2022

SPECIFIC STATUTORY INFORMATION REQUIRED FOR ALL COMMON INTEREST COMMUNITIES

PUBLIC OFFERING STATEMENT

OF

BURNSIDE HOPE

SPECIFIC STATUTORY INFORMATION REQUESTED FOR ALL COMMON INTEREST COMMUNITIES

Note: Defined terms used herein have the meanings ascribed to them in "Article 1 - Definitions" of the Declaration, which is attached hereto as Exhibit A and made a part hereof.

1. (a) Declarant:

Habitat for Humanity of North Central Connecticut, Inc.
P.O. Box 1933
Hartford, CT 06144

(b) Name and Address of the Common Interest Community:

Burnside Hope

(c) Type of Common Interest Community:

Burnside Hope is a Condominium

2. (a) Description of Common Interest Community:

Burnside Hope is a condominium lying on approximately [] acres of land on located at 550-560 Burnside Avenue, East Hartford, Connecticut.

(b) Type and Number of Buildings and Amenities:

The residential development will consist of ten (10) standalone residential homes.

The Declaration, as amended from time to time, describes the ten (10) Units which will be created (as more particularly shown on the Survey attached as Schedule A-3 to the Declaration).

There are no recreational amenities to be located in the Common Interest Community.

(c) Schedule of Commencement and Completion of Buildings and Amenities:

Construction of Units in the Common Interest Community is expected to begin on or about [REDACTED], 2022 and additional Units will be constructed until the entire Common Interest Community is completed. While the date of actual construction will be dictated by the market for the Units, all ten (10) units and associated limited common elements and common elements will be completed no later than December 1, 2025.

(d) Landscaping:

Landscaping will be completed for each Unit when the Unit is completed, subject only to seasonal limitations.

(e) Utilities:

All utilities applicable and necessary for each Unit will be completed as the Unit is completed. Use charges for utilities, including but not limited to electric, water and gas, shall be the responsibility of the Unit Owner.

3. Number of Units:

There are currently no Units created in the Common Interest Community. From time to time additional Units will be created as they are completed and sold. Ultimately, there will be ten (10) Units in the Common Interest Community.

4. Documents:

Unless otherwise noted, the following documents are attached to this Public Offering Statement and incorporated by reference:

(a) Declaration:

The Declaration is attached as Exhibit A. The Description of Land, Table of Interests, Survey and Plans, and a sample of the Architect's Certificate of Completion are attached to the Declaration as Schedules A-1, A-2, A-3, A-4 and A-5 respectively.

(b) Recorded covenants, conditions, restrictions and reservations created by Declarant: only those referred to in the Declaration.

(c) Bylaws:

The Bylaws for Burnside Hope Homeowners Association, Inc. (the "Association") are attached as Exhibit B.

(d) Rules:

The Rules of the Association are attached as Exhibit C. These are the initial rules of the Association to be adopted at the organization meeting of the Association.

(e) Deed:

The form deed to be delivered to the purchaser is attached as Exhibit D. It will be executed by the Declarant and dated as of the date of the closing. It will contain the name of the purchaser and the designated Unit number, together with the appurtenant Limited Common Elements, as described in the Purchaser's Agreement of Purchase and Sale.

(f) Contracts and leases to be signed by the purchaser at closing:

There are no contracts or leases to be signed by or delivered to Unit purchasers at closing.

(g) Contracts or leases that will be or may be subject to cancellation by the Association:

There are no contracts or leases at this time that will be or may be subject to cancellation by the Association.

5. Projected Budget for the Association:

A copy of the projected budget for one year after the first conveyance to a purchaser, based upon the assumption that [REDACTED] Units are declared during that year, is attached as Exhibit F. The budget was prepared by [REDACTED] Declarant utilizing 2021 dollars and is unadjusted for possible inflation.

Since it is unlikely that the number of Units that are declared will be the same as that which the Declarant has anticipated in the budget, this could cause an increase in the common charge. However, to alleviate this possibility, the Declarant agrees that if there would be any increase in the common charge attributable to any Unit which results solely from the fact that less units are declared than were anticipated, the Declarant will pay the excess charge that any Unit Owner might otherwise have been asked to pay.

6. Services not reflected in the budget:

The Declarant is providing all initial real estate improvements in accordance with the representations of this statement. These improvements will be required to be maintained and to the extent necessary replaced and repaired by the Association using Common Expenses assessments, reserves, borrowing, or special assessment proceeds. Except as stated herein, and except as referenced at the end of paragraph 5

where the Declarant agreed to pay any expenses which result solely from the fact that less Units have been sold than were anticipated in paragraph 5, the Declarant will not be providing any services or paying any expenses with regard to the Common Interest Community which are not reflected in the budget and which the Declarant expects may become a Common Expense liability of the Association at any subsequent time.

7. Initial or Special Fees:

Pursuant to the Agreement of Purchase and Sale signed by each Unit purchaser, a working capital contribution in an amount equal to two (2) months Common Expense assessments will be due from each Unit purchaser at the closing of title. Any amounts paid pursuant to this paragraph will not be considered as advance payments of regular assessments for Common Expenses, and will be turned over to the Association in order to establish a reserve fund.

8. Liens, defects or encumbrances:

Title to the Common Interest Community is subject to the following, in addition to the Declaration:

A. ***[List out from title commitment]***

B.

C.

9. Financing offered or arranged by Declarant:

The Declarant will offer financing or will arrange for financing for prospective purchasers.

10. Limited Warranties:

Various statutes in Connecticut provide for warranties to a purchaser of a Unit. Sections I through VI below set forth the relevant statutes; Section VII below sets forth warranty limitations.

I. Express Warranties of Quality- Section 47-274.

(a) Express warranties made by any seller to a purchaser of a Unit, if relied on by the purchaser, are created as follows:

(1) Any affirmation of fact or promise which relates to the Unit, its use, or rights appurtenant thereto, area improvements to the Common Interest Community that would directly benefit the Unit, or the right to use or have the benefit of facilities not located in the Common Interest Community,

creates an express warranty that the Unit, area improvements and related rights and uses will conform to the affirmation or promise;

(2) Any model or description of the physical characteristics of the Common Interest Community, including plans and specifications of or for improvements, creates an express warranty that the Common Interest Community will substantially conform to the model or description;

(3) Any description of the quantity or extent of the real property comprising the Common Interest Community, including surveys, creates an express warranty that the Common Interest Community will conform to the description, subject to customary tolerances; and

(4) A provision that a purchaser may put a Unit only to a specified use is an express warranty that the specified use is lawful;

(b) Neither formal words, such as "warranty" or "guarantee", nor a specific intention to make a warranty, are necessary to create an express warranty of quality, but a statement purporting to be merely an opinion or commendation of the real property or its value does not create a warranty.

(c) Any conveyance of a Unit transfers to the purchaser all express warranties of quality made by previous sellers only to the extent such a conveyance would transfer warranties pursuant to Chapter 827 of the General Statutes.

II. Implied Warranties of Quality- Section 47-275:

(a) A Declarant warrants to a purchaser that a Unit will be in at least as good condition at the earlier of the time of the conveyance or delivery of possession as it was at the time of contracting, reasonable wear and tear excepted.

(b) A Declarant impliedly warrants to a purchaser that a Unit and the common elements in the Common Interest Community are suitable for the ordinary uses of real property of its type and that any improvements made or contracted for by him, or made by any person before the creation of the Common Interest Community, will be: (1) free from defective materials; and (2) constructed in accordance with applicable law, according to sound engineering and constructions standards, and in a workmanlike manner.

(c) In addition, a Declarant warrants to a purchaser of a Unit that may be used for residential use that an existing use, continuation of which is contemplated by the parties, does not violate applicable law at the earlier of the time of conveyance or delivery of possession.

(d) Warranties imposed by this section may be excluded or modified as specified in Section 47-276 of the Act.

(e) For purposes of this section, improvements made or contracted for by an affiliate of a Declarant are made or contracted for by the Declarant.

(f) Any conveyance of a Unit transfers to the purchaser all of the Declarant's implied warranties of quality only to the extent such a conveyance would transfer warranties pursuant to Chapter 827 of the General Statutes.

(g) The warranties provided to a purchaser by a Declarant pursuant to the Section with respect to Common Elements shall also extend to the Association.

III. Exclusion of Modification of Implied Warranties of Quality- Section 47-276.

(a) Except as limited by subsection (b) of this section with respect to a purchaser of a Unit that may be used for residential use, implied warranties of quality: (1) may be excluded or modified by agreement of the parties, and (2) are excluded by expression of disclaimer, such as "as is", "with all faults", or other language that in common understanding calls the purchaser's attention to the exclusion of warranties.

(b) With the respect to a purchaser of a Unit that may be occupied for residential use, no general disclaimer of implied warranties of quality is effective, but a Declarant may disclaim liability in an instrument signed by the purchaser for a specified defect or class of defects or specified failure to comply with applicable law, if the defect or failure entered into and became a part of the basis of the bargain.

IV. Statute of Limitation for Warranties - Section 47-277:

(a) A judicial proceeding for breach of any obligation arising under Section 47-274 or 47-275 of the Act shall be commenced within three (3) years after the cause of action accrues.

(b) Subject to subsection (c) of this section, a cause of action for breach of warranty of quality, regardless of the purchaser's or association's lack of knowledge of the breach, accrues: (1) As to a Unit, at the time the purchaser to whom the warranty is first made enters into possession if a possessory interest was conveyed or at the time of acceptance of the instrument of conveyance if a non-possessory interest was conveyed; and (2) as to each Common Element is completed and first used by a bona fide purchaser.

(c) If a warranty of quality explicitly extends to future performance or duration of any improvements or component of the Common Interest Community, the cause of action accrues at the time the breach is discovered or at the end of the period for which the warranty explicitly extends, whichever is earlier.

V. Statutory Warranties - Chapter 827.

Section 47-116. Definitions - As used in this chapter, unless the context otherwise requires: "Improvement" means any newly constructed single-family dwelling unit, any conversion condominium unit being conveyed by the Declarant and any fixture or structure which is made a part thereof at the time of construction or conversion by any building contractor, subcontractor or Declarant; "purchaser" means the original buyer, his heirs or designated representatives, or any improved real estate; and "vendor" means any person engaged in the business of erecting or creating an improvement on real estate, any Declarant of a conversion condominium, or any person to whom a completed improvement has been granted for resale in the course of his business.

Section 47-117. Express Warranties - (a) Express warranties by a vendor are created as follows: (1) Any written affirmation of fact or promise which relates to the improvement and is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such affirmation or promise; (2) any written description of the improvement, including plans and specifications thereof, which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms to such description; and (3) any sample or model which is made a part of the basis of the bargain between the vendor and the purchaser shall create an express warranty that the improvement conforms substantially to such sample or model.

(b) Neither formal words, such as "warranty" or "guarantee," nor any specific intention to make a warranty, shall be necessary to create an express warranty, provided a simple affirmation of the value or the improvement or a statement purporting to be an opinion or commendation of the improvement shall not of itself create such a warranty.

(c) No words in the contract of sale or the deed, nor merger of the contract of sale into such deed shall exclude or modify any express warranty made pursuant to subsection (a) of this section. Such warranty may, at any time after the execution of the contract of sale, be excluded or modified wholly or partially by any written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to such exclusion or modification and the terms of the new agreement.

(d) An express warranty shall terminate: (1) In the case of an improvement completed at the time of the delivery of the deed to the purchaser, one year after the delivery or one year after the taking of possession by the purchaser, whichever occurs first; and (2) in the case of an improvement not completed at the delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Sec. 47-118. Implied Warranties. (a) In every sale of an improvement by a vendor to a purchaser, except as provided in subsection (b) of the section or excluded or modified pursuant to subsection (d), warranties are implied that the improvement is: (1) Free from faulty materials; (2) constructed according to sound engineering standards; (3) constructed in a workmanlike manner, and (4) fit for habitation, at the time of the completion of an improvement not completed when the deed is delivered.

(e) The implied warranties of subsection (a) of this section shall not apply to any condition that an inspection of the premises would reveal to a reasonably diligent purchaser at the time the contract is signed.

(f) If the purchaser, expressly or by implication, makes known to the vendor the particular purpose for which the improvement is required, and it appears that the purchaser relies on the vendor's skill and judgment, there is an implied warranty that the improvement is reasonably fit for the purpose.

(g) Neither words in the contract of sale, nor the deed, nor merger of the contract of sale into the deed is effective to exclude or modify any implied warranty; provided, if the contract of sale pertains to an improvement then completed, an implied warranty may be excluded or modified wholly or partially by a written instrument, signed by the purchaser, setting forth in detail the warranty to be excluded or modified, the consent of the purchaser to exclusion or modification, and the terms of the new agreement with respect to it.

(h) The implied warranties created in this section shall terminate: (1) In the case of an improvement completed at the time of the delivery or one year after the taking of possession by the purchaser, whichever comes first; and (2) in the case of an improvement not completed at the time of delivery of the deed to the purchaser, one year after the date of the completion or one year after taking of possession by the purchaser, whichever occurs first.

Sec. 47-119. Vendor Not to Evade by Intermediate Transfer. Any vendor who conveys an improvement to an intermediate purchaser to evade the provisions of this chapter shall be liable to the subsequent purchaser as if the subsequent conveyance has been effectuated by the vendor to the subsequent purchase.

Sec. 47-120. Warranties Created by Chapter 827 Additional to Any Other Warranties. The warranties created in this chapter shall be in addition to any other warranties created or implied by law.

VI. Statutory Warranties - Section 47-121.

Implied Warranty with Certificate of Occupancy. The issuance by the building department of any municipality of a certificate of occupancy for any newly constructed single-family dwelling shall carry an implied warranty to the purchaser of such dwelling from the vendor who constructed it that such vendor has complied with the building

code or the customary application and interpretation of the building code of such municipality. No action shall be brought on such implied warranty but within three (3) years next from the date of the issuance of such certificate of occupancy.

VII. LIMITATIONS ON WARRANTIES.

IT IS AGREED THAT THE DECLARANT HAS BASED ITS CONSTRUCTION STANDARDS AND PRICING UPON ASSUMPTION OF STRICT ADHERENCE TO THE PROVISIONS SET FORTH BELOW.

(a) THE IMPLIED WARRANTIES OF SECTION 47-118 (a) AND SECTION 47-275 OF THE CONNECTICUT GENERAL STATUTES THAT THE UNIT IS: (1) FREE FROM FAULTY OR DEFECTIVE MATERIALS; (2) CONSTRUCTED ACCORDING TO SOUND ENGINEERING STANDARDS; (3) CONSTRUCTED IN A WORKMANLIKE MANNER; AND (4) FIT FOR HABITATION; ARE EXCLUDED TO THE EXTENT THE UNIT IS COMPLETED AS OF THE DATE OF THE PURCHASE AGREEMENT, AS THE PURCHASER HAS HAD A FIFTEEN DAY OPPORTUNITY TO INSPECT THE PREMISES TO THE EXTENT HE FELT NECESSARY.

(b) THE IMPLIED WARRANTIES OF SECTION 47-118a and 47-275 OF THE CONNECTICUT GENERAL STATUTES ARE SPECIFICALLY EXCLUDED WITH RESPECT TO EQUIPMENT APPLIANCES. NO WARRANTIES ARE MADE AS TO THE CONDITION OF ANY NOT WATER HEATER, KITCHEN EQUIPMENT OR APPLIANCE OR OTHER ITEMS CONSIDERED CONSUMER PRODUCTS UNDER THE MAGNUSEN-MOSS FEDERAL TRADE COMMISSION IMPROVEMENT ACT. THE DECLARANT WARRANTIES, HOWEVER, THE ALL SUCH EQUIPMENT WILL BE INSTALLED NEW AND THAT THE DECLARANT WILL DELIVER TO BUYER, TO THE EXTENT ASSIGNABLE, ANY MANUFACTURER'S WARRANTIES THAT ARE BOTH APPLICABLE TO SUCH EQUIPMENT OR APPLIANCES AND FOR THE SOLE BENEFIT OF THE BUYER.

(c) IMPROVEMENTS AND APPLIANCES INSTALLED BY DECLARANT AT THE BUYER'S REQUEST AND EXPENSE, IF ANY, SHALL BE COVERED BY THE MANUFACTURER'S OR CONTRACTOR'S WARRANTY, IF ANY. DECLARANT MAKES NO WARRANTIES WITH RESPECT TO SUCH IMPROVEMENTS AND APPLIANCES.

(d) THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OR HEALTH OF ANY SHRUBS, TREES OR PLANTINGS LOCATED ON THE AREAS SURROUNDING THE BUILDINGS OR IN THE COMMON INTEREST COMMUNITY. THE DECLARANT WILL DELIVER TO THE ASSOCIATION, TO THE EXTENT ASSIGNABLE, THE NURSERY'S WARRANTIES, IF ANY, THAT ARE BOTH APPLICABLE TO SUCH VEGETATION AND FOR THE SOLE BENEFIT OF THE ASSOCIATION.

(e) THE DECLARANT SHALL NOT BE HELD RESPONSIBLE FOR ANY REDECORATION OR REPAIR THAT MAY BE NECESSARY TO NORMAL DRYING OR SETTLEMENT OF MATERIALS.

(f) THE DECLARANT SHALL NOT BE HELD RESPONSIBLE FOR HAIRLINE CRACKS IN THE FOUNDATION PROVIDED THEY DO NOT PERMIT THE INTRODUCTION OF WATER.

(g) NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, UNLESS REQUIRED BY LAW, ARE MADE BY DECLARANT.

11. Buyer's Right to Cancel:

(a) Within fifteen (15) days after receipt of a Public Offering Statement, a purchaser, before conveyance, may cancel any contract for purchase of a Unit from the Declarant.

(b) If the Declarant fails to provide a Public Offering Statement to a purchaser before the conveying of a Unit, that purchaser may recover from the Declarant ten percent (10%) of the sales price of the Unit plus ten percent (10%) of the share, proportionate to his or her Common Expense liability, of any indebtedness of the Association secured by Security Interests encumbering the Common Interest Community.

12. Unsatisfied Judgments or Pending Suits:

None.

13. Escrow of Deposits.

Any deposit made in connection with the purchase of a Unit will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 47-269 of the Connecticut General Statutes.

The name and address of the Escrow Agent is as follows: _(TITLE COMPANY)_.

14. Restrictions on use, alienation or occupancy:

The following restrictions apply to all Units and to the Common Elements:

(a) Each Unit is restricted to residential use as a single-family residence. A single-family residence is defined as a single housekeeping Unit, operating on a non-profit, non-commercial basis, between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the Town of East Hartford.

(b) The use of Units and Common Elements is subject to the Declaration and to the Bylaws and Rules of the Association.

(c) Each garage is restricted to use as storage and as parking space for vehicles.

(d) Vehicles other than automobiles, including trucks and vans having capacity of more than one ton, campers, trailers, boats, motorbikes and motorcycles, may not be parked or stored on any Common Elements or Limited Common Elements. Parking of automobiles is limited to garages and driveways.

(e) Unit Owners may not cause or permit anything to be hung, displayed on, or affixed to, the windows or outside walls of any of the buildings, including without limitation any signs, awnings, canopies, shutters or radio or television antennae, nor may they cause or permit anything to be hung or displayed on the inside of windows intended to be seen from the outside including, without limiting the foregoing, "For Sale" signs and the like. The foregoing shall not be deemed to preclude the temporary hanging or display of holiday decorations.

(f) Household pets are allowed, but only to the extent set forth in the Rules attached hereto as Schedule D.

(g) No noxious or offensive activities may be carried on in any Unit nor may anything be done therein either willfully or negligently may be or become an annoyance or nuisance to the other Unit Owners or residents. Each Unit Owner shall be obligated to maintain his own Unit and keep it in good order and repair.

(h) Except as provided in Article XIII of the Declaration, nothing may be done to any Unit which will impair the structural integrity of the building or buildings or which will structurally change them. No Unit Owner may do any work which may jeopardize the soundness or safety of the Property, reduce the value thereof or impair any right or interest therein.

(i) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise, except for home professional pursuits without visits from the public, may be conducted, maintained or permitted on any part of the Property. No use or practice shall be permitted which is a source of annoyance to residents or which interferes with the residents. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(j) A Unit may be leased only by a written lease. No lease may be for any period less than six months. Each lease will be filed with the Association, and written notice given of commencement and termination of possession. Each lease will incorporate the terms and restrictions of the Documents as a personal obligation of the tenant. Each tenant will attorn to the Association as landlord solely for the purpose of

enforcing the restrictions of the documents following Notice and Hearing to the Unit Owner/Landlord, and the opportunity to cure the violation, and then the direct levy of fines, injunction and/or evictions by summary process against the tenant.

The Association will not assume the responsibilities or obligations of the landlord.

(k) Notwithstanding the foregoing, as long as the Declarant is a Unit Owner or retains Development Rights, the Declarant and its duly authorized agents, representatives, and employees may maintain any Units owned or leased by the Declarant or any portion of the Common Elements as model units or a sales office. The Declarant may also maintain management offices and signs and displays advertising the Common Interest Community.

(l) A Unit may not be conveyed pursuant to a time-sharing plan as defined in Chapter 734b of the Connecticut Statutes.

There is no restriction on the amount for which a Unit may be sold or otherwise transferred:

15. A description of the insurance coverage provided for the benefit of Unit Owners:

The following is only a general description of the initial description of the initial policies to be effective, after the Common Interest Community has been created:

(a) Property insurance covering all improvements to the real property of the Common Interest Community and all personal property owned by the Association. The maximum deductible amount shall not exceed the lesser of \$10,000 or one percent of the face amount of the policy. Property insurance will not be provided with respect to improvements and betterments installed by Unit Owners.

(b) Liability insurance, including medical payments insurance, in an amount determined by the Executive Board in no event less than \$1,000,000.00 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

(c) Fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services.

(d) Directors' and officers' liability insurance on all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

16. Fees or charges for the use of the Common Elements:

The Association's budget is included as Exhibit F. Each Unit Owner is required to pay the Common Expenses assessments attributed to his Unit.

17. Financial arrangements for completion of Improvements:

The Declarant is constructing the Improvements from its own resources and may obtain a construction loan from an institutional lender, which loan will be secured by a mortgage on the Property.

No assurances are given that these proceeds are sufficient to complete all improvements planned. No lender or investor has obligated itself to complete such improvements and such improvements may not be completed.

18. Zoning and other land use requirements:

Burnside Hope is located in a Planned Residential Development Zone in the Town of East Hartford. The Town of East Hartford has issued the necessary approvals to allow the Common Interest Community to be developed and occupied by the Unit Owners.

19. Unusual and material circumstances:

All roads within Burnside Hope are private roads which will be maintained at the expense of the Association.

The Association will be responsible for maintenance, repair and replacement of all sewer facilities unless and until the Water Pollution Control Authority of the Town of East Hartford takes over the ownership of the sewer system.

20. Maximum number of Units:

The Declarant has reserved the right in the Declaration to create ten (10) Units. If the Declarant develops the Common Interest Community as planned, there will be an overall maximum average of [] Units per acre.

21. Number or percentage of units that may be created that will be restricted exclusively to residential use:

One hundred percent (100%) of the Units will be restricted exclusively to residential use.

22. Maximum percentage of the real property areas subject to development rights and the floor areas of all units that may be created that are not restricted exclusively to residential use.

One hundred percent (100%) of all Units and all common areas will be restricted to residential use.

23. Development Rights and conditions or limitations on exercise:

A. Development Rights. Burnside Hope Condominium is subject to the following Development Rights:

(1) The right to add Units, Common elements, and Limited Common Elements in the location shown as "Development Rights Reserved in this Area" on the Survey and Plans.

(2) The right to construct roads, utility lines, pipes, wires, ducts, conduits, and other facilities for the purpose of furnishing utility and other services to buildings and Improvements to be constructed. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for that purpose. If the Declarant grants any such easements, Exhibit A-1 shall be amended to include reference to the recorded easement.

B. Conditions and Limitations. The Development Rights reserved by the Declarant are subject to the following conditions or limitations.

(1) The Development Rights may be exercised at any time, but not more than fifteen (15) years after the recording of the initial Declaration. The Declarant may voluntarily reduce this time period in the Declaration.

(2) The quality of construction of any buildings and Improvement to be created on the Property shall be reasonably consistent with the quality of those constructed pursuant to this Declaration as initially recorded.

(3) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded.

(4) No Development Rights may be exercised unless approved pursuant to Section 18.5 of the Declaration.

24. Maximum extent to which each of unit's allocated interest may be changed by the exercise of any development right.

The Allocated Interests of each existing Unit have been calculated using the following formulas:

A. Undivided Interest in the Common Elements and Liability for the Common Expenses. Both the undivided interests in the Common Elements and the liabilities for Common Expenses have been allocated to each Unit equally, and is based on the number of Units which are part of the Common Interest Community at any time. The percentage, therefore, shall be equal to the product of 100 divided by the number of Units which are then part of the Common Interest Community, said product being rounded up or down to the nearest 100th.

The maximum extent to which the above will be changed will be determined by the number of Units that are added to Burnside Hope.

B. Votes. Each Unit in Burnside Hope will have one (1) equal vote. Although each Unit will continue to have one (1) vote if additional Units are added to Burnside Hope Condominium, the maximum extent to which the relative voting power of each Unit will be changed will be determined by the number of Units added.

25. Compatibility of buildings or other improvements to existing buildings and improvements.

The quality of construction of any buildings and Improvements to be created on the Property shall be generally consistent with the quality of those constructed pursuant to the Declaration as initially recorded, provided however, that additional unit types may be added, sizes of units and buildings may vary, and materials from which units and buildings are constructed may change. The Declarant makes no other assurances regarding compatibility.

26. General description of other improvements and limited common elements that may be created pursuant to any development right.

The Declarant may create up to ten (10) additional Units with similar Limited Common Elements in the Common Interest Community.

27. Limitations as to the locations of any building or other improvement that may be made.

No assurances are made as to the locations of any buildings or other Improvements that may be made within any part of the Common Interest Community, except that it is anticipated that buildings will be constructed in the area set forth in the site plan approved by the East Hartford Planning and Zoning Commission.

28. Similarity of Limited Common Elements created pursuant to any development right to Limited Common Elements within other parts of the Common Interest Community.

The Declarant reserves the right to vary architectural types and layout of Units and their Common Elements. Yards, walkways, and driveways will be laid out and

assigned at the sole discretion of the Declarant. Mechanical Limited Common Elements will be provided as engineering requirements, available manufacturer's models, and the Declarant's discretion dictate. No other assurances are made.

29. Equality of proportion of limited common elements to units created pursuant to any development right to the proportion existing in other parts of the common interest community.

No assurances are made that the proportion of Limited Common Elements to Units created pursuant to any Development Right reserved by the Declarant will be equal to the proportion existing within other parts of Burnside Hope Condominium.

30. Applicability of restrictions in the declaration affecting use, occupancy, and alienation of units to any units created pursuant to any development rights.

Restrictions in the Declaration regarding the use, occupancy and alienation of Units will apply to all Units created in the Common Interest Community.

31. Applicability of assurances made in the event that any development right is not exercised by the declarant.

If any Development Right is not exercised by the Declarant, any assurances made in this Public Offering Statement with respect to that Development Right will not apply, but any assurances made with respect to other Development Rights will continue to apply.

32. Time share restrictions.

Time sharing as defined in Chapter 734b of the Connecticut General Statutes is prohibited by the Declaration.

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS OR HER PURCHASE CONTRACT. ALL DISCLOSURE MATERIALS AND CONTRACTS ARE IMPORTANT DOCUMENTS, AND IF NOT UNDERSTOOD, THE PROSPECTIVE PURCHASER SHOULD SEEK COMPETENT ADVICE.

Habitat for Humanity of North Central
Connecticut, Inc.

By: _____
Name:
Its:

Exhibit A

**DECLARATION OF
BURNSIDE HOPE CONDOMINIUM
EAST HARTFORD, CONNECTICUT**

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DECLARATION

Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation with an office in the City of Hartford, Connecticut hereby submits the property described in Exhibit A-1, to the provisions of the Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes, as amended, for the purpose of creating Burnside Hope Condominium.

ARTICLE I

Definitions

In the Documents, the following words and phrases shall have the following meanings:

Section 1.1 - Act. The Common Interest Ownership Act, Chapter 828 of the Connecticut General Statutes as it may be amended from time to time.

Section 1.2 - Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability, and votes in the Association, allocated to the Units in the Common Interest Community. The Allocated Interests are described in Article IX of this Declaration and shown on Exhibit A-2.

Section 1.3 - Association. Burnside Hope Homeowners Association, Inc., a non-stock corporation organized under the laws of the State of Connecticut is the Association of Unit Owners created pursuant to Section 47-243 of the Connecticut General Statutes.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Elements. All portions of the Common Interest Community other than the Units and any other interests in real property for the benefit of Unit Owners which are subject to the Declaration.

Section 1.6 - Common Expenses. The expenses for the operation of the Common Interest Community as set forth in Section 19.1 of this Declaration.

Section 1.7 - Common Interest Community. Burnside Hope Condominium.

Section 1.8 - Declarant. Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation or its successor as defined in Subsection (12) of Section 47-202 of the Connecticut General Statutes.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration to create Units, Common Elements, and Limited Common Elements within the Common Interest Community.

Section 1.11 - Director. A member of the Executive Board.

Section 1.12 - Documents. The Declaration, Survey and Plans recorded and filed pursuant to the provisions of the Act, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

Section 1.13 - Driveway. The driveway which shall service each Unit shall be located immediately in front of the garage serving that Unit.

Section 1.14 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Insurer be given the notice and other rights described in Article XVI11.

Section 1.15 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XVIII.

Section 1.16 - Executive Board. The Board of Directors of the Association pursuant to Chapter 602 of the Connecticut General Statutes, as amended to date.

Section 1.17 - Improvements. Any construction or facilities existing or to be constructed on the land included in the Common Interest Community, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.18 - Limited Common Elements. A portion of the Common Elements allocated by the Declaration or by the operation of Subsection (2) or (4) of Section 47-221 of the Connecticut General Statutes for the exclusive use of one or more but fewer than all of the Units. The Limited Common Elements in the Common Interest Community are described in Article V of this Declaration.

Section 1.19 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 25.1 of this Declaration.

Section 1.20 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 24.2 of this Declaration.

Section 1.21 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity.

Section 1.22 - Plans. The plans filed with this Declaration as Exhibit A-4, as they may be amended from time to time.

Section 1.23 - Property. The land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Act by this Declaration.

Section 1.24 - Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Common Interest Community, adopted by the Executive Board pursuant to this Declaration.

Section 1.25 - Security Interest. An interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.26 - Survey. The survey filed with this Declaration as Exhibit A-3, as it may be amended from time to time.

Section 1.27 - Unit. A physical portion of the Common Interest Community designated for separate ownership or occupancy, the boundaries of which are described in Section 4.3 of this Declaration.

Section 1.28 - Unit Owner. The Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE II

Name and Type of Common Interest

Community and Association

Section 2.1 - Common Interest Community. The name of the Common Interest Community is Burnside Hope, which is a condominium.

Section 2.2 - Association. The name of the Association is Burnside Hope Homeowners Association, Inc.

Section 2.3 - Purpose of this Declaration. The purpose of this Declaration is to establish easements, covenants, rights, obligations and restrictions to enable the Community to be developed as a unified development for the benefit of all Unit Owners.

ARTICLE III

Description of Land

Section 3.1 - The Common Interest Community is situated in the Town of East Hartford, Connecticut and is located on land described in Exhibit A-1.

Section 3.2 - Declaration of Easements, Covenants, Rights, Obligations and Restrictions. Declarant hereby declares all of the Property as shown on the Survey (see Exhibit ___) and described on Exhibit A-1 shall be held, sold, and conveyed subject to the provisions of this Declaration which are made for the express benefit of the Declarant and the present and future owners of all or any portion of the Property. The easements, covenants, rights, obligations and restrictions contained in this Declaration shall run with the title to the Units or any portion of the Units and bind all parties having any right title or interest in any portion of the Property, their heirs, successors and assigns and shall inure to the benefit of the Declarant and each Unit Owner of any portion of the Property.

ARTICLE IV

Maximum Number of Units, Identification and Boundaries

Section 4.1 - Number of Units. The Common Interest Community presently contains no Units. The Declarant will create ten (10) Units.

Section 4.2 - Identification of Units. All Units are identified by number and are shown on the Survey or Plans or both.

Section 4.3 - Boundaries. The boundaries of each Unit created by this Declaration are located as shown on the Survey and Plans and are more particularly described as follows:

- (a) A Unit shall comprise one of the separate and numbered Units which are designated on the Survey (A-3), Plans (A-4) and in the Table attached as Exhibit A-2 to this Declaration, excluding, however, all spaces and improvements lying below the plane formed by the upper surface of the unfinished concrete basement or concrete slab floor in garage areas in Residential Units, and excluding all spaces and improvements lying above

the plane formed by the upper most surface formed of ceiling joists on the uppermost level on each Unit, and excluding all spaces and improvements lying outside the plane formed by the interior surface of concrete basement walls and the plane formed by the interior surface of the interior sheathing of the exterior walls of each Unit and the plane formed by the center line of all interior partition walls between adjoining Units and excluding all spaces and improvements lying outside the undercoated and unfinished exterior surface of all window glass and exterior doors including any garage doors, and further excluding all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through any interior wall, attic space or partition for the purpose of furnishing utility or similar services to other Units or Common Elements or both.

- (b) Inclusions: Each Unit shall include the space and Improvements lying within the boundaries described in Subsection 4.3(a) above, and shall also contain any pipes, wires, ducts and conduits situated in the perimeter walls of the Unit serving only that Unit.
- (c) Exclusions: Except when specifically included by other provisions of Section 4.3, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsection 4.3(a) above; and all chutes, pipes, flues, ducts, wire, conduits, and other facilities running through any interior wall or partition running through any Unit for the purpose of furnishing utility and similar services to other Units or Common Elements or both.
- (d) Inconsistency with Survey and Plans: If this definition is inconsistent with the Survey and Plans, then this definition shall control.

ARTICLE V

Limited Common Elements

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

- (a) If any chute, chimney, flue, pipe, duct, wire, conduit, or any other fixture lies outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element, the use of which is limited to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the Common Elements is a part of the Common Elements.
- (b) Any shutters, awnings, window boxes, doorsteps, stoops, porches, patios and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited

Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

- (c) Stoops, steps, walkways and driveways at the entrance to each Unit and its attached garage, which provide access to less than all Units, the use of which is limited to the Unit to which it provides access.
- (d) Attic space above each Unit, the use of which is limited to the Unit beneath it.
- (e) Completed and screened sun porch serving one Unit, if the sun porch is not part of that Unit.
- (f) The Driveway located in front of the garage portion of each Unit is a limited common element servicing that Unit.
- (g) Any space heating, water heating and air conditioning apparatus and all electrical switches, television, telephone, and electrical receptacles and light switches serving one Unit exclusively, are Limited Common Elements allocated exclusively to that Unit and their use is limited to that Unit.

As to each of the foregoing, a right of use is reserved as an appurtenance to the particular Unit or Units as described above. The fee ownership of the Limited Common Elements, however, is vested in all of the Unit Owners.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. The Association shall be responsible for the clearing of snow from the roads and sidewalks, as well as the maintenance thereof. The Association shall also be responsible for the mowing of all grassed area in and around each of the units and all other common areas.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Elements. Notwithstanding the provisions of Section 6.1 and Section 6.2, each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios, decks, and walkways, which are Limited Common Elements appurtenant to his or her Unit.

In addition, each Unit Owner shall be responsible for the maintenance, repair and replacement of any screened porch servicing that Unit, including but not limited to the screened portion of the porch, the roof, walls and the flooring.

Furthermore, each Unit Owner shall be responsible for the maintenance, repair and replacement of those Limited Common Elements described in Article V Subsection (g) of this Declaration and the exterior doors and windows described in Article V Subsection (b) of this Declaration. Any maintenance, repair, or replacement of such Limited Common Elements shall be performed by licensed, insured, and Association approved contractors and shall be performed with materials of like or better quality as may be determined by the Association.

Furthermore, if a Unit Owner fails to keep a Limited Common Element for which he is responsible in a slightly and safe condition and in good repair, the Association may perform the necessary maintenance and repair and charge the cost thereof to such Unit Owner as if it were a common expense.

Section 6.4 - Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any conditions threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting From Negligence. Each Unit Owner shall reimburse the Association for any damages to any other Unit or to the Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

ARTICLE VII

Easements

Section 7.1 - Common Element Easement. All Unit Owners and the Association have a perpetual easement over all of the Units (a) to use and operate the Common Elements, and (b) to maintain, repair and or restore of the Common Elements.

Section 7.2 - Construction; Declarant's Easement. The Declarant reserves the right (a) to perform construction, maintenance and repair work within the Community including, but not limited to, construction of homes, the installation of driveways and curb cuts and related drainage installations and other work as contemplated in the plans

submitted to and approved by the City of East Hartford Planning and Zoning Commission in connection with the development of the Property as the same may be amended; (b) to construct underground utility lines, pipes, wires, ducts, conduits and other facilities across any land in the Community for the purpose of furnishing utility, drainage and other services to buildings and improvements to be constructed whether as Common Elements or part of Units, which may be shown on easement maps to be filed on the East Hartford land records (hereinafter the "Easement Maps"); (c) to store materials on unoccupied Units; (d) to control all such restoration work and repairs; and (e) to have unrestricted access thereto, until all Units are sold and all homes in the Community completed. All work may be performed by the Declarant without the consent or approval of the Executive Board.

(i) The Declarant has an easement through each of the Units, as may be reasonably necessary, for the purpose of discharging the Declarant's obligations, whether arising under the Act, reserved in the Declaration, or determined by the Executive Board to the extent reasonable access is not otherwise available and provided that any area disturbed by the exercise of such right is restored.

(ii) The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Community for the above-mentioned purposes. If the Declarant grants any such easements, the Survey shall be amended to include reference to the recorded easement, which may also be shown on the Easement Maps.

Section 7.3 - Encroachment Easement. If any portion of a Unit now encroaches upon that portion of another Unit as a result of the construction or remodeling of the Improvements thereon, or if any such encroachment shall occur as a result of the settling, rising or shifting of the earth, and the like, a perpetual easement for the encroachment and maintenance thereof shall and does exist. In the event of the damage or destruction of any such encroaching Improvements which are subsequently rebuilt following any such damage or destruction, encroachments of such rebuilt Improvements upon the adjoining portions of the Property shall be permitted; provided, however, such encroachment is no greater than previously existing and valid easements for such encroachments and the maintenance thereof shall be deemed in force so long as the Improvements stand, or as promptly rebuilt after damage or destruction.

Section 7.4 - Utility Easement. There is hereby created a blanket easement upon, across, over and under the Project and all of the Units for installing, replacing, repairing and maintaining all utilities, including, but not limited to water, sanitary and storm sewers, gas, telephone, electricity and satellite or cable television and/or internet facilities. By virtue of this easement it shall be expressly permissible for the Association, the utility companies or governmental entities supplying such utility service to erect and maintain the necessary equipment on the Property and to affix, repair and maintain water and sewer pipes, gas, electric and telephone wires, circuits, conduits and meters. Notwithstanding the preceding to the contrary, to the extent reasonably

economical and practically feasible, any such utility facility shall be placed or located in and upon the Unit being serviced thereby to the extent no more than two (2) Units are benefitting from such utility service.

Section 7.5 - Declarant's Personal Property Easement. The Declarant reserves the right to retain all personal property and equipment used in sales, management, construction and maintenance of the Community that has not been represented as property of the Association. The Declarant reserves the right to remove (promptly after the sale of the last Unit) from the Property any and all goods and personal property used in the development and marketing of the Units and in the construction of roads and Improvements upon the Property.

ARTICLE VIII

Restrictions On Use and Occupancy

Section 8.1 - Use and Occupancy Restrictions. Each of the Units and any Improvements thereon, shall be subject to the following use restrictions:

(a) Residential Use. All Units are restricted to residential use as single-family residences, including home professional pursuits not requiring regular visits from the public or unreasonable levels of mail, shipping, trash or storage. No sign indicating commercial or professional uses may be displayed outside a Unit or on the exterior of any home or Improvement on a Unit in the Community. No commercial or industrial use is permitted. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two (2) or three (3) per bedroom.

(b) Parking Spaces. Vehicle parking can be accomplished only in the Parking Spaces shown on the Survey and designated "PS". None of the Parking Spaces as shown on the Survey are assigned to any Unit in the Condominium. Each unit owner may use any unoccupied Parking Space to park a properly registered and operable motor vehicle. Each Unit Owner may only use two (2) of the Parking Spaces at any time and may not encroach upon, store materials on, or in any other way reserve a Parking Space, except for overnight parking of vehicles which should be removed the following morning to make the Parking Space available to another Unit Owner, etc..

(c) "Hazardous Substances"

(i) No "Hazardous Substances" shall be located on or be handled, generated, stored, processed or disposed of on, transported to or from or released or discharged from any (including underground contamination) except for those substances used by a Unit Owner, in the ordinary course of its business and in compliance with all "Environmental Laws".

(ii) For the purposes of this Declaration, "Hazardous Substances" means any hazardous, toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls, petroleum products, radon, lead-based paint, flammable explosives, radioactive materials, infectious substances or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws.

(iii) For the purposes of this Declaration, "Environmental Laws" mean any local, state or federal law, rule, regulation, policy, guideline, permit, authorization or the like pertaining to the regulation of protection of human health or safety, natural resources or the environment (including but not limited to the regulation or remediation of Hazardous Substances).

(d) Decorative Items and Flower Gardens. Decorative items are only allowed within the boundaries of each Unit as shown on the Survey.

(e) Parking. Parking for on the Common Area of the Condominium is for passenger automobiles only and no motor vehicles other than four-wheel vehicles bearing passenger car registration plates may be parked on the Common Area of the Condominium. No Unit Owner, member of its family, guest or invitee shall use any designated Parking Space as designated on the Survey in the Condominium use for personal use.

(f) Auxiliary Structures. No outbuildings, sheds, shacks, barns, tents (or other temporary structures are permitted in the Common Area.

(g) Siting of Improvements. The location of any Improvements, other than houses, driveways, and fences constructed by the Declarant, which deviates from Final Development Plan approved by the East Hartford Planning and Zoning Commission in connection with its approval of the rezoning of the Property as shown on the Survey as the same may be amended, must be approved by said Commission and the Executive Board at the sole cost and expense of the Unit Owner requesting permission for the additional Improvement, including the expenses, if any, of the Executive Board.

(h) Debris. No Unit shall be used or maintained as a dumping ground for rubbish or refuse, nor shall any disabled, dismantled, or abandoned vehicles or any junk of any kind be, or is permitted to be stored, parked, maintained or kept anywhere on a Unit.

(i) Garbage. Household trash or consumable product waste shall be kept in tightly closed sanitary containers, which must be stored in the garage of each Unit. No waste, trash or rubbish may be burned anywhere in the Community. Garbage bins must be returned to the applicable garage within 24 hours after the trash is picked up. Pick up of bulk items must occur within 48 hours after the item is left on the

sidewalk in front of the applicable Unit for pickup or the Association will have the item(s) picked up, and disposed of by the Association and the Association shall send the bills for such service to the applicable Unit Owner.

(j) **Offensive Use.** No noxious or offensive odors shall be made or emitted from any Unit or the buildings or Improvements located thereon. No noxious or offensive use shall be allowed on any Unit.

(k) **Leases.** Neither the Unit nor the home on the Unit or any other Improvement located on a Unit may be used, leased or rented for transient or hotel purposes. The Unit and the Improvements on the Unit must be and remain owner occupied and the primary residence of the Unit Owner.

(l) **Pets.** No animals or reptiles of any kind shall be raised, breed or kept on any Unit, except traditional household pets, such as dogs, cats, fish and turtles (but specifically excluding snakes), that each unit may contain no more than two customary pets (two dogs, or two cats, or one dog and one cat) and further provided that provided they are not kept bred or maintained for any commercial purpose; and provided that any pet creating a nuisance, unreasonable disturbance, noise or risk of injury to other residents, invitees or persons using the sidewalks in front of the Units shall be permanently removed from the Unit in accordance with rules established by the Association. No Pitbull, Pitbull Terriers or American Pitbull Terriers may be kept on the Property under any circumstances.

(m) **Satellite Dishes.** Satellite dishes may only be (i) professionally installed and (ii) installed only on the fascia board of the dwelling or the back face of the dwelling that will be using and paying for the satellite service that requires the satellite dish. No satellite dish may be affixed to the roof or any roofing material of the Unit.

(n) **Association Rules and Regulations.** Use of the Common Elements and the Units are further subject to the Rules and Regulations of the Association including, but not limited to those set forth on Schedule C and those adopted by the Executive Board from time to time.

Section 8.2 - Rules and Regulations. In addition to the general powers of the Executive Board, including those set forth in the Bylaws on Schedule B and in the Rules Regulations set forth on Schedule C, the Executive Board may establish reasonable Rules and Regulations to preserve, maintain and enhance the character and property value of the Units in the Community by enforcing the covenants, obligations and responsibilities of the Unit Owners set forth in this Declaration and the Bylaws, and the Rules and Regulations established by the Executive Board.

Section 8.3 - First Executive Board.

(a) The first Executive Board of the Association, who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

Karraine Moody President, _____, Secretary, and Michael A. DeRoy, Treasurer ("Financial Member")

(b) The organizational meeting of a newly elected Board of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

Section 8.4 - Declarant's Control of the Association.

(a) Subject to subsection (b) below, there shall be a period when the Declarant is in control the Association, during which period the Declarant, or persons designated by it, may appoint and remove the officers of the Association and members of the Executive Board. The period of Declarant control of the Executive Board shall terminate no later than the earliest of: (i) sixty (60) days after conveyance to Unit Owners other than the Declarant of seven (7) of the Units shown on the Survey; (ii) two (2) years after the Declarant has ceased to sale Units in the ordinary course of business; (iii) the date the Declarant, after giving written notice to the Unit Owners, records an instrument on the East Hartford Land Records voluntarily surrendering all rights to control activities of the Association; or (d) seven (7) years after the recording of this Declaration on the East Hartford Land Records. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of any of the foregoing periods; but in that event the Declarant may require, for the duration of the Period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(b) Not later than sixty (60) days after conveyance of seven (7) Units to Unit Owners other than a Declarant, at least one (1) member and not less than one -third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

(c) Except as otherwise provided in Subsection (b) above, not later than the termination of the period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members (not including the Officers of the Association) but no more than six (6) members (including the Officers of the Association) all of whom shall be Unit Owners. The Executive Board members and officers shall take office upon being elected.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a unanimous vote of all Persons present and entitled to vote at any

meeting of the Unit Owners at which a quorum is present, may remove any member of the Executive Board, with or without cause, other than a member appointed by the Declarant.

ARTICLE IX

Subsequently Allocated Limited Common Elements

No portion of the Common Elements may be subsequently allocated as Limited Common Elements except to the extent expressly allowed in this Declaration.1(b) and Section 12.1 of this Declaration.

ARTICLE X

Development Rights and Other Special Declarant Rights

Section 10.1 - Reservation of Development Rights. The Declarant reserves the following Development Rights:

- (a) The right to construct underground utility lines, pipes, wires, ducts, conduits, roadways and other facilities for the purpose of furnishing utility and other services to buildings and Improvements to be constructed. The Declarant also reserves the right to grant easements to public utility companies and to convey Improvements within those easements anywhere in the Common Interest Community for the above-mentioned purposes. If the Declarant grants any such easements, Exhibit A-1 shall be amended to include reference to the recorded easement.

Section 10.2 - Limitations on Development Rights. The Development Rights reserved in Section 10.1 are limited as follows:

- (a) The Development Rights may be exercised at any time, but not more than fifteen (15) years after the recording of the initial Declaration;
- (b) The quality of construction of any buildings and Improvement to be created on the Property shall be consistent with the quality of those constructed pursuant to this Declaration as initially recorded;
- (c) All Units and Common Elements created pursuant to the Development Rights will be restricted to residential use in the same manner and to the same extent as the Units created under this Declaration as initially recorded;
- (d) No Development Rights may be exercised unless approved pursuant to Section 18.5 of this Declaration.

Section 10.3 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Common Interest Community:

- (a) To complete Improvements indicated on the Survey and Plans filed with this Declaration;
- (b) To exercise any Development Right reserved in this Declaration;
- (c) To maintain sales offices, management offices, signs advertising the Common Interest Community, and models;
- (d) To use easements through the Common Elements for the purpose of making Improvements within the Common Interest Community;
- (e) To appoint or remove any officer of the Association or any Executive Board member during any period of Declarant control subject to the provisions of Section 8.9 of this Declaration.

Section 10.4 - Models, Sales Offices and Management Offices. As long as the Declarant is a Unit Owner, the Declarant and its duly authorized agents, representatives and employees may maintain any Unit owned by the Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

Section 10.5 - Construction; Declarant's Easement. The Declarant reserves the right to perform warranty work, and repairs and construction work, and to store materials in secure areas, in Units and Common Elements, and the further right to control all such work and repairs, and the right of access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Executive Board. The Declarant has such an easement through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Special Declarant Rights, whether arising under the Act or reserved in this Declaration.

Section 10.6 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

Section 10.7 - Declarant's Personal Property. The Declarant reserves the right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the property, promptly after the sale of the last Unit, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

Section 10.8 - Declarant Control of Association.

- (a) Subject to Subsection 8.4(b); there shall be a period of Declarant control of the Association, during which the Declarant, or persons designated by it, may appoint and remove the officers and members of the Executive Board. The period of Declarant control shall terminate no later than the earlier of:
- (i) sixty (60) days after conveyance of sixty percent (60%) of the Units that may be created to Unit Owners other than a Declarant;
 - (ii) two (2) years after all Declarants have ceased to offer Units for sale in the ordinary course of business; or
 - (iii) two (2) years after any right to add new Units was last exercised.

A Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event the Declarant may require, for the duration of the period of Declarant control, that specified actions of the Association or Executive Board as described in a recorded instrument executed by the Declarant be approved by the Declarant before they become effective.

- (b) Not later than sixty (60) days after conveyance of one-third (1/3) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) member and not less than one-third (1/3) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.
- (c) Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be Unit Owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 10.9 - Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument executed by the Declarant, any Special Declarant Right may be exercised by the Declarant during such period of time as the Declarant is obligated under any warranty or obligation, holds a Development Right to create additional Units or Common Elements, owns any Unit, or holds any Security Interest in any Unit, or for fifteen (15) years after recording this Declaration, whichever is earliest. Earlier termination of certain rights may occur by statute. In addition, the Declarant may reduce the term of any Special Declarant Rights in the Declarant's discretion.

Section 10.10 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere

with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE XI

Allocated Interests

Section 11.1 - Allocation of Interests. The table showing Unit numbers and their allocated interests is attached as Exhibit A-2. These interests have been allocated in accordance with the formulas set out in this Article IX. These formulas are to be used in reallocating interests if Units are added to the Common Interest Community.

Section 112 - Formulas for the Allocation of Interests. The Interests allocated to each Unit have been calculated on the following formulas:

- (a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Common Interest Community. For the purpose of this calculation, the floor areas of basements and attics are not to be counted.
- (c) Votes. Each Unit in the Common Interest Community shall have one (1) equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Exhibit A-2.

ARTICLE XII

Allocation and Reallocation of Limited Common Elements

Section 12.1 - Allocation of Limited Common Elements Not Previously Allocated. The Declarant has reserved the right, under Subsection 12.1(b) of this Declaration, to allocate as Limited Common Elements certain yard areas contiguous to Units shown on the Survey. If any such yard areas are so allocated, they shall be assigned to particular contiguous Units by amendment to this Declaration. All amendments shall specify to which Unit or Units the Limited Common Element is allocated.

Section 12.2 - Reallocation of Depicted Limited Common Elements. No Limited Common Element depicted on the Survey or Plans may be reallocated by an amendment to this Declaration pursuant to this Article XII except as part of a relocation of boundaries of Units pursuant to Article XIV of this Declaration.

Such amendment shall require the approval of all holders of Security Interests in the affected Units, which approval shall be endorsed thereon. The persons executing the amendment shall provide an executed copy thereof to the Association which, if the amendment complies with the provisions of this Declaration and the Act, shall record it. The amendment shall contain words of conveyance and shall be recorded and indexed in the names of the parties and the Common Interest Community.

The parties executing the amendment shall be responsible for the preparation of the amendment and shall reimburse the Association for its reasonable attorneys' fees in connection with the review of the amendment and for recording costs.

ARTICLE XIII

Additions, Alterations and Improvements

Section 13.1 - Additions, Alterations and Improvements by Unit Owners.

- (a) A Unit Owner:
 - (i) May make any improvements or alterations to the interior of any home or approved and permitted structure located on the Unit; provided that the improvement or alteration (A) does not harm the structural components of the home or the approved and permitted structure located on the Unit or (B) material decrease the value of the Unit;
 - (ii) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Common Interest Community, without permission of the Executive Board, which shall not grant such permission if the change in exterior appearance is not in harmony with the overall design and appearance of homes in the Community;
 - (iii) Nothing contained in this Declaration shall prohibit any Unit Owner from **temporarily** displaying flags, hanging flower baskets or wreaths at appropriate times without the Executive Board's consent. Any other decorative item needs approval of the Executive Board.
- (b) A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under

Subsection 13.1(a)(ii). The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules and Regulations, this Declaration and the Final Development Plan approved by the East Hartford Planning and Zoning Commission

- (c) Any applications to any department or to any governmental authority for a permit to make any additions, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.
- (d) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 13.2 - Additions, Alterations and Improvements by Executive Board.

Subject to the limitations of Sections 19.5 and 19.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE XIV

Relocation of Boundaries Between Adjoining Units

Section 14.1 - Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article XII, the boundaries between adjoining Units may be relocated by an amendment to this Declaration on application to the Association by the owners of the Units affected by the relocation. If the owners of the adjoining Units have specified a reallocation between their Units or their Allocated Interests, the application shall state the proposed reallocations. Unless the Executive Board determines, within thirty days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocation and indicates the Association's consent. The amendment shall be executed by those Unit

Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 14.2 - Recording Amendments. The Association shall prepare and record Surveys and Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers.

The applicants shall pay for the costs of preparation of the amendment and its recording.

ARTICLE XV

Amendments to Declaration

Section 15.1 - General. Except in cases of amendments that may be executed by the Declarant in the exercise of its Development Rights or by the Association under Sections 12.1 and 14.1, or by certain Unit Owners under Section 14.1 of this Declaration and Section 47- 237 of the Connecticut General Statutes and except as limited by Section 15.4 and Article XVIII of this Declaration, this Declaration, including the Survey and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2 - Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded. No action to challenge the validity of an amendment made by the Declarant may be brought more than one (1) year after the amendment is recorded and a true copy of the amendment has been delivered to the President or Secretary of the Association.

Section 15.3 - Recordation of Amendments. Every amendment to this Declaration shall be recorded in every town in which any portion of the Common Interest Community is located and, except as provided in Article XV, Section 15.4(b), is effective only on recording. An amendment, except an amendment pursuant to Article XIV of this Declaration, shall be indexed in the grantee's index in the name of the Common Interest Community and the Association and the grantor's index in the name of the parties executing the amendment.

Section 15.4 - When Consent of More Than 67% of the Unit Owners May Be Required. Except to the extent expressly permitted or required by provisions of the Act and this Declaration, the following amendments will require a vote in excess of sixty-seven percent (67%) of the Unit Owners and compliance with the following conditions:

- (a) No amendment may prohibit or materially restrict the permitted uses or occupancy of a Unit or other qualifications of persons who may occupy Units without a vote or agreement of Unit Owners to which at least eighty percent (80%) of the votes in the Association are allocated. Each amendment must provide reasonable protection for use and occupancy permitted at the time the amendment was adopted.

- (b) The time limits for the exercise of Development Rights specified in Section 8.2(a) of the Declaration may be extended, the number of Units which may be created by the Declarant pursuant to Section 8.2(b) of the Declaration may be increased and new Development Rights or other Special Declarant Rights may be created by amendment to the Declaration if persons entitled to cast at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to units not owned by the Declarant, agree to that action. The amendment must identify the Association or other persons who hold any new rights that are created. Written notice of the proposed amendment to the Declaration must be delivered to all persons holding Development Rights or security interests in those rights. Notwithstanding the provisions of Section 15.3 of the Declaration, such an amendment to the Declaration is effective thirty days after the amendment is recorded and notice is delivered unless any person entitled to notice under this subsection records a written objection within the thirty-day period, in which case the amendment is void, or unless all of the persons entitled to notice under this subsection consent in writing at the time the amendment is recorded, in which case the amendment is effective when recorded.

- (c) Although the boundaries between adjoining Units may be relocated pursuant to Article XIV of the Declaration, no amendment may change the boundaries between any Unit and the Common Elements to incorporate Common Elements within the Unit except under the following procedure:
 - (i) The owner of a Unit who wishes his boundaries to be relocated to include Common Elements will make application to the Association with a plan for the relocated boundaries in sufficient specificity to act as an amendment to the Declaration and the Plans attached as Exhibit A-4 to the Declaration and if necessary, a survey showing the relocated building location outline in sufficient detail to amend the Survey attached as Exhibit A-3 to the Declaration. The application shall contain such other information as the Executive Board may reasonably require to evaluate the

merits of the application and its effect on safety and structural soundness of any proposed change to the physical portions of the building involved. A fee sufficient to defer the costs of the Executive Board may be required to be paid.

- (ii) The amendment will be reviewed by the Executive Board and such consultants as it feels is necessary.
 - (iii) If the Executive Board approves the amendment, it will be submitted to a vote of the membership at a special meeting called for that purpose. Unless persons entitled to cast at least sixty-seven percent (67%) of the votes in the Association including sixty-seven percent of the votes allocated to Units not owned by the Declarant agree to the action, the amendment will not be approved.
 - (iv) The amendment will be executed by the Unit Owner of the Unit whose boundary is being relocated and by the President of the Association pursuant to the resolution of the Executive Board approving the amendment, attested by the Secretary, contain words of conveyance between the Unit Owner and the Association and be recorded in the town land records and be indexed in the name of the Unit Owner as grantee, and the Association as Granter or otherwise as appropriate.
- (d) No amendment may otherwise create or increase Special Declarant Rights, increase the number of Units or change the boundaries of any unit to incorporate Common Elements into the Unit in the absence of unanimous consent of the Unit Owners unless otherwise provided above.

Section 15.5 - Execution of Amendments. Amendments to this Declaration required by the Act is recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 15.6 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.7 - Consent of Holders of Security Interests. Amendments are subject to the consent requirements of Article XVIII.

Section 15.8 - Amendments to Create Units. To exercise any Development Right reserved under Section 15.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration. If necessary, the Declarant shall also

record either new Surveys and Plans necessary to conform to the requirements of subsections (a), (b) and (d) of Section 47-228 of the Act or new certifications of Exhibits A-3 and A-4 previously recorded if the Exhibits otherwise conform to the requirements of those Subsections.

The amendment to the Declaration shall assign an identifying number to each new Unit created and reallocate the Allocated Interests among all Units. The amendment shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated to the extent required by Subsection 47-227(a) of the Act.

ARTICLE XVI

Amendments to Bylaws

The Bylaws may be amended only by vote of two-thirds (2/3) of members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XVII

Termination

Termination of the Common Interest Community may be accomplished only in accordance with Section 47-237 of the Connecticut General Statutes.

ARTICLE XVIII

Mortgagee Protection

Section 18.1 - Effect. This Article establishes certain standards and covenants for the benefit of the holders of certain Security Interests (as defined in Section 1.25) and others identified in Section 14.1. This Article is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, this Article shall control.

Section 18.2 - Definitions. As used in this Article, the following terms are defined:

(a) **Eligible Mortgagee.** The holder of a first Security Interest on a Unit who has notified the Association, in writing, of its name and address, and that it holds a mortgage on a Unit. Such notice shall specify the Unit and the street address in which the holder has an interest and shall constitute a request that the Eligible Mortgagee be given notices and the benefit of other rights described in this Article.

(b) **Eligible Guarantor.** A guarantor of a first mortgage who has notified the Association in writing of its name and address and that it has guaranteed a first Security

Interest on a Unit. The notice shall specify the Unit and the street address affected by the insurance or the Security Interest and the notice shall constitute a request that the Eligible Guarantor be given the notices and other rights described in this Article.

(c) Approval of Consent. Whenever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding first Security Interests in Units which in the aggregate have allocated to them such specified percentage of Votes in the Association when compared to the total allocated to all Units then subject to first Security Interests held by Eligible Mortgagees

(d) If the notices required by subsections (a) and (b) of this subsection 14.2 are not received by the Secretary of the Association the mortgagee or guarantor will not be given notices of nor the benefit of the other rights described in this Article.

Section 18.3 - Notice of Actions. If the notices required by subsections (a) and (b) of this subsection 18.3 are received by the Secretary of the Association, the Secretary of the Association shall give prompt written notice to each Unit Owner and the applicable Eligible Mortgagee. The notice shall inform Eligible Mortgagee, as applicable, about:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or any Unit on which there is a first Security Interest held, insured, or guaranteed by the Eligible Mortgagee, as applicable.

(b) Any delinquency in the payment of Common Expense assessments owed by an Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that would require the consent of Eligible Mortgagees as specified in Section 18.2 of this Article.

(e) Any judgment rendered against the Association or the applicable Unit Owner.

Section 18.4 - Prior Consent Required for Document Changes. No amendment of any "material provision" of this Declaration, the Bylaws, Rules and Regulations, or any related document by the Association (as described in this Subsection 18.4) may be adopted without the approval of at least seventy-five percent (75%) of the Eligible Mortgagees holding first Security Interests on all Units. "Material provisions" include, but are not limited to, provisions affecting any one or more of the following:

- (a) Voting rights;
- (b) Boundaries of Units (except that when boundaries of only adjoining Units are involved, then only those Unit Owners and the Eligible Mortgagees with Security Interests on such Unit or Units must approve such action);
- (c) Imposition of additional restrictions on a Unit Owner's right to sell or transfer his/ hers/or their Unit; or
- (d) Termination of the legal status of Community after occurrence of substantial destruction or condemnation.

The foregoing consents do not apply to the exercise of any Development Right.

Section 18.5 - Inspection of Books and Other Documents. The Association shall permit any Eligible Mortgagee and Eligible Guarantor to inspect the books, records and financial statements of the Association and current copies of the Declaration, By laws and Rules and Regulations during normal business hours. If an Eligible Mortgagee and or Eligible Guarantor require copies of any document, the copying shall be at the expense of the Eligible Mortgagee and Eligible Guarantor.

Section 18.6 - Enforcement. The provisions of this Article XIV are for the benefit of Eligible Mortgagees and Eligible Guarantors and their successors and assigns, and may be enforced by any of them by any available means, in law, or in equity.

Section 18.7 - Attendance at Meetings. A representative of an Eligible Mortgagee or Eligible Guarantor may attend any meeting which a Unit Owner may attend.

ARTICLE XIX

Assessment and Collection of Common Expenses

Section 19.1 - Definition of Common Expenses. Common Expenses shall include:

- (a) Expenses of administration, maintenance, and repair or replacement of the Common Elements;
- (b) Expenses declared to be Common Expenses by the Documents or by the Act;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or

addition to the Common Elements or any other real or personal property acquired or held by the Association.

Section 19.2 - Apportionment of Common Expenses. Except as provided in Section 19.3, all Common Expenses shall be assessed against all Units in accordance with their percentage interest in the Common Expenses as shown on Exhibit A-2 to this Declaration.

Section 19.3 - Common Expenses Attributable to Fewer than all Units.

- (a) Any Common Expense which is made the responsibility of any Unit Owner pursuant to Article VI Subsection 6.3.
- (b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.
- (c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (d) Assessment to pay a judgment against the Association may be made only against the Units in the Common Interest Community at the time the judgment was rendered, in proportion to their Common Expense liabilities.
- (e) If any Common Expense is caused by the misconduct of a Unit owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.
- (f) Fees, charges, late charges, fines and interest charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.

Section 19.4 - Lien.

- (a) The Association has a statutory lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes delinquent. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second Security Interest in the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real property taxes and other governmental assessments or charges against the Unit. The lien is also prior to all Security Interests described in Subdivision (2) of this Subsection to the extent of the Common Expense assessments based on the periodic budget adopted by the Association pursuant to Section 19.5 of this Article which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of an action to enforce either the Association's lien or a Security Interest described in Subdivision (2) of this Subsection. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section is required.
- (d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within two (2) years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit actions to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) The Association's lien may be foreclosed in like manner as a mortgage on real property.
- (h) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessment, the court may appoint a receiver of the Unit Owner pursuant to Section 52-504 of the Connecticut General Statutes to collect all Sums alleged to be due

from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 19.5 of this Declaration.

- (i) If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessment against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest under Subsection 19.4(b). Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 19.5 - Budget Adoption and Ratification. Within thirty (30) days after adoption of any proposed budget for the Common Interest Community, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

Section 19.6 - Ratification of Non-budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 19.3 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for ratification in the same manner as a budget under Section 19.5.

Section 19.7 - Certificate of Payment of Common Expense Assessments. The Association on written request shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments against the Unit. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 19.8 - Monthly Payment of Common Expenses. All Common Expenses assessed under Sections 19.2 and 19.3 shall be due and payable monthly.

Section 19.9 -Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessment for the pertinent fiscal year to be immediately due and payable.

Section 19.10 - Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs.

Section 19.11 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 19.12 - Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

ARTICLE XX

Exculpation

The liability of the Unit Owner is strictly limited to the Unit Owner's estate in its Unit. No other asset of a Unit Owner shall be subject to execution for the satisfaction of any obligation of a Unit Owner under the provisions of this Declaration, the Bylaws or the Association's Rules and Regulations or the relationship of Unit Owners with respect to their Units. Any judgment, to which a Unit Owner may be entitled against another Unit Owner, that arises from the provisions of this Declaration, the Bylaws or the Associations Rules and Regulations or the relationship of a Unit Owner with respect to their Units shall so state.

ARTICLE XXI

Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one percent (51%) of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XXII

Persons and Units Subject to Documents

Section 22.1 - Compliance with Documents. All Unit Owners and occupants of Units, Eligible mortgagees, and Eligible Guarantors shall comply with this Declaration, the Bylaws, Rules and Regulations, and all related documents. The acceptance of a deed, the exercise of any incident of ownership, or the entering into occupancy of a Unit shall constitute a Unit Owner, Eligible Mortgagee, and anyone residing on the Unit's agreement that the provisions of this Declaration, the Bylaws, Rules and Regulations, and all related documents are accepted and ratified by such Unit Owner and it's family, Eligible Mortgagee and anyone residing on the Unit and all of the provisions of this Declaration, the Bylaws, the Rules and Regulations, and all related documents are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 22.2 - Adoption of Rules. The Executive Board may, after notice and comment as provided in Section 25.1, adopt reasonable Rules and Regulations regarding the use, maintenance and aesthetics of the Units.

ARTICLE XXIII

Insurance

Section 23.1 - Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 23.2 and 23.3 of this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at the respective last known addresses.

Section 23.2 - Property Insurance.

- (a) Property insurance covering:
 - (i) The project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any improvements and betterments whether part of a Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies and

excluding any improvements and betterments installed by Unit Owners; and

(ii) All personal property owned by the Association.

(b) Amounts. The project facilities for an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The maximum deductible for insurance policies shall be \$10,000.00 or not less than one percent (1%) of the policy face amount.

(c) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(d) Other Provisions: Insurance policies required by this Section shall provide that:

(i) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.

(ii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(iv) Loss shall be adjusted with the Association.

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and, in the absence of such designation, to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee.

- (vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (vii) The name of the insured shall be substantially as follows:

“Burnside Hope Homeowners Association, Inc. for the use and benefit of the individual Owners”.

Section 23.3 - Liability Insurance.

(a) The Association shall provide, and shall keep in force at all times, for the benefit of the Association and its Members, a comprehensive policy of liability insurance insuring against claims of loss of life and bodily injury and property damage and which shall also contain a contractual liability endorsement naming the Association, its members and any designees of the Association or its members as additional insureds. The policy shall protect the Association, its Members and any designees of either against any liability occasioned by any occurrence on or about or involving the Common Elements or any real property owned or maintained by the Association.

(i) The policy is to be written: (A) by a good and solvent insurance company licensed to do business in Connecticut; and (B) in the amount of \$1,000,000 per claimant and in the aggregate amount of \$2,000,000 per occurrence. These amounts may be changed by a vote of a majority of the Unit Owners.

(ii) (A) Each Unit Owner hereby releases each of the other Unit Owners and the Association and their officers, directors, agents, partners, servants and employees from any liability and waives on behalf of its Guarantor, any claim for any loss or damage to any or all property, including any resulting loss of rents or profits of each, and of any occupant claiming its right of occupancy by or through it, located upon the Premises, which loss or damage is of a type that could be insured against, regardless of any negligence on the part of the released persons, which may have contributed to or caused such loss or damage.

(B) Each Unit Owner and the Association covenants that to the extent it is not already unconditionally authorized to waive the subrogation rights of its Guarantor, it will obtain for the benefit of each such person an express waiver of any right of subrogation which the Guarantor may acquire against any such person, by virtue of the payment of any such loss covered by such insurance.

(C) During any period of time a Unit Owner or the Association has not obtained such waiver from any claims they or their insurance carriers may assert which otherwise would have been released and waived pursuant to this section, and

regardless of the reason for failing to do so, no other Unit Owner or the Association, nor such other Unit Owner's or the Association's Guarantor, shall be deemed to have released and/or waived subrogation rights against the Unit Owner or the Association who has not obtained such waiver.

(D) Each Unit Owner shall maintain what is commonly call "Renters Insurance" to protect the interior of the unit and all of their personal property and improvements. The Amount, and covered items shall be sufficient to completely rebuild and refit the interior of the Unit should a fire or other casualty occur in the Unit or which would affect the unit.

- (a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:
- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his or her interest in the Common Elements or membership in the Association.
 - (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or member of his or her household.
 - (iii) No act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
 - (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
 - (v) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 23.4 - Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit and to each servicer that services a FNMA-owned

or FHLMC-owned mortgage on a Unit and to the insurance trustee, if any, before the bond can be canceled or substantially modified for any reason.

Section 23.5 - Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 23.6 - Workers' Compensation Insurance. The Executive Board shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Connecticut.

Section 23.7 - Directors' and Officers' Liability Insurance. The Executive Board shall obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 23.8 - Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 23.9 - Premiums. Insurance premiums shall be a Common Expense.

ARTICLE XXIV

Damage To Or Destruction Of Property

Section 24.1 - Duty to Repair or Restore. Any portion of the Common Elements for which insurance is required under Article XXIII which are damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Community is terminated, in which case Section 47 237 of the Act shall apply; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) eighty percent (80%) of Unit Owners, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 24.2 - Certificates by the Executive Board. An insurance trustee, if one is appointed under the provisions of Section 18.6, may rely on the following certifications in writing made by the Executive Board:

- (a) Whether or not the damaged or destroyed Community is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 24.3 Negligence or Carelessness of Unit Owner. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered

necessary by its act, neglect or carelessness, or by that of any member of the Unit Owner's family, or its or their guests, employees, agents, or invitees no matter where the act, neglect or carelessness occurs in, on or over their Unit or any of the Units in the Community. Such liability shall include any increase in insurance rates occasioned by use, misuses, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company or rights of subrogation. The expense for any maintenance, repair or replacement, as provided in this section, shall be charged to said Unit Owner, as a specific item which shall, subject to subsection Section 15.3 of this Declaration, be a lien against said Member's Unit with the same force and effect as if the charge were a part of the Common Expenses.

24.4. Unit Owner's Duty to Repair. Any portion of any Unit or Improvement on a Unit for which insurance is required under Article XVIII which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless (a) the Community is terminated, in which case Section 47-237 of the Act shall apply; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) eighty percent (80%) of Unit Owners, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

24.5 Segregation of Repair Funds. All insurance proceeds received by the Association as a result of any such damage or destruction shall be deposited in a special account with a federally-insured depository and, except as provided in Section 24.7 below, the funds in that account shall be used solely for the purpose of paying for repairs necessitated by such damage or destruction. If the insurance proceeds are insufficient to pay the full cost of such repairs, the Board shall levy a special assessment pursuant to Article XV above to cover the shortfall in insurance proceeds, and all funds collected as a result of such special assessment shall be deposited in the special account referred to in the preceding sentence.

24.6 Competitive Bids; Bonds; Exceptions. If the estimated cost of repairing the damage or destruction exceeds \$5,000, the Executive Board shall not cause the Association to enter into any contract for the repairs without first seeking sealed bids from at least three (3) licensed contractors capable of performing the repairs. Any contract for such repairs shall require the contractor to provide performance and payment bonds for the benefit of the Association. Notwithstanding any other provision of this section, however, the Executive Board may authorize, by unanimous action, the Association to enter into a contract without seeking or obtaining competitive bids, to waive the bond requirement, or both.

24.7 Repair; Disposition of Surplus. As soon as the necessary funds have been collected, to repair the Common Elements the Association shall proceed to have the damage or destruction repaired with all reasonable speed and diligence. Any funds remaining in the special account established pursuant to Section 24.5 following completion of and payment for the repairs shall be transferred to the Association's

reserves; provided, that if a special assessment was levied to pay for all or part of the cost of such repairs, the Board may by unanimous action direct that some part or all of such remaining funds be distributed to the Unit Owners. If the Board directs such a distribution to Unit Owners, the distributable funds shall be distributed to the Unit Owners in proportion to their actual contributions (exclusive of interest, late charges or collection costs attributable to delinquency in payment) to the special assessment.

ARTICLE XXV

Rights to Notice and Comment; Notice and Hearing

Section 25.1 - Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules, whenever the documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 25.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 25.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXVI

Open Meetings

Section 26.1 - Access. All meetings of the Executive Board, at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided. Minutes of meetings of the Executive Board (other than executive sessions) shall be available within fifteen (15) days after any such meeting for inspection by Unit Owners during normal business hours at a reasonable convenient location to be determined by the Executive Board.

Section 26.2 - Notice. Written notice of every open meeting shall be mailed to Unit Owners not less than seventy two (72) hours prior to the time set for such meeting. Such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 26.3 - Executive Sessions. Meetings of the Executive Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, but only if either:

- (a) No action is taken at the executive session requiring the affirmative vote of Directors; or
- (b) The action taken at the executive session involves personnel, pending litigation, or enforcement actions.

ARTICLE XXVII

Condemnation

If part or all of the Common Interest Community is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable in accordance with Section 47-206 of the Connecticut General Statutes.

ARTICLE XXVIII

Miscellaneous

Section 28.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 28.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural and vice versa, whenever the context of the Documents so require.

Section 28.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 28.4- Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

Section 28.5 - Conflict. The Documents are intend to comply with the requirements of Chapter 828 and Chapter 602 of the Connecticut General Statutes. In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

In Witness Whereof, the Declarant has caused this Declaration to be executed this ____ day of _____, 2022.

Signed, Sealed and Delivered
in the Presence of:

Habitat for Humanity of North Central
Connecticut, Inc.

By: _____
Name:
Its:

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, President of Habitat for Humanity of North Central Connecticut, Inc., a Connecticut corporation on behalf of the corporation.

Notary Pubic/Commissioner of the
Superior Court

DESCRIPTION OF LAND
(Declaration Exhibit A-1)

TABLE OF INTERESTS

(Declaration Exhibit A-2)

Unit No.	Percentage Share of Common Elements	Percentage Share of Common Expenses	Vote in the Affairs of the Association
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TO BE COMPLETED WHEN THE FIRST UNIT IS DECLARED
(The type of Unit may be indicated in the future)

EXHIBIT A-3
Condominium Plan

On the following page is a copy of the general layout plan showing the location of the Common Interest Community and approximate location of the Units to be constructed. Prior to the time that the first Unit is declared, a more specific plan will be provided that will show the location of the first Unit and subsequent maps will show the location of the subsequent Units.

EXHIBIT A-4
Architectural Plans

The following pages show the Units that the Declarant intends to construct. At the time the first Unit is declared, the final plans will be provided with respect to the Units.

ARCHITECT OR ENGINEER'S CERTIFICATE OF COMPLETION

(Declaration Exhibit A-5)

This Certificate is given with respect to the Declaration of Burnside Hope Condominium by Habitat for Humanity of North Central Connecticut, Inc., recorded contemporaneously herewith in the Land Records of the Town of East Hartford.

I hereby certify, to the best of my knowledge and belief:

1. That all structural components of the buildings containing the Unit# _____ is substantially completed in accordance with the Survey attached to the Declaration as Exhibit A-3 and the Plans attached as Exhibit A-4.
2. That said Certificate is made pursuant to the provisions of Section 21 of the Common Interest Ownership Act.

Dated: _____, 20__

Registered Engineer
Registration No.

**CONTRACT FOR
SALE OF LAND FOR PRIVATE REDEVELOPMENT**

AGREEMENT, consisting of this Part I and Part II annexed hereto and made a part hereof (which Part I and Part II are together hereinafter called "Agreement"), made on or as of the ___ day of February, 2022, by and between the East Hartford Redevelopment Agency, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Agency"), established pursuant to Chapter 130 of the General Statutes of Connecticut, as amended (hereinafter called "Urban Renewal Act") and having its office at East Hartford Town Hall, 740 Main Street in the Town of East Hartford, (hereinafter called the "Town"), County of Hartford, and State of Connecticut 06108 and Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc., a Connecticut Corporation, having an address at 780 Windsor Street, Hartford, CT 06120 (hereinafter called the "Redeveloper").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the Agency Act, the Agency has undertaken a program for the clearance and reconstruction or rehabilitation of substandard, deteriorating or blighted areas in the Town, and in this connection is engaged in carrying out an urban renewal project known as the "Burnside Avenue Redevelopment Plan" (hereinafter called the "Plan" or "Project") in the area described in the Plan (hereinafter called "Project Area"); and

WHEREAS, as of the date of the Agreement there has been prepared and approved by the Agency a plan for the Project, approved by the Agency on August 25, 1997, and approved by the

Town Council of the Town on September 2, 1997, and recorded on the East Hartford Land Records (as it may hereafter be amended from time to time, hereinafter called "Urban Renewal Plan");

WHEREAS, in order to enable the Agency to achieve the objectives of the Urban Renewal Plan and particularly to make the land in the Project Area available for redevelopment by private enterprise for redevelopment for and in accordance with the uses specified in the Urban Renewal Plan; and

WHEREAS, the Agency has offered to sell and the Redeveloper is willing to purchase certain real property located in the Project Area, known as 550-560 Burnside Avenue and more particularly described in Schedule A annexed hereto and made a part hereof (which property as so described is hereinafter called "Property") and to redevelop the Property for and in accordance with the Agreement and the Urban Renewal Plan, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited; and

WHEREAS, the Agency believes that the redevelopment of the Property pursuant to the Agreement are in the vital and best interests of the Town and the health, safety, morals, and welfare of its residents.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

SEC.1 SALE: PURCHASE PRICE.

Subject to all the terms, covenants, and conditions of the Agreement, the Agency will sell the Property to the Redeveloper for, and the Redeveloper will purchase the Property from the Agency and pay therefore the sum of one hundred thousand and No /100s Dollars (\$100,000),

hereinafter called "Purchase Price", to be paid by wire transfer, bank cashier's check, or certified check simultaneously with the delivery of the deed.

SEC.2 CONVEYANCE OF PROPERTY.

(a) Form of Deed. The Agency shall convey to the Redeveloper title to the Property by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall, in addition to the condition subsequent provided for in Section 704 hereof, and to all other conditions, covenants, and restrictions set forth or referred to elsewhere in the Agreement, be subject only to the following:

(i) Any and all easements for utilities, both public and private, sewers, water lines, streets and rights-of-way, as are contained in the Urban Renewal Plan;

(ii) Such reservations, encumbrances or restrictions set forth in the Urban Renewal Plan;

(iii) All provisions of any zoning ordinances enacted by the Town and any and all other provisions of municipal ordinances, regulations or public or private laws. The Agency will not create any further such easements, reservations, encumbrances or restrictions without consent of the Redeveloper; and

(iv) Any further matters to which the Property may be subject as set forth in Schedule B, attached hereto and made a part hereof.

The above-described title to the Property to be conveyed shall hereinafter be referred to as "Title" and the above-described exceptions to title to the Property shall hereinafter be referred to as the "Permitted Exceptions."

(b) Marketable Title.

(i) If Agency is unable to convey good and marketable title to the Property to Redeveloper as herein required on the Closing Date then, and in that event, Agency shall, at its option, have a further period of thirty (30) days within which to perfect title. If, at the end of said period, Agency is unable to convey good and marketable title to the Property free and clear of all encumbrances, except for the Permitted Encumbrances, then Redeveloper may elect to accept such title as Agency can convey, upon the payment of the Purchase Price, or may on that ground terminate this Agreement. Upon such termination of this Agreement, Redeveloper shall be entitled to receive the Deposit (as hereinafter defined), and neither party shall have any further rights or obligations hereunder, except for those specifically provided herein to survive such termination.

(ii) Agency shall be conclusively deemed unable to convey good and marketable title to the Property pursuant to this Agreement in the event Redeveloper's title insurance company is unwilling to issue, at regular rates and without collateral support from the Agency in the form of guarantees, escrow, etc., an owner's title insurance policy in the amount of the Purchase Price, insuring good and marketable title to the Property in Redeveloper or its assignee or nominee, as of the date of recording the Deed to be delivered at closing, without exceptions other than the Permitted Exceptions. In the event that the Agency is unable to deliver such good and marketable title, then Redeveloper may terminate this Contract by written notice to the Agency and all amounts held by the Agency as Deposit shall be promptly returned to Redeveloper.

(c) Time and Place for Delivery of Deed. The Agency shall deliver the Deed and possession of the Property to the Redeveloper within sixty (60) business days after the date of this Agreement (the "Closing" or "Closing Date"). Evidence of a commitment for mortgage

financing, satisfactory to the Agency in its sole discretion shall be submitted upon execution of this purchase contract. Conveyance shall be made at the principal office of the Agency or at a location acceptable to the Agency. The Redeveloper shall accept such conveyance and pay the Purchase Price to the Agency at such time and place.

(d) Apportionment of Current Taxes. The portion of the current taxes, if any, on the Property which are a lien on the date of delivery of the Deed to the Redeveloper allocable to buildings and other improvements which have been demolished or removed from the Property by the Agency shall be borne by the Agency, and the portion of such current taxes allocable to the land, shall be apportioned between the Agency and the Redeveloper on the July 1 to June 30 fiscal year basis, as of the date of the delivery of the Deed.

(e) Recordation of Deed. The Redeveloper shall promptly record the Deed in the East Hartford Land Records.

(f) Title Evidence and Transfer Tax. The Redeveloper shall pay the cost of its own title insurance or title evidence, and shall further pay the cost of recording the Deed. The Agency will furnish conveyance tax forms reflecting exemption from conveyance taxes for conveyances by a governmental agency.

SEC.3 GOOD FAITH DEPOSIT.

(a) Amount. The Redeveloper has, prior to or simultaneously with the execution of the Agreement by the Agency, delivered to the Agency a good faith deposit of a certified check satisfactory to the Agency in the amount of ten thousand and NO/100s. Dollars \$10,000.00), (hereinafter called "Deposit"), as security for the performance of the obligations of the Redeveloper to be performed prior to the return of the Deposit to the Redeveloper, or its retention

by the Agency as liquidated damages, or its application on account of the Purchase Price, as the case may be, in accordance with the Agreement.

Deposit

(b) The deposit shall be held in escrow in accordance with the terms hereof by the Agency pursuant to its customary practice.

(c) Application to Purchase Price. In the event the Redeveloper is otherwise entitled to return of the Deposit pursuant to paragraph (e) of this Section, upon written request of the Redeveloper the amount of the Deposit if paid in cash or by certified check shall be applied on account of the Purchase Price at the time payment of the Purchase Price is made.

(d) Retention by Agency. Upon termination of the Agreement as provided in Sections 703 and 704 hereof, the Deposit or the proceeds of the Deposit, if not theretofore returned to the Redeveloper pursuant to paragraph (e) of this Section, including all interest payable on such Deposit or the proceeds thereof after such termination, shall be retained by the Agency as provided in Sections 703 and 704 hereof.

(e) Return to Redeveloper. Upon termination of the Agreement as provided in Section 702 hereof, the Agency shall cause the Deposit to be returned to the Redeveloper as provided in Section 702 hereof. If the Agreement shall not have been terminated as in Sections 702 and 703 hereof provided, or if title has not reverted as in Section 704 hereof provided, the Agency shall return the Deposit to the Redeveloper within thirty (30) days after the issuance by the Agency to the Redeveloper of a certificate of completion evidencing completion of the Improvements on the Property, as provided in Section 308 hereof.

(f) Special Conditions. The following conditions will apply to the Property: Development of the Property will be consistent with Final Construction Plans as approved by Agency.

SEC.4 TIME FOR COMMENCEMENT AND COMPLETION OF IMPROVEMENTS.

The construction of the Improvements referred to in Section 301 hereof shall be commenced in any event within **360 days** after the date of the Deed, and, except as otherwise provided in the Agreement, shall be completed by **April 1, 2026** after such date, subject, however, to applicable notice and cure periods set forth in Part II hereof.

SEC.5 FOR CERTAIN OTHER ACTIONS.

(a) Time For Submission of Preliminary Construction Plans and Draft of the Declaration for the Common Interest Community that will govern the creation and sale of 10 single family homes (units) on the Property. The Agency acknowledges that Preliminary Construction Plans and a Draft of the Declaration for the Common Interest Community that will govern the creation and sale of 10 single family homes (units) on the Property have been submitted and approved. The Agency shall approve Redeveloper's Final Construction Plans, provided that they are consistent with the approved Preliminary Construction Plans, and otherwise provide for the construction of a private access road with specifications which are sufficient to provide access to the 10 single family homes and which allow for emergency vehicles, trash removal, lighting and such other specifications related to private access roads as reasonably required by the Town of East Hartford Development office and the East Hartford Planning and Zoning Commission.

(b) Time for Submission of Final Construction Plans. The Redeveloper shall submit its "Final Construction Plans" (as defined in Section 301 hereof) to the Agency, pursuant to Section 301 hereof, within a reasonable time after the date of execution of this Contract.

(c) Time For Submission of Corrected Preliminary and Final Construction Plans.

Except as provided in Paragraph (d) of this Section 5, the Redeveloper shall submit any new or corrected Final Construction Plans as provided for in Section 301 hereof within a reasonable time after the date the Redeveloper receives written notice from the Agency of the Agency's rejection of the Final Construction Plans referred to in the latest such notice.

(d) Maximum Time for Approved Final Construction Plans/Time for Agency Action on Change in Preliminary and Final Construction Plans. The Agency may reject any change in the Preliminary and/or Final Construction Plans, as provided in Section 302 hereof, provided that it shall do so, if at all, within sixty (60) days after the date of the Agency's receipt of notice of such change.

(e) Time for Submission of Evidence of Equity Capital, and Mortgage Financing.

The time within which the Redeveloper shall submit to the Agency, evidence as to equity capital and any commitment necessary for mortgage financing, as provided in Section 303 hereof, within a reasonable time after the date of written notice to the Redeveloper of approval of the Final Construction Plans by the Agency, or, if the Final Construction Plans shall be deemed to have been approved as provided in Section 301 hereof, shall be not later than one hundred eighty (180) days after the expiration of thirty (30) days following the date of receipt by the Agency of the Final Construction Plans so deemed approved.

SEC.6 PERIOD OF DURATION OF COVENANT OF USE.

The covenant pertaining to the use of the Property, set forth in Section 401 hereof, shall remain in effect from the date of the Deed until September 2, 2027, the period specified or referred to in the Urban Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Urban Renewal Plan, on which date, as the case may be, such

covenant shall terminate.

SEC.7 NOTICE AND DEMANDS.

A notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(i) in the case of the Redeveloper, is addressed to or delivered personally to the Redeveloper at the address set forth above.

(ii) in the case of the Agency, is addressed to or delivered personally to the Agency at 740 Main Street, East Hartford, Connecticut, or at other address with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Notice shall be deemed to have been given as of the later to occur of the postmarked date or the date of confirmed receipt. The attorneys for the parties hereto are authorized to give any notices under this Agreement. The above addresses may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

SEC.8 SPECIAL PROVISIONS.

(a) Agents and Brokers. The parties hereto agree and warrant that they have dealt directly with each other in connection with the within described transfer. The Agency represents that there is no agent or broker entitled to a commission by reason of said transfer.

(b) Survival/Provisions of Agreement Binding on All Parties. The provisions of the Agreement shall survive the closing and shall be binding upon the Town, the Agency and the

Redeveloper, and all successors in interest and assigns of the Town, the Agency and the Redeveloper.

(c) Environment Matters.

Upon the Closing and transfer of title, the Redeveloper waives and releases the Agency, its members, officials and employees from any claims arising or to arise from or related to the presence or alleged presence of asbestos or harmful or toxic substances in, on, under or about the Property including, without limitation, any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental and other conditions, or (iii) this Agreement of the common law.

Definition of "Hazardous Substance or Pollutant". For the purposes of this section, the terms "hazardous substance" and "pollutant" are defined by reference to 42 U.S.C. § 9601 et seq.

(d) Consent to Jurisdiction. Redeveloper agrees that the execution of this Agreement and the performance of its obligations hereunder shall be deemed to have a Connecticut situs, and Redeveloper shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Agency may commence hereunder. Accordingly, Redeveloper hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement.

(e) No Representations. Except as specifically set forth herein, the Agency makes no warranties or representations as to the Property. Redeveloper acknowledges that, except as expressly set forth in this Agreement, Agency has not made any representations or warranties

concerning the condition or value of the Property, including but not limited to, its compliance with zoning, utilities, access, suitability for a particular use or compliance with local, state and federal statutes, including, without limitation, present compliance with applicable land use and Environmental Laws. Redeveloper has not relied and will not rely on, and Agency is not liable for or bound by, any express or implied warranties, guaranties, statements, representations or information pertaining to the Property made or furnished by Agency or any agent of Agency to whomever made or given, directly or indirectly, verbally or in writing, unless specifically set forth herein. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by Agency or by any partner, officer, person, firm, agent, or representative acting or purporting to act on behalf of Agency as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the condition, repair, value, expense of operation or income potential of the Property or any portion thereof. Agency makes no representations or warranties as to whether the Property is subject to or contains "Hazardous Substance or Pollutant" (as defined by reference to 42 U.S.C. § 9601) or pertaining to the extent, location or nature of the same or is in violation of any Environmental Law. Except as expressly set forth in this Agreement, the sale of the Property hereunder is and shall be "AS-IS," "WHERE IS," and "WITH ALL FAULTS" as of the Closing Date.

SEC.9 COUNTERPARTS.

This Agreement is executed in three (3) counterparts each of which shall constitute one and the same instrument.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by its Chairman and the Redeveloper has caused the Agreement to be duly executed, on or as of the day first above written.

Witnessed by:

EAST HARTFORD REDEVELOPMENT AGENCY

By: _____
Name:
Title:

Habitat for Humanity of North Central Connecticut, Inc. f/k/a Hartford Area Habitat for Humanity, Inc.

By: _____
Name: Karraine Moody
Title: Chief Executive Officer

STATE OF CONNECTICUT)

)

ss. _____ 2022

COUNTY OF HARTFORD)

Personally appeared Ellen McCreery, Chairman of the East Hartford Redevelopment Agency, signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said agency, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

)

ss. _____, 2022

COUNTY OF HARTFORD)

Personally appeared Karraine Moody, Chief Executive Officer of Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc. signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

SCHEDULE A
Description of Property

550-560 Burnside Avenue:

All that certain piece or parcel of land, together with the improvements located thereon, situated in the Town of East Hartford, County of Hartford, and State of Connecticut, known as 550-560 Burnside Avenue, which premises are shown on a survey on file in the Office of the Town Clerk of East Hartford, Map No. 994, entitled, "MADISON CONDOMINIUM Burnside Avenue East Hartford, Connecticut Gardner & Peterson Associates 575 Old Post Road, Tolland, Connecticut Professional Engineers Land Surveyors by M.L.T. Scale AS SHOWN Date 10/9/81 Sheet No. 3 of 27 Map No. 8773, Certified Substantially Correct Class A-2 Kenneth R. Peterson L.S. 10839", and being more particularly bounded and described as follows:

COMMENCING: at a monument on the northerly side of Burnside Avenue which marks the southeasterly corner of the land herein described and the southwesterly corner of land now or formerly of Burnside Theater, Inc.;

THENCE: running along the northerly side of Burnside Avenue the following courses and descriptions:

N 86° 09' 49" W a distance of one hundred two and ninety-one hundredths (102.91) feet to a point;

N 85° 20' 48" W a distance of two hundred twelve and eighty one hundredths (212.80) feet to a monument

THENCE: running N 10° 17' 24" E along land now or formerly of Gerald R. Lublin, Richard K. Lublin and Dennis N. Kantor, a distance of four hundred twenty-seven and twenty-eight one hundredths (427.28) feet to a monument;

THENCE: running S 80° 39' 56" E along land now or formerly of Lawrence and Anna Catalai, a distance of forty six and sixty six one hundredths (46.66) feet to a point;

THENCE: running N 9° 50' 43" E along land now or formerly of Lawrence and Anna Catalai, land now or formerly of Susan L. and William H. (II) Ahlers, and land now or formerly of Thomas G. Flint, partly along each, in all a distance of two hundred thirty and seventy-seven one hundredths (230.77) feet to a monument;

THENCE: running S 89° 47' 51" E along land now or formerly of Arnold G. (Jr.) and Paulette L. Davis, a distance of eighty-nine and eighty-nine one hundredths (89.89) feet to an iron pin;

THENCE: running along land now or formerly of Burnside Theater, Inc. the following two courses and distances:

S 09° 31' 34" W a distance of two hundred forty-five and seventy-four one hundredths (245.74) feet to an iron pin;

S 81° 44' 51" E a distance of seventy-seven and twenty-nine one hundredths (77.29) feet to an iron pin;

S 10° 41' 44" W a distance of one hundred thirty-four and seventy-eight one hundredths (134.78) feet to a monument;

S 80° 49' 00" E a distance of ninety-nine and twenty-one one hundredths (99.21) feet to a monument;

S 09° 52' 51" N a distance of two hundred sixty-six and twenty-seven one hundredths (266.27) feet to a monument which is the point of beginning.

SCHEDULE B

(A) The provisions of that certain "Burnside Avenue Redevelopment Plan" prepared by and approved by the Agency on August 25, 1997, and approved by the Town Council of the Town of East Hartford on September 2, 1997, and recorded in the East Hartford Land Records, at Volume ___, Page ___, (as it may hereafter be amended from time to time, the "Renewal Plan"), the terms of which shall be deemed to apply to the Property to the greatest extent possible, including, without limitation, any and all easements for utilities, both public and private, sewers, water lines, streets rights-of-way, reservations, encumbrances and restrictions as may be set forth in the Renewal Plan, notwithstanding anything to the contrary, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited.

(B) All provisions of any ordinances, municipal or other governmental regulation or public or private law, including, without limitation, zoning ordinances.

(C) All provisions of that certain Contract for Sale of Land for Private Development (Parts I and II) (the "Contract for Sale") by and between Agency and Redeveloper of near date herewith, to be recorded in the land records of the Town of East Hartford, including, without limitation, the following provisions:

(i) Intentionally deleted.

(ii) From the date of this Deed until September 2, 2027, the period specified or referred to in the Renewal Plan, or until such date thereafter to which it may be extended by proper amendment of the Renewal Plan, the Redeveloper shall:

(a) Devote the Property to, and only to, the uses (i) specified in the Renewal Plan and (ii) approved by the Agency in accordance with the provisions of Section 503B of the Contract for Sale, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited;

(b) Establish a Planned Unit Development structure under the Connecticut Common Interest Ownership Act wherein each owner of the single family homes (units) is a member, and wherein the Common Interest Ownership Association is responsible for the upkeep and maintenance of all common areas and improvements, including the exterior of each unit, the common buildings and community areas, the upkeep, maintenance, repair and plowing or clearing of internal roadways and sidewalks, and cutting of grass in an around each unit and all common areas;

(c) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and

(d) In all advertising (including signs) for sale and/or rental of the whole or

any part of the Property include the legend, "AN OPEN OCCUPANCY BUILDING" in type or lettering of easily legible size and design. The word "PROJECT" or "DEVELOPMENT" may be substituted for the word "BUILDING" where circumstances require such substitution.

(D) Further sale or transfer of the Property is restricted in the manner more particularly set forth in Section 503A of the Contract for Sale.

(E) From the date of this Deed until the date specified in paragraph (C)(ii) above, Redeveloper shall not enter into any leases of the Property or any portion thereof, nor permit any party to occupy same, nor shall any person occupy the Property unless the proposed use of such tenant or occupant has been disclosed in writing to the Agency and the Agency has approved, in writing, such use, which approval shall not be unreasonably delayed or withheld. In determining whether to approve a proposed use, the Agency shall be entitled to consider such factors and apply such standards as are reasonable in light of the purposes of the Renewal Plan and the health, safety and welfare of the community.

PART II

ARTICLE I. PREPARATION OF PROPERTY FOR REDEVELOPMENT

SEC. 101. Intentionally deleted.

SEC. 102. Intentionally deleted.

SEC. 103. Intentionally deleted.

SEC. 104. Waiver of Claims and Joining in Petitions by Redeveloper. Intentionally deleted.

ARTICLE II. RIGHTS OF ACCESS TO PROPERTY

SEC. 201. Right of Entry for Utility Service. Intentionally deleted.

SEC. 202. Redeveloper Not to Construct Over Utility Easements. Intentionally deleted.

SEC. 203. Access to Property. Prior to the conveyance of the Property by the Agency to the Redeveloper, the Agency shall permit representatives of the Redeveloper to have access to any part of the Property as to which the Agency holds title, at all reasonable times for the purpose of obtaining data and making various tests concerning the Property necessary to carry out the Agreement. After the conveyance of the Property by the Agency to the Redeveloper, the Redeveloper shall permit the representatives of the Agency and the Town access to the Property at all reasonable times which any of them deems necessary for the purposes of the Agreement, but not limited to, inspection of all work being performed in connection with the construction of the Improvements. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided for in this Section.

ARTICLE III. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

SEC. 301. Plans for Construction of Improvements.

(a) Plans and specifications with respect to the redevelopment of the Property and the construction of improvements thereon shall be in conformity with the Urban Renewal Plan, the Agreement, and all applicable State and local laws and regulations, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited.

(b) As promptly as possible after the date of the Agreement, and, in any event, no later than the time specified therefor in Paragraph (a), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, maps, plans, profiles, specifications and supporting documentation, including but not limited to a draft Common Interest Ownership Act Declaration for the improvements (which maps, plans, profiles, specifications and supporting documentation are, except as otherwise clearly indicated by the context, hereinafter collectively

called "Preliminary Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, which Preliminary construction Plans must be in accordance with the provisions of the Urban Renewal Plan and the Agreement and which Preliminary Construction Plans shall indicate the general nature of the improvements with respect to the following elements; (i) Site - including the existing and proposed grades or elevations of the Property, the size and shape of the buildings and their location, the location of parking, loading areas, driveways and landscaped areas, etc.; (ii) Buildings - including plans of all levels of such buildings showing floor elevations and general layout of interior spaces, elevations of all facades showing heights, materials, finish and signs, and cross-sections including nature of construction; and (ii) Specifications - including the buildings, footings and foundations, parking and other paved areas outside the buildings, and landscaped areas including plant materials with sizes and species proposed. The Agency shall, if the Preliminary Construction Plans originally submitted conform to the requirements hereinabove provided, and to the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Preliminary Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be required. Such written approval accompanies this Agreement.

(c) As promptly as possible after approval of the Preliminary Construction Plans as provided in Paragraph (b) of this Section, and, in any event, no later than the time specified therefor in Paragraph (b), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency, for approval by the Agency, plans, drawings, specifications, and related documents, and the proposed construction schedule, all in final form (which plans, drawings, specifications, related documents, and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the Agency as herein provided, are, except as otherwise clearly indicated by the context, hereinafter collectively called "Final Construction Plans") with respect to the improvements to be constructed by the Redeveloper on the Property, in sufficient completeness and detail to show that such improvements and construction thereof will be in accordance with the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement. The Agency shall, if the Final Construction Plans originally submitted conform to the approved Preliminary Construction Plans, the provisions of the Urban Renewal Plan and the Agreement, approve in writing such Final Construction Plans and no further filing by the Redeveloper or approval by the Agency thereof shall be requested except with respect to any material change. Such Final Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the Agency, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the Agency. If the Agency so rejects the Final Construction Plans in whole or in part as not being in conformity with the approved Preliminary Construction Plans, the Urban Renewal Plan or the Agreement, the Redeveloper shall submit new or corrected Final Construction Plans which are in conformity with the approved Preliminary Construction Plans, the Urban Renewal Plan and the Agreement, within the time specified therefor in Paragraph (c), Section 5 of Part I hereof, after written notification to the Redeveloper of the rejection. The provisions of this Paragraph (c) relating to approval, rejection, and resubmission of corrected Final Construction Plans hereinabove provided with respect to the original Final Construction Plans shall continue to apply until the Final Construction Plans have been approved by the Agency: Provided, That in any event the Redeveloper shall submit Final Construction Plans which are in conformity with the approved Preliminary Construction Plans, the requirements of the Urban Renewal Plan and the Agreement, as determined by the Agency, no later than the time specified therefor in Paragraph

(d), Section 5 of Part I hereof. All work with respect to the improvements to be constructed or provided by the Redeveloper on the Property shall be in conformity with the Final Construction Plans as approved by the Agency.

(d) The term "Improvements", as used in the Agreement, shall be deemed to have reference to the improvements as provided and specified in the Preliminary and Final Construction Plans as so approved, including plans and descriptions set forth in the Declaration of Common Interest Ownership Community that will govern the ownership, upkeep and maintenance of the ten single family homes (units) that will be built by Redeveloper hereunder.

SEC. 302. Changes in Preliminary and Final Construction Plans. If the Redeveloper desires to make any change in the Preliminary and/or Final Construction Plans, or the Common Interest Ownership Act Declaration for the

Improvements after their approval by the Agency, the Redeveloper shall submit the proposed change to the Agency for its approval. If the Plans, as modified by the proposed change, conform to the requirements of Section 301 hereof with respect to such previously approved Plans, the Agency shall approve the proposed change and notify the Redeveloper in writing of its approval. Such change in the Plans shall, in any event, be deemed approved by the Agency unless rejection thereof, in whole or in part, by written notice thereof by the Agency to the Redeveloper, setting forth in detail the reasons therefor, shall be made within the period specified therefor in Paragraph (d), Section 5 of Part I hereof.

SEC. 303. Evidence of Equity Capital and Mortgage Financing. As promptly as possible after approval by the Agency of the Final Construction Plans, and, in any event, no later than the time specified therefor in Paragraph (e), Section 5 of Part I hereof, the Redeveloper shall submit to the Agency evidence satisfactory to the Agency, in the form of its financial statements and letters from financing institutions, that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements.

SEC. 304. Approvals of Preliminary and Final Construction Plans and Evidence of Financing As Conditions Precedent to Conveyance. The submission of Preliminary and Final Construction Plans and their approval by the Agency as provided in Section 301 hereof, and the submission of evidence of equity capital and commitments for mortgage financing as provided in Section 303 hereof, are conditions precedent to the obligation of the Agency to convey the Property to the Redeveloper.

SEC. 305. Commencement and Completion of Construction of Improvements. The Redeveloper agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself and such successors and assigns, that the Redeveloper, and such successors and assigns, shall promptly begin and diligently prosecute to completion the redevelopment of the Property through the construction of the Improvements thereon, and that such construction shall in any event be begun within the period specified in Section 4 of Part I hereof and be completed within the period specified in such Section 4. It is intended and agreed, and the Deed shall so expressly provide, that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or

otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Agency and enforceable by the Agency against the Redeveloper and its successors and assigns to or of the Property or any part thereof or any interest therein.

SEC. 306. Burnside Avenue Signage. Prior to commencement of construction of the Improvements and until construction of the Improvements has been completed, the Redeveloper shall, at its own expense, erect a sign at the Property, in a manner, form and location satisfactory to the Agency in its reasonable discretion, which (i) is at least four (4) feet by eight (8) feet in size; (ii) acknowledges (1) the then current Mayor of the Town of East Hartford, which, as of even date herewith, is _____; (2) the then current Chairman of the East Hartford Redevelopment Agency, which, as of even date herewith, is _____; (3) that the Property is being improved in accordance with the Town of East Hartford Redevelopment Agency Burnside Avenue Corridor Redevelopment Plan; and (4) _____; and (iii) displays the East Hartford Town Seal (“Seal”), such Logo and Seal to be provided by the Agency to the Redeveloper at or prior to Closing..

SEC. 307. Progress Reports. Subsequent to conveyance of the Property or any part thereof, to the Redeveloper, and until construction of the Improvements has been completed, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction.

SEC. 308. Certificate of Completion.

(a) Promptly after completion of the Improvements (or, as applicable, each unit in the common interest community) in accordance with those provisions of the Agreement relating solely to the obligations of the Redeveloper to construct the Improvements (including the dates for beginning and completion thereof), the Agency will furnish the Redeveloper with an appropriate instrument so certifying. Such certification by the Agency shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement and in the Deed with respect to the obligation of the Redeveloper, and its successors and assigns, to construct the Improvements and the dates for the beginning and completion thereof.

(b) Intentionally deleted.

(c) Each certification provided for in this Section 308 shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property, including the Deed. If the Agency shall refuse or fail to provide any certification in accordance with the provisions of this Section, the Agency shall, within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respects the Redeveloper has failed to complete the Improvements in accordance with the provision of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the Agency, for the Redeveloper to take or perform in order to obtain such certification.

ARTICLE IV. RESTRICTIONS UPON USE OF PROPERTY.

SEC. 401. Restrictions on Use. The Redeveloper agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Redeveloper for itself, and such successors and assigns, that the Redeveloper, and such successors and assigns, shall:

(a) Devote the Property to, and only to, the uses (i) specified in the Urban Renewal Plan and (ii) approved by the Agency in accordance with the provisions of Section 503B of the Contract for Sale, with the exception that any and all ownership or use of the Property, which would result in the Property becoming exempt from municipal ad valorem property taxes, is strictly prohibited;

(b) Establish a Planned Unit Development structure under the Connecticut Common Interest Ownership Act wherein each owner of the single family homes (units) is a member, and wherein the Common Interest Ownership Association is responsible for the upkeep and maintenance of all common areas and improvements, including the exterior of each unit, the common buildings and community areas, the upkeep, maintenance, repair and plowing or clearing of internal roadways and sidewalks, and cutting of grass in an around each unit and all common areas;

(c) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and

(d) In all advertising (including signs) for sale and/or rental of the whole or any part of the Property include the legend, "AN OPEN OCCUPANCY BUILDING" in type or lettering of easily legible size and design. The word "PROJECT" or "DEVELOPMENT" may be substituted for the word "BUILDING" where circumstances require such substitution.

SEC. 402. Covenants; Binding Upon Successors in Interest; Period of Duration. It is intended and agreed, and the Deed shall so expressly provide, that the agreements and covenants provided in Section 401 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Agency, its successors and assigns, the Town and any successor in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Area which is subject to the land use requirements and restrictions of the Urban Renewal Plan, against the Redeveloper, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided in subdivision (a) of Section 401 hereof shall remain in effect for the period of time, or until the date, specified or referred to in Section 6 of Part I hereof (at which time such agreement and covenant shall terminate) and that the agreements and covenants provided in subdivision (b) of Section 401 hereof shall remain in effect without limitation as to time: Provided, that such agreements and covenants shall be binding on the Redeveloper itself, each successor in interest to the Property, and every part thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to, or an interest in, or possession

or occupancy of, the Property or party thereof. The terms "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in the Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 403. Agency and Town Rights to Enforce. In amplification, and not in restriction of, the provisions of the preceding Section, it is intended and agreed that the Agency, the Town and their respective successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 401 hereof, for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Deed shall so state) run in favor of the Agency and Town, for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency or the Town has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The Agency and the Town shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

SEC. 501. Representations As to Redevelopment. The Redeveloper represents and agrees that its purchase of the Property and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding. The Redeveloper further recognizes that, in view of

(a) the importance of the redevelopment of the Property to the general welfare of the community.

(b) the substantial financing and other public aids that have been made available by law and the Town for the purpose of making such redevelopment possible; and

(c) the fact that any act or transaction involving or resulting in a change in the ownership with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Property then owned by the Redeveloper,

the qualifications and identify of the Redeveloper, and its stockholders and/or partners, are of particular concern to the community and the Agency. The Redeveloper further recognizes that it is because of such qualifications and identify that the Agency is entering into the Agreement with the Redeveloper, and, in so doing, is further willing to accept and rely on the obligations of the Redeveloper for the faithful performance of all undertakings and covenants hereby by it to be performed without requiring in addition a surety bond or similar undertaking for such performance of all undertakings and covenants in the Agreement.

SEC. 502. Prohibition Against Transfer of Shares of Stock or Membership or Partnership Interests. For the foregoing reasons, the Redeveloper represents and agrees for itself,

its stockholders, members and/or partners, and any successor in interest of itself and its stockholders, members and/or partners, respectively, that: Prior to completion of the Improvements as certified by the Agency, and without the prior written approval of the Agency, (a) there shall be no transfer by any party owning 10 percent or more of the membership or beneficial interest in the Redeveloper (which term shall be deemed for the purposes of this and related provisions to include successors in interest of such interest therein), (b) nor shall any such owner suffer any such transfer to be made, (c) nor shall there be or be suffered to be by the Redeveloper, or by any owner of 10 percent or more of the membership or beneficial interest therein, any other similarly significant change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, by any other method or means, whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new membership, partnership interests, stock classification of stock, or otherwise. With respect to this provision, the Redeveloper and the parties signing the Agreement on behalf of the Redeveloper represent that they have the authority of all of its existing stockholders, members and/or partners to agree to this provision on their behalf and to bind them with respect thereto.

SEC. 503A Prohibition Against Transfer of Property and Assignment of Agreement.
Also, for the foregoing reasons the Redeveloper represents and agrees for itself, and its successors and assigns, that:

(a) Except only

(1) by way of security for, and only for, (i) the purpose of obtaining financing necessary to enable the Redeveloper or any successor in interest to the Property, or any part thereof, to perform its obligations with respect to making the Improvements under the Agreement, and (ii) any other purpose authorized by the Agreement, and

(2) subject to the provisions of Sec. 503B as to any individual parts or parcels of the Property on which the Improvements to be constructed thereon have been completed, and which, by the terms of the Agreement, the Redeveloper is authorized to convey or lease as such Improvements are completed,

the Redeveloper (except as so authorized) has not made or created, and that it will not, prior to the proper completion of the Improvements as certified by the Agency, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Agency; Provided, That, prior to the issuance by the Agency of the certificate provided for in Section 308 hereof as to completion of construction of the Improvements, the Redeveloper may enter into any agreement to sell, lease, or otherwise transfer, after the issuance of such certificate, the Property or any part thereof or interest therein, which agreement shall not provide for payment of or on account of the purchase price or rent for the Property, or the part thereof or the interest therein to be so transferred, prior to the issuance of such certificate, a copy of which agreement must be submitted to the Agency prior to the execution thereof.

(b) The Agency shall be entitled to require, except as otherwise provided in the Agreement, as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the Agency, necessary and adequate to fulfill the obligations undertaken in the Agreement by the Redeveloper (or, in the event the transfer is of or relates to part of the Property, such obligations to the extent that they relate to such part).

(2) Any proposed transferee, by instrument in writing satisfactory to the Agency and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the Agency, have expressly assumed all of the obligations of the Redeveloper under the Agreement and agreed to be subject to all the conditions and restrictions to which the Redeveloper is subject (or, in the event the transfer is of or relates to part of the Property, such obligations, conditions and restrictions to the extent that they relate to such part); Provided, That the fact that any transferee of, or any other successor in interest whatsoever to, the Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the Agency) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Agency of or with respect to any rights or remedies or controls with respect to the Property or the construction of the Improvements; it being the intent of this, together with other provisions of the Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement) no transfer of, or change with respect to, ownership in the Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the Agency of or with respect to any rights or remedies or controls provided in or resulting from the Agreement with respect to the Property and the construction of the Improvements that the Agency would have had, had there been no such transfer or change.

(3) There shall be submitted to the Agency for review all instruments and other legal documents involved in effecting transfer; and if approved by the Agency, its approval shall be indicated to the Redeveloper in writing.

(4) The consideration payable for the transfer by the transferee or on its behalf shall not exceed an amount representing the actual cost (including carrying charges) to the Redeveloper of the Property (or allocable to the part thereof or interest therein transferred) and the Improvements, if any, theretofore made thereon by it; it being the intent of this provision to preclude assignment of the Agreement or transfer of the Property (or any parts thereof other than those referred to in subdivision (2), Paragraph (a) of this Section 503) for profit prior to the completion of the Improvements and to provide that in the event any such assignment or transfer is made (and is not canceled), the Agency shall be entitled to increase the Purchase Price to the Redeveloper by the amount that the consideration payable for the assignment or transfer is in excess of the amount that may be authorized pursuant to this subdivision (4), and such consideration shall, to the extent it

is in excess of the amount so authorized, belong to and forthwith be paid to the Agency.

(5) The Redeveloper and its transferee shall comply with such other conditions as the Agency may find desirable in order to achieve and safeguard the purposes of the Urban Renewal Act and the Urban Renewal Plan.

Provided, That in the absence of specific written agreement by the Agency to the contrary, no such transfer or approval by the Agency thereof, prior to completion of the Improvements, shall be deemed to relieve the Redeveloper, or any other party bound in any way by the Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

SEC. 503B. Until the date specified or referred to in Section 6 of Part I, the Redeveloper, and each successor in interest to the Property, shall not convey any portion of the Improvements except as the same are allowed pursuant to the terms hereof and except as permitted pursuant to the Declaration for the Common Interest Ownership community that will be established with respect to the ten (10) single family homes (units) that Redeveloper has agreed to construct hereunder.

SEC. 504. Information As to Members, Stockholders and Partners. In order to assist in the effectuation of the purposes of this Article V and the statutory objectives generally, the Redeveloper agrees that during the period between execution of the Agreement and completion of the Improvements as certified by the Agency, (a) the Redeveloper will promptly notify the Agency of any and all changes whatsoever in the membership, ownership of stock or partnership interests, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, of which it or any of its officers have been notified or otherwise have knowledge or information; and (b) the Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement, subscribed and sworn to by the President or other executive officer of the Redeveloper, setting forth all of the stockholders, members or partners of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in such stock their names and the extent of such interest, all as determined or indicated by the records of the Redeveloper, by specific inquiry made by any such officer, of all parties who on the basis of such records own 10 percent or more of the membership, stock or partnership interests in the Redeveloper, and by such other knowledge or information as such officer shall have. Such lists, data, and information shall in any event be furnished the Agency immediately prior to the delivery of the Deed to the Redeveloper and as a condition precedent thereto, and annually thereafter on the anniversary of the date of the Deed until the issuance of a certificate of completion for all the Property.

ARTICLE VI. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES

SEC. 601. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, as certified by the Agency, neither the Redeveloper nor any successor in interest to the Property or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or

operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except for the purposes of obtaining (a) funds only to the extent necessary for making the Improvements and (b) such additional funds, if any, in an amount not to exceed the Purchase Price paid by the Redeveloper to the Agency. The Redeveloper (or successor in interest) shall notify the Agency in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property, or any part thereof, and in any event it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Property, whether by voluntary act of the Redeveloper or otherwise. For the purposes of such mortgage financing as may be made pursuant to the Agreement, the Property may, at the option of the Redeveloper (or successor in interest), be divided into several parts or parcels, provided that such subdivision, in the opinion of the Agency, is not inconsistent with the purposes of the Urban Renewal Plan and the Agreement and is approved in writing by the Agency.

SEC. 602. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of the Agreement to the contrary, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by the Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall in no wise be obligated by the provisions on the Agreement to construct or complete the Improvements or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder; provided, that nothing in this Section or any other Section or provision of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Urban Renewal Plan or in the Agreement.

SEC. 603. Copy of Notice of Default to Mortgagee. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under the Agreement, the Agency shall at the same time forward a copy of such notice or demand to each holder of any mortgage authorized by the Agreement at the last address of such holder shown in the records of the Agency.

SEC. 604. Mortgagee's Option to Cure Defaults. After any breach or default referred to in Section 603 hereof, each such holder shall (insofar as the rights of the Agency are concerned) have the right, at its option, to cure or remedy such breach or default (or such breach or default to the extent that it relates to the part of the Property covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this Section or any other Section of the Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Improvements (beyond the extent necessary to conserve or protect Improvements or construction already made) without first having expressly assumed the obligation to the Agency, by written agreement satisfactory to the Agency, to complete, in the manner provided in the Agreement, the Improvements on the Property or the part thereof to

which the lien or title of such holder relates. Any such holder who shall properly complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to the Agency, to a certification or certifications by the Agency to such effect in the manner provided in Section 308 of the Agreement, and any such certification shall, if so requested by such holder, mean and provide that any remedies or rights with respect to recapture of or reversion or revesting of title to the Property that the Agency shall have or be entitled to because of failure of the Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall not apply to the part or parcel of the Property to which such certification relates.

SEC. 605. Agency's Option To Pay Mortgage Debt or Purchase Property. In any case, where, subsequent to default or breach by the Redeveloper (or successor in interest) under the Agreement, the holder of any mortgage on the Property or part thereof:

(a) has, but does not exercise, the option to construct or complete the Improvements relating to the Property or part thereof covered by its mortgage or to which it has obtained title, and such failure continues for a period of sixty (60) days after the holder has been notified or informed of the default or breach; and

(b) undertakes construction or completion of the Improvements but does not complete such construction within the period as agreed upon by the Agency and such holder (which period shall in any event be at least as long as the period prescribed for such construction or completion in the Agreement), and such default shall not have been cured within sixty (60) days after written demand by the Agency so to so,

the Agency shall (and every mortgage instrument made prior to completion of the Improvements with respect to the Property by the Redeveloper or successor in interest shall so provide) have the option of paying to the holder the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured thereby, or, in the event ownership of the Property (or part thereof) has vested in such holder by way of foreclosure or action in lieu thereof, the Agency shall be entitled, at its option, to a conveyance to it of the Property or part thereof (as the case may be) upon payment to such holder of an amount equal to the sum of: (i) the mortgage debt at the time of foreclosure or action in lieu thereof (less all appropriate credits, including those resulting from collection and application of rentals and other income received during foreclosure proceedings); (ii) all expenses with respect to the foreclosure; (iii) the net expense, if any (exclusive of general overhead), incurred by such holder in and as a direct result of the subsequent management of the Property; (iv) the costs of any Improvements made by such holder; and (v) an amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence.

SEC. 606. Agency's Option to Cure Mortgage Default. In the event of a default or breach prior to the completion of the Improvements by the Redeveloper, or any successor in interest, in or of any of its obligations under, and to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, the Agency may at

its option cure such default or breach, in which case the Agency shall be entitled, in addition to and without limitation upon any other rights or remedies to which it shall be entitled by the Agreement, operation of law, or otherwise, to reimbursement from the Redeveloper or successor in interest of all costs and expenses incurred by the Agency in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement: Provided, That any such lien shall be subject always to the lien of (including any lien contemplated, because of advances yet to be made, by) any then existing mortgages on the Property authorized by the Agreement.

SEC. 607. Mortgage and Holder. For the purposes of the Agreement: The term "mortgage" shall include a deed of trust or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term "holder" in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust, including, but not limited to, the Federal Housing Commissioner, the Administrator of Veterans Affairs, and any successor in office of either such official.

ARTICLE VII. REMEDIES

SEC. 701. In General. Except as otherwise provided in the Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

SEC. 702. Termination by Redeveloper Prior to Conveyance. In the event that:

(a) the Agency does not tender conveyance of the Property, or possession thereof, in the manner and condition, and by the date, provided in the Agreement, and any such failure shall not be cured within thirty (30) days after the date of written demand by the Redeveloper; or

(b) the Redeveloper shall, after preparation of Construction Plans satisfactory to the Agency, furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort for a period of sixty (60) days after approval by the Agency of the Construction Plans, to obtain mortgage financing for the construction of the Improvements on a basis and on terms that would generally be considered satisfactory by builders or contractors for improvements of the nature and type provided in such Construction Plans, and the Redeveloper shall, after having submitted such evidence and if so requested by the Agency, continue to make diligent efforts to obtain such financing for a period of sixty (60) days after such request, but without success.

then the Agreement shall, at the option of the Redeveloper, be terminated by written notice thereof to the Agency, and, except with respect to the return of the Deposit as provided in Paragraph (e), Section 3 of Part I hereof, neither the Agency nor the Redeveloper shall have any

further rights against or liability to the other under the Agreement.

SEC. 703. Termination by Agency Prior to Conveyance. In the event that

(a) prior to conveyance of the Property to the Redeveloper and in violation of the Agreement:

(i) the Redeveloper (or any successor in interest) assigns or attempts to assign the Agreement or any rights therein, or in the Property, or

(ii) there is any change with respect to identity of the parties in control of the Redeveloper or the degree thereof; or

(b) the Redeveloper does not submit Final Construction Plans, as required by the Agreement, or evidence that it has the necessary equity capital and mortgage financing, in satisfactory form and in the manner and by the dates respectively provided in the Agreement thereof; or

(c) the Redeveloper does not pay the Purchase Price and take title to the Property upon tender of conveyance by the Agency pursuant to the Agreement, and if any default or failure referred to in subdivisions (b) and (c) of this Section 703 shall not be cured within thirty (30) days after the date of written demand by the Agency,

then the Agreement, and any rights of the Redeveloper, or any assignee or transferee, in the Agreement, or arising therefrom with respect to the Agency or the Property, shall, at the option of the Agency, be terminated by the Agency, in which event, as provided in Paragraph (c), Section 3 of Part I hereof, the Deposit shall be retained by the Agency as liquidated damages and as its property without any deduction, offset, or recoupment whatsoever, and neither the Redeveloper (or assignee or transferee) nor the Agency shall have any further rights against or liability to the other under the Agreement.

SEC. 704. Revesting Title in Agency Upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property or any part thereof to the Redeveloper and prior to completion of the Improvements as certified by the Agency

(a) the Redeveloper (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months (six (6) months, if the default is with respect to the date for completion of the Improvements) after written demand by the Agency so to do, provided that such time shall be further extended if delay is caused by interceding acts of God or force majeure; or

(b) the Redeveloper (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be

made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Agency made for such payment, removal, or discharge, within ninety (90) days after written demand by the Agency so to do, provided that such time shall be extended if Redeveloper is in good faith and with diligence contesting any of the foregoing; or

(c) there is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change with respect to the identify of the parties in control of the Redeveloper or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Agency to the Redeveloper,

then the Agency shall have the right to re-enter and take possession of the Property and to terminate (and revert in the agency) the estate conveyed by the Deed to the Redeveloper, it being the intent of this provision, together with other provisions of the Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by the Redeveloper specified in subdivisions (a), (b), and (c) of this Section 704, failure on the part of the Redeveloper to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivisions, the Agency at its option may declare a termination in favor of the Agency of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Redeveloper, and that such title and all rights and interests of the Redeveloper, and any assigns or successors in interest to and in the Property, shall revert to the Agency; provided, that such condition subsequent and any re-vesting of title as a result thereof in the Agency:

(1) shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, (i) the lien of any mortgage authorized by the Agreement, and (ii) any rights or interests provided in the Agreement for the protection of the holders of such mortgages; and

(2) shall not apply to individual parts or parcels of the Property (or, in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefor as provided in Section 308 hereof.

In addition to, and without in any way limiting the Agency's right to reentry as provided for in the preceding sentence, the Agency shall have the right to retain the Deposit, as provided in Paragraph (d), Section 3 of Part I hereof, without any deduction, offset or recoupment whatsoever, in the event of a default, violation or failure of the Redeveloper as specified in the preceding sentence.

SEC. 705. Resale of Reacquired Property; Disposition of Proceeds. Upon the re-vesting in the Agency of title to the Property or any part thereof as provided in Section 704, the agency shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leaseholder interests as in Section 704 set forth and provided) as soon and in such manner as the Agency shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and

responsible party or parties (as determined by the Agency) who will assume the obligation of making or completing the Improvements or such other improvements instead as shall be satisfactory to the Agency and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

(a) First, to reimburse the Agency, on its own behalf or on behalf of the Town, for all costs and expenses incurred by the Agency, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the Agency from the Property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the Agency, an amount if paid, equal to such taxes, assessments, or charges (as determined by the East Hartford Assessor as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or part thereof at the time of reversion of title thereto in the Agency or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the Property or part thereof; and any amounts otherwise owing the Agency by the Redeveloper and its successors or transferee; and

(b) Second, to reimburse the Redeveloper, its successor or transfer, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the case actually invested by it in making any of the Improvements on the Property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the Agency as its property.

SEC. 706. Other Rights and Remedies of Agency; No Waiver by Delay. The Agency shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article VII, including also the right to execute and record in the East Hartford Land Records a written declaration of the termination of all the right, title, and interest of the Redeveloper, and (except for such individual parts or parcels upon which construction of that part of the Improvements required to be constructed thereon has been completed, in accordance with the Agreement, and for which a certificate of completion as provided in Section 308 hereof is to be delivered, and subject to such mortgage liens and leasehold interests as provided in Section 704 hereof) its successors in interest and assigns, in the Property, and the reverting of title thereto in the Agency.

SEC. 707. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event

of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined by the Agency: Provided, That the party seeking the benefit of the provisions of this Section shall, within a reasonable time (not to exceed thirty (30) days) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

SEC. 708. Rights and Remedies Cumulative. The rights and remedies of the parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE VIII. MISCELLANEOUS

SEC. 801. Conflict of Interests; Agency Representatives Not Individually Liable; Redeveloper Representatives Not Individually Liable. No member, official, or employee of the Agency shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Redeveloper or successor or on any obligations under the terms of the Agreement or under any claim or cause of action arising from or relating to this agreement. No employee of the Redeveloper shall be personally liable to the Agency, in the event of any default or breach by the Redeveloper, in the absence of fraud, misrepresentation or willful misconduct. The terms of this Section shall survive the Closing and transfer of title.

SEC. 802. Equal Opportunity in Construction Employment. The Redeveloper for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in the Agreement:

- (a) The Redeveloper will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Redeveloper will include the provisions of Paragraphs (a) through (c) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors so that such provisions will be binding upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Agency" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

SEC. 803. Flood Insurance. Intentionally deleted.

SEC. 804. Provisions Not Merged with Deed. None of the provisions of the Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Agency to the Redeveloper or any successor in interest, and any such deed shall not be deemed to affect or impair the provision and covenants of the Agreement.

SEC. 805. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Agency has caused the Agreement to be duly executed in its name and behalf by its Chairman and the Redeveloper has caused the Agreement to be duly executed, on or as of the day first above written.

Witnessed by:

EAST HARTFORD REDEVELOPMENT
AGENCY

By: _____
Name:
Title:

Habitat for Humanity of North Central Connecticut,
Inc., f/k/a Hartford Area Habitat for Humanity, Inc._

By: _____
Name:
Title:

STATE OF CONNECTICUT)

)

ss. _____ 2022

COUNTY OF HARTFORD)

Personally appeared Ellen McCreery , Chairman of the East Hartford Redevelopment Agency, signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said agency, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

STATE OF CONNECTICUT)

)

ss. _____, 2022

COUNTY OF HARTFORD)

Personally appeared Karraine Moody, Chief Executive Officer of Habitat for Humanity of North Central Connecticut, Inc., f/k/a Hartford Area Habitat for Humanity, Inc., signer of the foregoing instrument, and acknowledged the same to be her free act and deed and the free act and deed of said Corporation, before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: APPOINTMENTS: Boards and Commissions

The following names were submitted by the Democratic Town Committee Chair to serve as full members on the following boards and commissions:

Board of Assessment Appeals (3-year Term):

D Adam Gagnon 35 Overbrook Dr 12/23

Commission on Culture and Fine Arts (5-year Term):

D Thomas Lumpkin 1325 Burnside Ave 12/24

D Tamara Churcho 43 Bantle Road 12/23

Economic Development Commission (3-year Term):

D Erwin Hurst 118 Oxford Dr 12/22

Please place these nominations on the Town Council agenda for the February 1, 2022 meeting.

C: R. Pasek, Town Clerk

January 25, 2022

The Honorable Michael Walsh, Mayor
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Re: Boards and Commission Endorsement

Dear Mayor Walsh:

The District Chairs and Vice Chairs of the East Hartford Democratic Town Committee met virtually on January 20, 2022, to consider recommendations for Boards and Commissions.

- **Board of Assessment Appeals: Full Term Expires 12/23**
 - Adam Gagnon, 35 Overbrook Dr, EH 06118
- **Commission on Culture and Fine Arts: Full Term**
 - Thomas Lumpkin, 1325 Burnside Ave, B-1, EH 06108 Expires 12/24
 - Tamara Churcho, 43 Bantle Road, EH 06118 Expires 12/23
- **Economic Development Commission: Full Term**
 - Erwin Hurst, 118 Oxford Dr, EH 06118

In accordance with our guidelines, candidates' applications were reviewed and a vote to endorse this appointment was held. The result of the vote was to forward the attached applications to your office for appointment.

Please contact me if you have questions or need additional information.

Respectfully,

Moriah H. Moriarty
Chairman

**Town of East Hartford
Boards and Commissions
Application**



Date: 8/10/2021

Name: Tamara Bryan-Chuchro

Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 43 Bantle road Apt.# _____ Zip: 06118

Home Phone: _____ Email: _____

Cell Phone: 860-655-7707 Years as an E.Hartford Resident: 18 years

Occupation: Full-time University Student Employer: _____

Employer/Work Address

Formal Education/Certifications: Bachelor of Arts Psychology, Associate in Science, Spiritual counseling certification

Party Affiliation: Unaffiliated Democrat Republican Minority Party _____
As it appears on the E. Htfd. Voter Registration List

Name of board or commission you wish to serve on: Commission on Culture and Fine Arts

Interest statement:

Your reason for being interested in serving our Town in this capacity

I want to contribute my creative mind and conscientious determination to our town Application: Commission of Culture and Fine Arts. If appointed to the commission, my goal is to hopefully become a contributing member charged with the honor of showcasing East Hartford expanding diverse culture and public art. Through the proactive efforts of this commission, we could help

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

I have taken several college courses in the arts and fundamentals of design. I have also received ~~honors and distinctions such as the Sebastian Mary Award for Outstanding Original Work in~~ Psychology- 2017, Zora Neale Hurston Anthropology Award, and Award for Outstanding Original Work in Anthropology- 2018.

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

- understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
- understand that I may be required to complete training and/or continuing education.
- understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature	Date <u>08/10/2021</u>	
Please return completed and signed form to:	BCpost@easthartfordct.gov	or mail to: Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

For internal use only:

Mandatory Qualifications: Resident _____ T/O _____ C/R _____ T/C _____



Town of East Hartford
Boards and Commissions
Application

Date: September 8, 2021

Name: Erwin T. Hurst
Your name exactly as it appears on the E. Htfd. Voter Registration List

Address: 118 Oxford Drive Apt.# Zip: 06118

Home Phone: Email: ethurst@gmail.com

Cell Phone: 860-997-4449 Years as an E.Hartford Resident: 10+

Occupation: Business Navigator Employer: International Hartford, 151 New Park Avenue
Employer/Work Address

Formal Education/Certifications: M.B.A with a concentration in entrepreneurship

Party Affiliation: Unaffiliated [] Democrat [x] Republican [] Minority Party
As it appears on the E. Htfd. Voter Registration List

Name of board or commission you wish to serve on: Economic Development Commission

Interest statement:
Your reason for being interested in serving our Town in this capacity

I am interested in ensuring that the Town of East Hartford has a diversified economic base that offers employment opportunity and a quality of life that can be enjoyed by all who live, work or visit our community.

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

M.B.A with a concentration in entrepreneurship.
Current business owner
I've worked with small business owners as well as worked for Fortune 500 companies so I understand the inner workings of small and large organizations.

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

[] understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and i understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.

[x] understand that I may be required to complete training and/or continuing education.

[x] understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature: Erwin T. Hurst

Date September 8, 2021

Please return completed and signed form to: BCpost@easthartfordct.gov or mail to: Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108

. For internal use only:

Mandatory Qualifications:
Resident T/O C/R T/C

Town of East Hartford
Boards and Commissions
Application



Date: 1/20/22
 Name: Thomas W. Lumpkin
Your name exactly as it appears on the E. Htd. Voter Registration List
 Address: 1327 Burnside Ave Apt.# C-4 Zip: 06108
East Hartford CT
 Home Phone: (860) 218-5524 Email: lumpkin.thomas123@gmail.com
 Cell Phone: _____ Years as an E.Hartford Resident: _____
 Occupation: Retired State work Employer: Retired State worker
Employer/Work Address

Formal Education/Certifications: _____

Party Affiliation: Unaffiliated Democrat Republican Minority Party _____
As it appears on the E. Htd. Voter Registration List

Name of board or commission you wish to serve on: I'm presently a member of the E.H.T.C. and also a member of the EHBC

Interest statement:
Your reason for being interested in serving our Town in this capacity
To make a difference within our community and to strive to help other

List of qualifications that you believe will be an asset to the board/commission on which you wish to serve:

I'm currently the CEO of Connecticut Musical Touring Production Company, I also received a Proclamation award from our Mayor in Hartford from Luke Bronin over →

In accordance with the Boards and Commissions Appointment Policy and Procedures Ordinances please initial your acknowledgment of the following statements;

- understand the commitment required for this appointment and have attended at least one meeting of the board/commission I am applying to serve on, and I understand that members who are absent for 30% or more of regular meetings will be presumed to have resigned from such board or commission.
- understand that I may be required to complete training and/or continuing education.
- understand that I must be a resident of the Town of East Hartford, have no criminal record considered by the town to be so serious that it should be a disqualification, not be an adversary party to pending litigation against the town, not be in arrears on any town taxes, fines, or other obligations owed to the town.

By submitting this Expression of Interest form and any accompanying resume or other information, you agree to the release of this information to the Mayor, Town Council, the Board or Commission to which you are applying, and to all appropriate Town administrative staff.

Signature: Thomas Lumpkin Date: 1/20/22

Please return completed and signed form to:	BCpost@easthartfordct.gov	or mail to: Town of East Hartford Office of the Mayor 740 Main Street East Hartford CT 06108
---	---------------------------	---

For internal use only:

Mandatory Qualifications:
 Resident _____ T/O _____ C/R _____ T/C _____


I've also received numerous awards for my successful solo musical achievements.

I also performed on the National African American Hit TV show in Los Angeles California called "Soul Train".

I also had many musical drama production company plays within the state of Conn.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24th, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor 
RE: Town Council Adoption of Reallocated ARPA Funding


I respectfully request the Town Council approves and adopts the following appropriation of ARPA funding:

1. Renovation of North End Community Center	\$ 1,865,000
2. COVID Other Public Health Services	\$ 200,000
3. Meal Program Senior Center	\$ 800,000
4. Expansion of the Community Garden and Greenhouse	\$ 75,000
5. Digital Inclusion Project Manager	\$ 100,000
6. East Hartford Connects: Services	\$ 800,000
7. East Hartford Connects: Summer Youth Employment	\$ 800,000
8. Interval House	\$ 100,000
9. East Hartford Interfaith Ministries	\$ 100,000
10. Support for the Arts in East Hartford	\$ 200,000
11. Renovation & ADA Accessibility — Wickham Library	\$ 3,500,000
12. Creation of Police and Youth Services Violence Prevention Program	\$ 250,000
13. Police and Social Worker Response Pilot	\$ 250,000
14. Goodwin U Storm Water Management Repair and Replace	\$ 900,000
15. Technology Upgrades	\$ 500,000
16. Administrative Expenses	\$ 219,017
17. Expansion of Staff for Senior Center Programs & Services & Part-time Staff	\$ 200,000
18. Public Safety Garage	\$ 1,422,051
19. Repairs Historic Buildings	\$ 1,500,000
20. Town Hall Improvements	\$ 1,500,000
21. Town Hall HVAC Replacement	\$ 3,500,000
22. McAuliffe Railroad Crossing	\$ 500,000
23. COVID-19 Response Retroactive Pay: East Hartford Police Officers' Association	\$ 125,000
24. COVID-19 Response Retroactive Pay: Local 1174, Council 4, AFSCME, AFL-CIO	\$ 210,000

Specific expenditures under the following appropriations are subject to Town Council review and approval:

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Communication to Town Council – Proposed American Rescue Plan Act (ARPA) Reallocations and Control Processes

DATE: January 24, 2022

Attached is a draft Town Council resolution that would, if adopted, rescind previously adopted allocations of American Rescue Plan Act (ARPA) funding and adopt the new allocations listed in the text of the resolution.

The following supporting materials are also attached:

- Copies of the Council resolutions proposed for rescission
- Your January 18th memorandum to the Town Council concerning ARPA reallocation and control processes added
- A spreadsheet listing both the current and proposed allocations

I respectfully request that this resolution be added to the Town Council agenda for their meeting to be held on February 1, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

25. Other Nonprofits	\$ 500,000
26. Investment in Local Development	\$ 4,445,000
	<hr/>
	\$ 24,561,068

CC. Connor Martin, Chief of Staff
Paul O'Sullivan, Grants Manager

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 1st day of February, 2022

RESOLUTION

WHEREAS; the U.S. Department of the Treasury has allocated \$24,561,068 in American Rescue Plan Act (ARPA) funds to the Town of East Hartford; and

WHEREAS; the funds are to be expended on projects and government services related to preventing, preparing for and responding to conditions created or exacerbated by the COVID-19 pandemic; and

WHEREAS; the Town wishes to revise the project allocations previously approved by the East Hartford Town Council,

NOW THEREFORE LET IT BE RESOLVED; that Town Council resolutions concerning the appropriation and release of American Rescue Plan Act (ARPA) funds passed on August 17, 2021; October 5, 2021; and October 19, 2021 are hereby rescinded, and;

AND LET IT BE FURTHER RESOLVED; that the Town Council approves and adopts the following appropriation of ARPA funds:

1. Renovation of North End Community Center	\$ 1,865,000
2. COVID Other Public Health Services	\$ 200,000
3. Meal Program Senior Center	\$ 800,000
4. Expansion of the Community Garden and Greenhouse	\$ 75,000
5. Digital Inclusion Project Manager	\$ 100,000
6. East Hartford Connects: Services	\$ 800,000
7. East Hartford Connects: Summer Youth Employment	\$ 800,000
8. Interval House	\$ 100,000
9. East Hartford Interfaith Ministries	\$ 100,000
10. Support for the Arts in East Hartford	\$ 200,000
11. Renovation & ADA Accessibility – Wickham Library	\$ 3,500,000

12. Creation of Police and Youth Services Violence Prevention Program	\$ 250,000
13. Police and Social Worker Response Pilot	\$ 250,000
14. Goodwin U Storm Water Management Repair and Replace	\$ 900,000
15. Technology Upgrades	\$ 500,000
16. Administrative Expenses	\$ 219,017
17. Expansion of Staff for Senior Center Programs & Services & Part-time Staff	\$ 200,000
18. Public Safety Garage	\$ 1,422,051
19. Repairs Historic Buildings	\$ 1,500,000
20. Town Hall Improvements	\$ 1,500,000
21. Town Hall HVAC Replacement	\$ 3,500,000
22. McAuliffe Railroad Crossing	\$ 500,000
23. COVID-19 Response Retroactive Pay: East Hartford Police Officers' Association	\$ 125,000
24. COVID-19 Response Retroactive Pay: Local 1174, Council 4, AFSCME, AFL-CIO	\$ 210,000

Specific expenditures under the following appropriations are subject to Town Council review and approval:

25. Other Nonprofits	\$ 500,000
26. Investment in Local Development	\$ 4,445,000
	<u>\$24,561,068</u>

:

AND LET IT BE FURTHER RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the U.S. Department of the Treasury as they pertain to this ARPA grant.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ___ day of February, 2022.

Seal

Signed: _____
Jason Marshall, Town Council Clerk



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: RESOLUTION: State Department of Education ARPA Budgetary Earmark for Youth Services

The Town of East Hartford is looking to apply to the State Department of Education (DoE) for an American Rescue Plan Act (ARPA) budgetary earmark grant. The grant is in the amount \$200,000 for youth-focused programs. The grant will benefit the East Hartford Youth Services Department. A local match from the town is not required.

Please place this item on the Town Council agenda for the February 1, 2022 meeting. I recommend that the Town Council approve the resolution as submitted.

C: E. Buckheit, Development Director
P. O'Sullivan, Grants Manager
C. Nolen, East Hartford Youth Services Director

TOWN COUNCIL RESOLUTION
GRANT INFORMATION FORM

Grant Description: State Department of Education American Rescue Plan Act (ARPA) Earmark for Youth Services Department

Funder: State Department of Education

Grant Amount: \$200,000

Frequency: One time Annual Biennial Other _____

First year received:	<u>N/A</u>		
Last 3 years received:	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Funding level by year:	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>

Is a local match required? Yes No

If yes, how much? Not applicable

From which account? Not applicable

Grant purpose: To provide funding for a variety of youth programs statewide

Results achieved: Creation of an East Hartford Youth Center

Duration of grant: 7/1/2021 to 6/30/2022*

Status of application: Under development

Meeting attendee: Cephus Nolen, x7181

Comments: *The Town is working with our state legislative delegation for an extension of the expenditure deadline.

GRANTS ADMINISTRATION
MEMORANDUM

TO: Mayor Michael P. Walsh

FROM: Paul O'Sullivan, Grants Manager *PMO/S*

SUBJECT: Council Resolution – State Department of Education ARPA Budgetary Earmark for Youth Services

DATE: January 21, 2022

Attached is a draft Town Council resolution authorizing you as Mayor to apply to the State Department of Education (DoE) for an American Rescue Plan Act (ARPA) budgetary earmark grant.

The State of Connecticut biennial budget (excerpt attached) included earmarks of State ARPA funds for several youth-focused programs and agencies throughout the state. Included in those earmarks is a \$200,000 grant to the East Hartford Youth Services Department.

I have attached a copy of the program proposal that was requested by the DoE to determine its eligibility for funding under the earmark.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on February 1, 2022. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director

I, Jason Marshall, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 1st day of February, 2022

RESOLUTION

WHEREAS; the East Hartford Youth Services Department was allocated a state Department of Education American Rescue Plan Act (ARPA) grant of \$200,000 in the Connecticut State Budget for FY 2022 and FY 2023, and

WHEREAS; the Town wishes to use these funds for the development of an East Hartford Youth Center,

NOW THEREFORE LET IT BE RESOLVED; that Michael P. Walsh, Mayor of the Town of East Hartford, is authorized to make application to, and execute and approve on behalf of this corporation, any and all documents, contracts, and amendments as may be required by the state Department of Education as they pertain to this state ARPA grant.

AND I DO CERTIFY that the above resolution has not been in any way altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford the ____ day of February, 2022.

Seal

Signed: _____
Jason Marshall, Town Council Clerk

Account	Governor Recommended		Legislative		Difference from Governor	
	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23

American Rescue Plan Act

Provide Funding for Various Programs

ARPA	-	-	10,516,750	18,554,750	10,516,750	18,554,750
Total - American Rescue Plan Act	-	-	10,516,750	18,554,750	10,516,750	18,554,750

Background

Provide \$10,456,750 in FY 22, \$18,554,750 in FY 23 and \$12,860,000 in FY 24 to various programs. The breakout of various programs is shown in the table below.

Program	FY 22	FY 23	FY 24
Right to Read		12,860,000	12,860,000
Faith Acts Priority School Districts	5,000,000	5,000,000	
CT Writing Project	79,750	79,750	
Ascend Mentoring - Windsor	150,000	150,000	
Women in Manufacturing - Platt Tech Regional Vocational Technical School	65,000	65,000	
Elevate Bridgeport	400,000	400,000	
Grant to RHAM Manufacturing Program	22,000		
East Hartford Youth Services	200,000		
Student Achievement Through Opportunity	100,000		
Summer Camp Scholarships for Families	3,500,000		
New Haven Local Little League	500,000		
Hamden Before and After School Programming	400,000		
Hamden Pre-K Programming	100,000		
Total	10,516,750	18,554,750	12,860,000

Totals

Budget Components	Governor Recommended		Legislative		Difference from Governor	
	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23
FY 21 Appropriation - GF	3,069,764,302	3,069,764,302	3,069,764,302	3,069,764,302	-	-
Policy Revisions	(69,980,054)	97,593,944	(12,537,390)	33,241,614	57,442,664	(64,352,330)
Current Services	60,112,278	(95,129,280)	61,403,078	(93,193,080)	1,290,800	1,936,200
Total Recommended - GF	3,059,896,526	3,072,228,966	3,118,629,990	3,009,812,836	58,733,464	(62,416,130)

Positions	Governor Recommended		Legislative		Difference from Governor	
	FY 22	FY 23	FY 22	FY 23	FY 22	FY 23
FY 21 Appropriation - GF	1,770	1,770	1,770	1,770	-	-
Policy Revisions	(45)	1,478	1	1	46	(1,477)
Current Services	31	(1,491)	31	(1,491)	-	-
Total Recommended - GF	1,756	1,757	1,802	280	46	(1,477)

Channel A: Responding to Public Health Emergency

Pathway 1a. Eligible Public Health Uses:

Behavioral Health Care

An **East Hartford Youth Center** will focus on Positive Youth Development (PYD) as an evidenced-based intervention to reduce the wide-spread anxiety, depression and isolation felt by many youths due to the on-going pandemic and to help mitigate the recent increase in delinquent behaviors.

Community Need and Purpose

When COVID-19 hit the “world” in March of 2020, it caught the public off guard as thousands of students were away from the classroom. In some Connecticut school systems some stayed away as long as 18 months. Schools can provide youth with more than just academic support but also social and emotional learning, a sense of safety, support for working families, nutritional needs (breakfast and lunch), physical activities and work-based learning. For many youth and families, there was a serious sense of loss when schools shifted to virtual/remote learning.

In adolescence, we have always seen many strong emotions, i.e., depressed mood, and negative emotions; anxiety and self-consciousness. Now we can add the additional stressor of the pandemic on top of that. We still do not know what the full impact has been and will be on our young people. The behavioral & emotional difficulties that have emerged in our youth in East Hartford include Anxiety, Depression and Social Isolation.

Many local mental health providers have also weighed in on the effects of the pandemic on our youth:

1. Connecticut Children’s Medical Center president and CEO Jim Shmerling in a newspaper article largely blamed the current stresses and behaviors difficulties on COVID-19.

“Children through COVID-19 have been isolated, they haven’t been able to go to school,” Shmerling said. “They need that socialization and second, many of these kids have had parents laid off or furloughed and that puts additional stress on the family.”

2. Dr. Asima Zehgeer of UConn Health's Child and Adolescent Psychiatry Outpatient Clinic discussed the challenges faced by children and teens in the wake of COVID-19.

"Many structural changes have occurred during isolation: change in the sleep-wake cycle, lesser face-to-face interaction with people other than family. Adjusting from a non-structured to structured life with increased demands at various levels has been a significant stressor that children have had to face."

3. Dr. Melissa Santos, Division Chief of Pediatric Psychology, Connecticut Children's stated that: "younger kids are showing a lot more aggression, a lot more acting out, a lot more hitting, pushing, more violent behavior." In Connecticut kids were missing the socialization." (9/9/21- fox61.com)

Historically, one of the best crime-prevention strategies for youth has been to keep them busy with productive, prosocial activities. However, when the pandemic hit, many structured after-school activities for youth were shut down.

There are many who believe that the shutdown of prosocial activities and programming for youth due to COVID has led to youth being involved in the recent increase in car thefts in town, the state and nationally.

Vehicle thefts across the country were up during the pandemic. Recently released FBI data show that between 2019 and 2020 the rate of thefts increased nationally by 11%. Those who work with teenagers suspect that what really drove the uptick was the sudden slowdown of structured prosocial activities.

"Many kids were left with nothing to do. Idle time is the devil's playground," Connecticut State Rep. Robyn Porter. "Give these kids something productive to do, invest in them so that we can yield some interest."

In a February 17th, 2021 article by Collen Walsh published in the Harvard Gazette and titled "**Teens and young adults hardest hit by the Pandemic,**" research was reported showing that the coronavirus pandemic has triggered a "loneliness epidemic," suggesting that feelings of social isolation are on the rise and that those hardest hit are teens and young adults.

Richard Weissbourd, a psychologist and senior lecturer at the Harvard Graduate School of Education (HGSE), who helped lead the research said: "If you look at

other studies on the elderly, their rates of loneliness are high, but they don't seem to be as high as they are for young people.”

“A robust social network is key to easing pain, and avoiding downward spiral,” the study says.

Responding to the Health Emergency Effectiveness through Positive Youth Development Programming.

Research indicates that young people who are surrounded by a variety of opportunities for positive encounters engage in less risky behavior and ultimately show evidence of higher rates of successful transitions into adulthood (Youth.gov). PYD programs are one venue to ensure that young people have access to adequate positive opportunities. The available evidence suggests that PYD programs can prevent a variety of risk behaviors among young people and improve social and emotional outcomes.

Positive Youth Development is a process by which all young people seek ways to meet their basic physical and social needs and build the competencies (knowledge and skills) necessary to succeed in adolescence and adulthood. Positive Youth development also can refer to an approach to youth work that emphasizes the prevention of problems before they occur.

Rather than implementing programs to combat specific youth problems, such as truancy or substance abuse, the youth development approach seeks to positively influence youth by fostering intellectual, social and emotional competencies. This approach seeks to help youth stay engaged and feel supported with sports, enrichment activities and academic activities.

An **East Hartford Youth Center** would be a meeting place that is youth-friendly, safe, and a non-threatening environment for information. It could provide service delivery across various sectors such as health, education, job training, recreation and vocational counseling.

The Center programming will target students in the East Hartford community in need of pro-social activities and a connectedness to the community. Youth who lack these factors have been found to be at risk for engaging in many anti-social behaviors such as truancy or juvenile arrests, as well as having behavioral health issues. Center programming will help youth develop the protective factors that will lead to more positive outcomes for them.

Goal: The Center will provide students with the opportunities to develop their social competencies by providing:

- a. Opportunities for students to develop age-appropriate social skills
- b. Opportunities for appreciation of cultural diversity
- c. Opportunities to develop personal and social adjustment skills at school, in their community and within their families
- d. Opportunities to strengthen their connection to their community, i.e. participation in community service or civic activities
- e. Opportunities to develop leadership skills
- f. Activities emphasizing conflict resolution, anti-bullying, handling peer pressure (resistance skills) and fostering appropriate self-advocacy.

In addition to regular drop-in hours, special events, youth groups, and programs will be scheduled regularly to promote healthy skills and positive youth development. PYD is an intentional, prosocial approach that engages youth within their communities, schools, organizations, peer groups, and families in a productive and constructive manner. The PYD framework outlines the supports all young people need to be successful.

Planned Programming:

1. After-school academic supports
2. Parks & Recreation activities
3. EH Connects Youth employment programming
4. Police/Youth Activity League
5. Adventure Based-Experiential Learning
6. Service learning activities
7. Youth Services psycho-educational programs
8. COVID-mitigation measures and best practices.

These programs promote positive outcomes by providing opportunities, fostering positive relationships, giving the support needed to develop young people's assets and preventing risky behaviors.

The Center will follow COVID-Safe practices, including:

- a. Universal indoor masking regardless of vaccination status
- b. Consistent and correct mask usage
- c. Handwashing
- d. Physical distancing
- e. Ventilation
- f. Setting of events or activities that keep physical distance between participants
- g. Collaboration with Public Health Department to ensure safety
- h. Communicating and educating youth and their families about the program's COVID-19 policies, mitigation measures and strategies
- i. Holding meetings, trainings, etc. virtually or in a space large enough to accommodate physical distancing.

Use of the ARPA Funds:

In order to reach the goal of a Community Youth Center for the Town of East Hartford the funding will be used for:

- a. Feasibility study: The aim of the feasibility study is to investigate options that could would develop this initiative.
- b. The Planning and development of a youth center.
- c. The renovations of an existing building that would become the Youth Center.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24th, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: AMUSEMENT PERMIT APPLICATION—"RiMaConn Relay;" "Eversource Marathon"

The following Amusement Permits are before you due to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3 (e), passed by the Town Council:

Sec. 5-3 (e):

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the Town Ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection.

Please add the following amusement permits to the Town Council agenda for the February 1st, 2022 meeting.

- "RiMaConn Relay"
 - Saturday, August 27th, 2022; 5 PM – 9:30 PM
- "Eversource Hartford Marathon"
 - Saturday, October 8th, 2022; 7:30 AM – 1:30 PM

C: S. Sansom, Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department



31 School Street
East Hartford, Connecticut 06108-2638

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: January 21, 2022

Re: **Amusement Permit Application**
“RiMaConn Relay”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.

Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

January 21, 2022

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application
"RiMaConn Relay"**

Dear Chairman Kehoe:

Attached please find the amusement permit application from **The Hartford Marathon Foundation by Josh Miller, its Race and Technical Director**. The applicant seeks to conduct a team relay event that invites participants to complete a ninety-five (95) mile trek from Lincoln, Rhode Island to Hartford, Connecticut using the East Coast Greenway on **Saturday, August 27, 2022 from 5:00 PM – 9:30 PM**.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Risk Management** approves the application as submitted subject to the receipt and approval of Certificate of Insurance sixty (60) days prior to the event.

The **Inspections and Permits Department** states that permits and inspections may be required for temporary installations.

The **Office of Corporation Counsel** approves the application as submitted.

The **Fire Department** approves the application as submitted and **indicates there are no anticipated costs to their Department**.

The **Health and Parks & Recreation Departments** approve the application as submitted and state **there are no anticipated costs to their Departments**.

The **Public Works Department** approves the application as submitted and states **there are no anticipated costs to their Department**.

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- There will be significant detours for several hours. Traffic on the adjacent streets can be maintained with a near-normal flow of traffic.

- Police manpower required for these events exceeds the Department's normal Patrol Complement and overtime hiring will be necessary. As an event that is not Town-sponsored, this expense will have to be borne by the applicant. The anticipated cost to the Department for this event is \$2,605.32 for four officers, which *does not* include a potential contractual raise.

Respectfully submitted for your information.

Sincerely,



Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Tuesday, January 4, 2022 10:02 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application - RiMaConn Relay

I will need Certificate of Insurance that includes auto and general liability and Additional Insured wording as follows:

The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as an Additional Insured for automobile and general liability policies.

From: Rivera, Augustina
Sent: Tuesday, January 4, 2022 8:11 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application - RiMaConn Relay

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "RiMaConn Relay" taking place on Saturday, August 27th, 2022. Please review and submit comments back to me **no later than 12:00 noon, Tuesday, January 18, 2022**. I am trying to get it to the Mayor's Office by January 21st.

Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
arivera@easthartfordct.gov

Office: 860-291-7631
Fax: 860-610-6290

Rivera, Augustina

From: Grew, Greg
Sent: Wednesday, January 12, 2022 4:59 PM
To: Rivera, Augustina
Subject: Re: Outdoor Amusement Permit Application - RiMaConn Relay

Per Ordinance 5-3 my review and approval is not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building / Zoning / Property Maint.)



Town of
EAST HARTFORD
CONNECTICUT

Town Hall
740 Main Street
East Hartford, CT 06108
Direct [\(860\) 291-7345](tel:8602917345)
Mobile [\(860\) 874-8034](tel:8608748034)
<http://www.easthartfordct.gov/inspections-and-permits>

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, January 4, 2022 8:10 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application - RiMaConn Relay

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "RiMaConn Relay" taking place on **Saturday, August 27th, 2022**. Please review and submit comments back to me **no later than 12:00 noon, Tuesday, January 18, 2022**. I am trying to get it to the Mayor's Office by January 21st.

Thank you.

Tina

Rivera, Augustina

From: Gentile, Richard
Sent: Tuesday, January 11, 2022 9:24 AM
To: Rivera, Augustina
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Thank you. I have no further comments.

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108

860-291-7217
rpgentile@easthartfordct.gov

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY THE OFFICE OF THE CORPORATION COUNSEL ABOUT THE RECEIPT BY TELEPHONING (860)291-7219; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE, FORWARD, OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, January 10, 2022 11:30 AM
To: Gentile, Richard <RPGentile@easthartfordct.gov>
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Good morning,

My apologies for not catching that. Attached are the corrected forms. Let me know if you are ok with the revised applications as submitted.

Tina

From: Gentile, Richard <RPGentile@easthartfordct.gov>
Sent: Tuesday, January 4, 2022 3:59 PM
To: Rivera, Augustina <ARivera@easthartfordct.gov>
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Page 3 should show the name of the foundation. Rich

Fire Dept



Scott Sansom
Chief of Police

**TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401**



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, August 27, 2022**

Event: **"RiMaConn Relay"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$0 _____

Interim Fire Chief Kevin Munson
Signature

1/4/2022

Date

Comments:

Health Dept



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, August 27, 2022

Event: "RiMaConn Relay"

Applicant: The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director

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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ _____

Laurence Burns, MPH, MBA
Signature

January 12, 2022
Date

Comments:

Approved as submitted by the Health & Social Services.



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, August 27, 2022**

Event: **"RiMaConn Relay"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known 0.00

Ted Fravel

Signature

1/13/22

Date

Comments:



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, August 27, 2022**

Event: **"RiMaConn Relay"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 0

Signature Marilynn Cruz-Aponte

Date 1-13-22

Comments:

Rivera, Augustina

From: Hawkins, Mack
Sent: Tuesday, January 18, 2022 7:28 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application - RiMaConn Relay

Tina,

I have reviewed the Outdoor Amusement Permit Application for 2020 RiMaConn Relay. I approve the application as submitted. The anticipated cost for this event is \$2,605.32 for four officers, which does not include a potential contractual raise.

Thanks,

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Friday, January 14, 2022 11:57 AM
To: Hawkins, Mack <MHawkins@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application - RiMaConn Relay

Hi Mack,

Just a friendly reminder that I need your comments by Tuesday, Jan 18th for RiMaConn Relay.

Thanks.

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event:
RiMaConn Relay
2. Date(s) of Event:
Saturday August 27th, 2022
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):

Hartford Marathon Foundation, Inc.
41 Sequin Drive
Glastonbury, CT 06033
Contact: Josh Miller, Race/Technical Director
Office: (860) 652-8866 Mobile: (860) 338-1781
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
Hartford Marathon Foundation, Inc.
41 Sequin Drive
Glastonbury, CT 06033

See Board of Directors list attached
5. List the location of the proposed amusement: (Name of facility and address)
See race course map attached
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
Saturday August 27, 2022 from 5:00 PM - 9:30 PM. Due to the nature of the event, participants will run through East Hartford between these times. Runners will be well spaced out by this point in the relay.
7. Provide a detailed description of the proposed amusement:
The RiMaConn Relay is a team relay event that invites participants to complete a 95 mile trek from Lincoln, RI to Hartford, CT using the East Coast Greenway.

8. Will music or other entertainment be provided wholly or partially outdoors?
- Yes No
- a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?
9. What is the expected age group(s) of participants?
14 - 85
10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
130 teams total with only 1 member of each team completing this section of the event.
11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:
- a. Crowd size impact:
Runners will run on local roads, obeying traffic laws.
- b. Traffic control and flow plan at site & impact on surrounding / supporting streets:
HMF to work with local police/DOT on traffic impact/control. See additional attachment.
- c. Parking plan on site & impact on surrounding / supporting streets:
Participants will park in Hartford, CT.
- d. Noise impact on neighborhood:
Minimal, just runners, no amplified sound.
- e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:
HMF to handle any trash removal due to limited number of participants.
- f. List expected general disruption to neighborhood's normal life and activities:
Minor traffic impact as runners pass due to the nature of the event.
- g. Other expected influence on surrounding neighborhood:
This is a great opportunity for residents to participate and/or volunteer.
12. Provide a detailed plan for the following:
- a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:
Roads are accessible for emergency personnel and vehicles to access all areas.
- b. Provisions for notification of proper authorities in the case of an emergency:
HMF to remain in communication with public safety officials during event.
- c. Any provision for on-site emergency medical services:
Due to size of event, 911 to be utilized HMF to confirm with EMS prior to event.
- d. Crowd control plan:
Staff and volunteers to direct runners along route.
- e. If on town property, the plan for the return of the amusement site to pre-amusement condition:
HMF staff and volunteers to remove all signage, waste, etc. as needed to return the amusement site to pre-amusement condition.

f. Provision of sanitary facilities:

Portable toilets at each exchange location for participants and volunteers.

13. Will food be provided, served, or sold on site:

a. Food available: Yes No AND

b. Contact has been made with the East Hartford Health Department Yes No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

a. For such sale or provision,

b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

a. False Statement is a Class A Misdemeanor.

b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Hartford Marathon Foundation, Inc.

(Legal Name of Applicant)

Josh Miller

(Applicant Signature)

Josh Miller

(Printed Name)

12-21-2021

(Date Signed)

Race/Technical Director

(Capacity in which signing)

-
- (Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included: YES
Liquor Permit Included: YES
Certificate of Alcohol Liability Included: YES
Time Waiver Request Included: YES
Fee Waiver Request Included: YES

NO
 NO
 NO
 NO
 NO

Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic,
theatrical or pictorial performance or other exhibitions \$ 10/performance §5-6
Parades \$ 25/each parade §5-6
Fireworks display or air show \$ 25/performance §5-6
Carnival, rodeo, circus, or tent show \$ 100/day §5-6

Total Assessed Amusement Permit Fee

Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: 12-21-2021 12 : 38 AM PM

Time remaining before event: 236 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Hartford Marathon Foundation, Inc.
2022 Board of Directors

Chairman

Christine Andrews (Chris)
Andrews Benefits
Farmington, CT 06034

Vice Chairman

Sivasenthil (Siva) Arumugam, M.D.
Partner, Woodland Anesthesiology
Hartford, CT 06105

Treasurer

Robert M. Haggett, C.P.A. (Bob)

Secretary

Peter A. Gutermann, Esq.

Cynthia Costanzo (Cyndy)
Executive Director, UConn Recreation
University of Connecticut
Storrs, CT

Brian J. Foley
Department of Emergency Service and
Public Protection

Irvin C. Girard
East Hartford High School
East Hartford, CT

Raymond M. Hassett (Ray)
Partner, Hassett & George, P.C.
Glastonbury, CT 06033

Kate Hernandez
Sr. Director, Integrated Marketing –
Planning at Travelers

Peter A. Holowesko
Raytheon Technologies
Farmington, CT 06032

Christopher A. Montross (Chris)
Senior Managing Director
Aetna
Hartford, CT 06156

Nicole Mule
Attorney
Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.
Stamford, CT 06901

Patrick Stiegman
Vice President & Editorial Director,
Global Digital Content
ESPN

Kevin E. Verge
Assoc. General Counsel,
Transformation Strategy & Data Protection
Pratt & Whitney

CEO/President

Elizabeth G. Shluger (Beth)
Founder, CEO and President
Hartford Marathon Foundation
Glastonbury, CT 06033

Emeritus

Kenneth L. Shluger (Ken)
Judge, Connecticut Superior Court

David Polk
West Hartford, CT

Brewster Perkins

Timothy Larson (Tim)
Commission of Higher Education
State of CT



**HARTFORD
MARATHON
FOUNDATION**

Hartford Marathon Foundation
41 Sequin Drive, Glastonbury, CT 06033
P: 860-652-8866 | F: 860-652-8145
www.hartfordmarathon.com

December 21, 2021

Town of East Hartford
31 School Street
East Hartford, CT 06108

Request To Use Town For Athletic Event – RiMaConn Relay – Saturday, August 27th, 2022

To Whom It May Concern,

The Hartford Marathon Foundation (HMF) requests permission to traverse the **Town of East Hartford** for the third running of the **RiMaConn Relay**, presented by Webster Bank on **Saturday, August 27th, 2022**. The event is an 18 stage relay run that will start in Lincoln, RI and finish in Hartford, CT. The 95-mile journey will traverse 20 towns and 3 states. Teams of 6 members will begin between 4 AM and 9 AM (depending on their projected pace) and exchanging the “baton” roughly every 5 miles to their teammates. Runners will be instructed to obey all local traffic laws as they make their way along the route. Roads are not requested to be closed to vehicle traffic, however police coordination is requested as deemed necessary to allow for safe passage of runners in key areas. The event concept was developed by HMF and East Coast Greenway advocates as a way to showcase the extensive multi-use trail network’s accomplishments and accessibility through Rhode Island, Massachusetts, and Connecticut. We project that our impact to the town will be between **5:00 PM and 9:30 PM**, and will include the utilization of the following:

- City streets (See course maps)
- Charter Oak Greenway (East Coast Greenway)
- Great River Park

Thank you for considering this request. If you have any questions, please contact me.

Sincerely,

Bucky Gumbrewicz
Operations Manager
Hartford Marathon Foundation

Attachment(s): RiMaConn Relay - Leg 18 Map
Town of East Hartford - Outdoor Amusement Permit
Hartford Marathon Foundation - Board of Directors List

East Hartford Event Approval: Yes _____ | No _____ | Need Further Information _____

Signature: _____ Title: _____ Date: _____

Printed Name: _____



Leg 18: Rentschler Field to Mortenson Riverfront Plaza

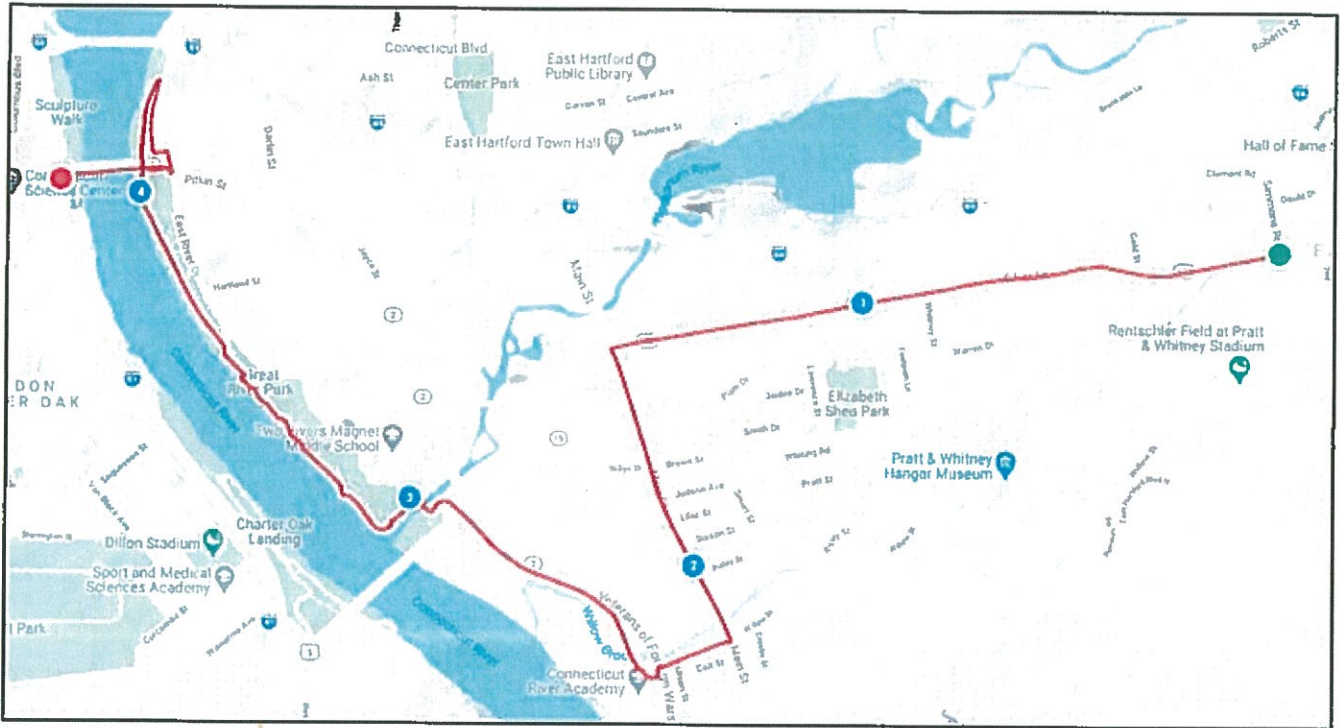
R6 | U3

Running Details

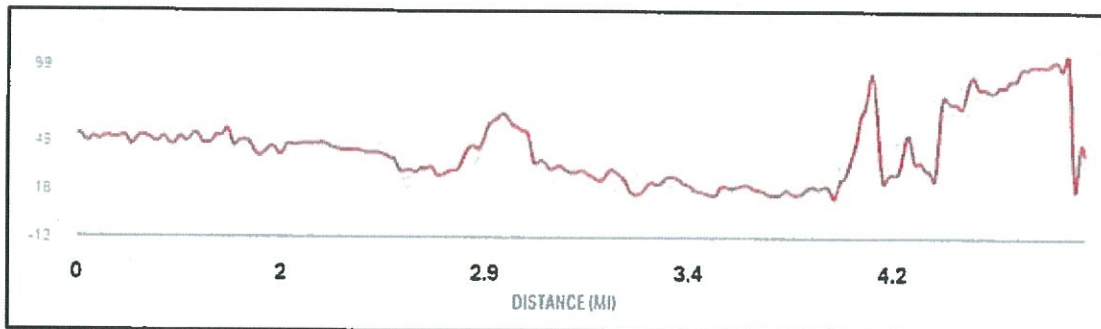
Start: Rentschler Field, East Hartford, CT

Finish: Mortenson Riverfront Plaza, Hartford, CT

DISTANCE	START ELEVATION	MAX ELEVATION	ELEVATION GAIN	DIFFICULTY	TERRAIN
4.7 MILES	53 FT	98 FT	130 FT	MODERATE	PAVED TRAIL/ROAD



1. Head west on Silver Lane (0.0 miles)
2. Turn left on Main Street (1.4 miles)
3. Turn right at Willow Street onto multi use trail (0.7 miles)
4. Continue across Riverside Drive (0.2 miles)
5. Turn right on trail – DO NOT TAKE STAIRWELL SPUR (0.6 miles)
6. Continue through Great River parking lot to stay on trail (0.6 miles)
7. Take hard right on trail at the top of the dike (0.7 miles)
8. Turn right on East River Drive (0.2 miles)
9. Take right onto Founders Bridge Ramp (0.0 miles)
10. Take left at top of ramp onto Founders Bridge (0.0 miles)
11. Arrive at the Finish Line at Mortenson Riverfront Plaza! (0.2 miles)



Safety Notes:

Stay on sidewalk / bikeway / trail where applicable

Use caution crossing streets

Follow directional signs

Driving Details

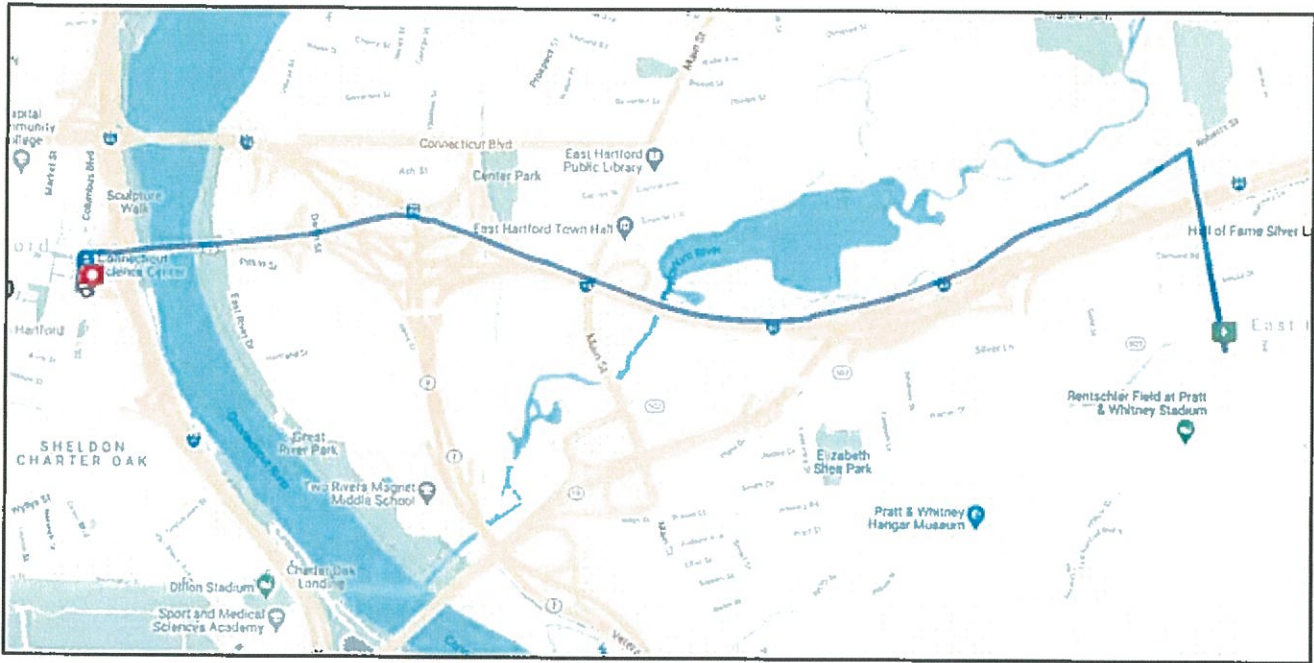
Driving Directions to Finish Line Parking: Convention Center, 100 Columbus Boulevard, Hartford, CT 06103 (Closest to Finish Line)

Additional Garages:

- Front Street North Garage, 24 Front Street, Hartford, CT 06103
- Front Street South Garage, 62 Front Street, Hartford, CT 06103

Driving Distance: 3.4 miles

Estimated Drive Time: 6 Minutes



1. Head north on Simmons Road (CAUTION RUNNERS MAY BE ON ROAD)
2. Turn left onto Roberts Street
3. Use right lane to take Highway I-84 West (towards Hartford)
4. Merge onto Highway I-84
5. Use left 3 lanes to take Exit 54 towards Downtown/Hartford
6. At the end of the bridge/ramp, use left lane to take left onto Columbus Boulevard
7. Convention Center Garage entrance will be on your left
8. Exit garage and make your way to the top of the plaza and the finish line!

Parking Details:

- **Parking Pass** - Each team will be given one parking pass at the post-race event area which will grant prepaid access to any of the above mentioned parking garages. Passes may be picked up at the merchandise tent. **Parking Pass is only active from 5 AM – 11 PM, Saturday, August 28.** Additional vehicles are welcome to park in the above mentioned garages, normal rates will apply.
- Once parked, teams should approach the Riverfront Plaza Level via the stairwell at the intersection of Columbus Boulevard and State Street. At the top of the stairs, continue east toward the Connecticut River.

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

www.easthartfordct.gov

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

To: Mayor Walsh

From: Chief Scott M. Sansom

Date: January 21, 2022

Re: **Amusement Permit Application**
“Eversource Hartford Marathon”

Pursuant to the East Hartford Code of Ordinances, Chapter 5, Amusements, Section 5-3(e), the attached Amusement Permit Application should be forwarded to the Town Council for appropriate action.

If you require any further information, please contact me at your convenience.



Scott M. Sansom
Chief of Police

MICHAEL P. WALSH
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

www.easthartfordct.gov

January 21, 2022

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

Re: Outdoor Amusement Permit Application
"Eversource Hartford Marathon - 2022"

Dear Chairman Kehoe:

Attached please find the amusement permit application from **The Hartford Marathon Foundation by Josh Miller, its Race and Technical Director**. The applicant seeks to conduct a marathon, road races and outdoor musical entertainment with volunteers and several thousand spectators and runners on **Saturday, October 8, 2022 from 7:30 AM – 1:30 PM**, with music running between **9 AM and 1:30 PM**.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Risk Management** approves the application as submitted subject to the receipt of Certificate of Insurance sixty (60) days prior to the event.

The **Inspections and Permits Department** states that permits and inspections may be required for temporary installations.

The **Office of Corporation Counsel** states it has no issues with this application and that the applicant will need to work with the Parks & Recreation Department to execute a License Agreement with the Town for the use of Town roads and facilities.

The **Fire Department** approves the application as submitted and indicates the anticipated cost for the Department's services is **\$4,100.00**.

The **Health Department** approves the application as submitted provided that the applicant complies with any Covid-19 restrictions in place at the time of the event and states there are no anticipated costs to their Departments.

Parks & Recreation Department approves the application as submitted and as in years past will send out the licensing agreement and states there are no anticipated costs to their Department.

The **Public Works Department** recommends the application be approved subject to the following conditions:

- Applicant shall obtain road closure permits from the appropriate jurisdictions.
- The applicant shall coordinate with the CT DOT regarding highway construction and associated detours.
- **The anticipated cost to the Department for this event is \$9,141.00.**

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- There will be significant detours for several hours. Traffic on the adjacent streets can be maintained with a near-normal flow of traffic.
- Police manpower required for these events exceeds the Department's normal Patrol Complement and overtime hiring will be necessary. As an event that is not Town-sponsored, this expense will have to be borne by the applicant. The **anticipated** cost to the Department for this event is **\$37,806.28** which **does not include a possible contractual raise.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott M. Sansom
Chief of Police

Cc: Applicant

Rivera, Augustina

From: Sasen, Christine
Sent: Tuesday, January 4, 2022 10:09 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

I will need Certificate of Insurance that includes auto and general liability and Additional Insured wording as follows:

The Town of East Hartford, its officials, employees, volunteers, boards and commissions are included as an Additional Insured for automobile and general liability policies.

From: Rivera, Augustina
Sent: Tuesday, January 4, 2022 8:11 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Mari Lynn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzak, Linda <Ltrzetzak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "Eversource Hartford Marathon" taking place on Saturday, October 8, 2022. Please review and submit comments back to me **no later than 12:00 noon, Tuesday, January 18, 2022**. I am trying to get it to the Mayor's Office by January 21st.

Thank you.

Tina

Augustina Rivera
Administrative Clerk 3
Support Services Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
arivera@easthartfordct.gov

Office: 860-291-7631
Fax: 860-610-6290

Rivera, Augustina

From: Grew, Greg
Sent: Wednesday, January 12, 2022 4:59 PM
To: Rivera, Augustina
Subject: Re: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

Per Ordinance 5-3 my review and approval is not required. Permits and inspections may be required for temporary installations.

MILTON GREGORY GREW, AIA
Director of Inspections & Permits
(Building / Zoning / Property Maint.)



Town of
EAST HARTFORD
CONNECTICUT

Town Hall
740 Main Street
East Hartford, CT 06108
Direct [\(860\) 291-7345](tel:8602917345)
Mobile [\(860\) 874-8034](tel:8608748034)
<http://www.easthartfordct.gov/inspections-and-permits>

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Tuesday, January 4, 2022 8:11 AM
To: Burnsed, Laurence <lburnsed@easthartfordct.gov>; Fravel, Theodore <tfravel@easthartfordct.gov>; Lawlor, John <JLawlor@easthartfordct.gov>; Oates, John <Joates@easthartfordct.gov>
Cc: Alsup, Steve <SAlsup@easthartfordct.gov>; Cohen, Bruce <BCohen@easthartfordct.gov>; Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Davis, Robert <RDavis@easthartfordct.gov>; Drouin, Darrell <Ddrouin@easthartfordct.gov>; Dwyer, Sean <SDwyer@easthartfordct.gov>; Ficacelli, Joseph <JFicacelli@easthartfordct.gov>; Gentile, Richard <RPGentile@easthartfordct.gov>; Grew, Greg <mggrew@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Neves, Paul <Pneves@easthartfordct.gov>; O'Connell, Michael <Moconnell@easthartfordct.gov>; Sansom, Scott <SSansom@easthartfordct.gov>; Sasen, Christine <CSasen@easthartfordct.gov>; Trzetzziak, Linda <Ltrzetzziak@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

Good morning,

Please find attached your Directors Review & Notice and the Outdoor Amusement Permit application for the "Eversource Hartford Marathon" taking place on **Saturday, October 8, 2022**. Please review and submit comments back to me **no later than 12:00 noon, Tuesday, January 18, 2022**. I am trying to get it to the Mayor's Office by January 21st.

Thank you.

Tina

Rivera, Augustina

From: Gentile, Richard
Sent: Tuesday, January 11, 2022 9:24 AM
To: Rivera, Augustina
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Thank you. I have no further comments.

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108

860-291-7217
rpgentile@easthartfordct.gov

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY THE OFFICE OF THE CORPORATION COUNSEL ABOUT THE RECEIPT BY TELEPHONING (860)291-7219; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE, FORWARD, OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Monday, January 10, 2022 11:30 AM
To: Gentile, Richard <RPGentile@easthartfordct.gov>
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Good morning,

My apologies for not catching that. Attached are the corrected forms. Let me know if you are ok with the revised applications as submitted.

Tina

From: Gentile, Richard <RPGentile@easthartfordct.gov>
Sent: Tuesday, January 4, 2022 3:59 PM
To: Rivera, Augustina <ARivera@easthartfordct.gov>
Subject: RE: Revised Outdoor Amusement Permit Applications and Board List - RiMaConn Relay and Eversource Hartford Marathon

Page 3 should show the name of the foundation. Rich



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 8, 2022**

Event: **"Eversource Hartford Marathon"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ 4100

Interim Fire Chief Kevin Munson

Signature

1/4/2022

Date

Comments:

Health Dept



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 8, 2022**

Event: **"Eversource Hartford Marathon"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____

Laurence Burnsed, MPH, MBA
Signature

January 13, 2022
Date

Comments:

Approved as submitted by the Health Department.



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: Saturday, October 8, 2022

Event: "Eversource Hartford Marathon"

Applicant: The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$0.00

Ted Fravel
Signature

1/12/22
Date

Comments:



Scott Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Michael P. Walsh
Mayor

Administrative Review of Amusement Permit

Event Date: **Saturday, October 8, 2022**

Event: **"Eversource Hartford Marathon"**

Applicant: **The Hartford Marathon Foundation by Josh Miller, its
Race/Technical Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

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- 3. the application be disapproved for the reason(s) set forth in the attached comments.

- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \$9,141.00

Signature Marilynn Cruz-Aponte Date 1-14-22

Comments:

Police

Rivera, Augustina

From: Hawkins, Mack
Sent: Tuesday, January 18, 2022 7:26 AM
To: Rivera, Augustina
Subject: RE: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

Tina,

I have reviewed the Outdoor Amusement Permit Application for Eversource Hartford **Marathon** Outdoor Amusement for 2022. I approve the application as submitted. The anticipated cost for this event is \$37,806.28 which **does not** include a possible contractual raise.

Thanks,

Mack S. Hawkins

Assistant Chief of Police
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Rivera, Augustina <ARivera@easthartfordct.gov>
Sent: Friday, January 14, 2022 12:00 PM
To: Cruz-Aponte, Marilyn <mcruzaponte@easthartfordct.gov>; Hawkins, Mack <MHawkins@easthartfordct.gov>; Wagner, Justin <Jwagner@easthartfordct.gov>
Subject: FW: Outdoor Amusement Permit Application -Eversource Hartford Marathon 2022

Hi, Just a friendly reminder that I need your comments for Eversource Hartford Marathon by Tuesday, January 18th.

Have an awesome weekend.

Tina

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event:
Eversource Hartford Marathon
2. Date(s) of Event:
Saturday October 8, 2022
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant):

Hartford Marathon Foundation, Inc.
41 Sequin Drive
Glastonbury, CT 06033
Contact: Josh Miller, Race/Technical Director
Office: (860) 652-8866 Mobile: (860) 338-1781
4. If Applicant is a partnership, corporation, limited liability company (LLC), club, or association, list the names of all partners, members, directors and officers AND provide their business address.
Hartford Marathon Foundation, Inc.
41 Sequin Drive
Glastonbury, CT 06033

See Board of Directors list attached
5. List the location of the proposed amusement: (Name of facility and address)
See race course map attached
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
7:30 AM - 1:30 PM Saturday October 8, 2022
7. Provide a detailed description of the proposed amusement:
Marathon road race, same as 2019 course

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? **9:00 AM - 1:30 PM**

9. What is the expected age group(s) of participants?

16 - 80+

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

3000 runners, 800 volunteers, several hundred spectators

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Runners will run on closed roads

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

We will work with police and DOT for street closures and delays

c. Parking plan on site & impact on surrounding / supporting streets:

Runners to park in city of Hartford and run to and from Hartford - no impact to parking in East Hartford

d. Noise impact on neighborhood:

Minimal, music will not play until 9 AM only at select locations on course

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

Volunteers to clean their areas and garbage trucks to sweep entire route at conclusion of the event

f. List expected general disruption to neighborhood's normal life and activities:

Road closures/detours

g. Other expected influence on surrounding neighborhood:

Great opportunity for individuals/groups in community to run, volunteer, support/cheer, etc.

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Roads will be accessible to emergency personnel and vehicles to access all areas

b. Provisions for notification of proper authorities in the case of an emergency:

Command center for event will have representation from all departments involved

c. Any provision for on-site emergency medical services:

Medical services located at finish area with Command Center responding to event emergencies

d. Crowd control plan:

Runners will stay on streets directed by volunteers and signage

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

Streets used and then cleaned up by volunteers and public works at the conclusion of the event

f. Provision of sanitary facilities:
Portable toilets will be placed along the route

13. Will food be provided, served, or sold on site:

- a. Food available: Yes No AND
- b. Contact has been made with the East Hartford Health Department Yes No.

14. Does the proposed amusement involve the sale and / or provision of alcoholic beverages to amusement attendees,

Yes No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

- a. For such sale or provision,
- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

- a. False Statement is a Class A Misdemeanor.
- b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Hartford Marathon Foundation, Inc.

(Legal Name of Applicant)

Josh Miller

(Applicant Signature)

Josh Miller

(Printed Name)

11-29-2021

(Date Signed)

Race/Technical Director

(Capacity in which signing)

-
- (Click button to send application electronically to ehpdpermits@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:	YES	<input checked="" type="radio"/> NO
Liquor Permit Included:	YES	<input checked="" type="radio"/> NO
Certificate of Alcohol Liability Included:	YES	<input checked="" type="radio"/> NO
Time Waiver Request Included:	YES	<input checked="" type="radio"/> NO
Fee Waiver Request Included:	YES	<input checked="" type="radio"/> NO

Outdoor Amusement Permit Fees:

Sport, athletic contest, musical, operatic, dramatic, theatrical or pictorial performance or other exhibitions	\$ 10/performance §5-6
Parades	\$ 25/each parade §5-6
Fireworks display or air show	\$ 25/performance §5-6
Carnival, rodeo, circus, or tent show	\$ 100/day §5-6

Total Assessed Amusement Permit Fee

Received By: Augustina Rivera

Employee Number: 9099

Date & Time Signed: 11-29-2021 2 : 40 AM PM

Time remaining before event: 278 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Hartford Marathon Foundation, Inc.
2022 Board of Directors

Chairman

Christine Andrews (Chris)
Andrews Benefits
Farmington, CT 06034

Vice Chairman

Sivasenthil (Siva) Arumugam, M.D.
Partner, Woodland Anesthesiology
Hartford, CT 06105

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East Hartford High School
East Hartford, CT

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Partner, Hassett & George, P.C.
Glastonbury, CT 06033

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Sr. Director, Integrated Marketing –
Planning at Travelers

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Raytheon Technologies
Farmington, CT 06032

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Senior Managing Director
Aetna
Hartford, CT 06156

Nicole Mule´
Attorney
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Stamford, CT 06901

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Pratt & Whitney

CEO/President

Elizabeth G. Shluger (Beth)
Founder, CEO and President
Hartford Marathon Foundation
Glastonbury, CT 06033

Emeritus

Kenneth L. Shluger (Ken)
Judge, Connecticut Superior Court

David Polk
West Hartford, CT

Brewster Perkins

Timothy Larson (Tim)
Commission of Higher Education
State of CT

TRAFFIC ALERT – EAST HARTFORD RESIDENTS

October 8, 2022



More than 10,000 participants will be on local roads for the 2022 Eversource Hartford Marathon. To assist with travel, please see the road closure chart below and note adjacent roads will also have impact. Please expect delays and detours.

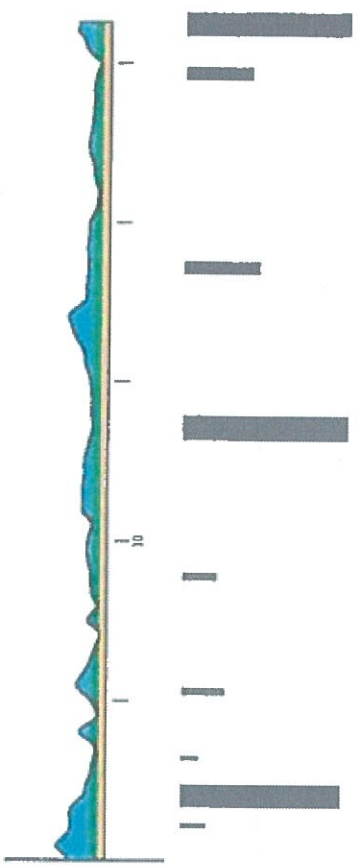
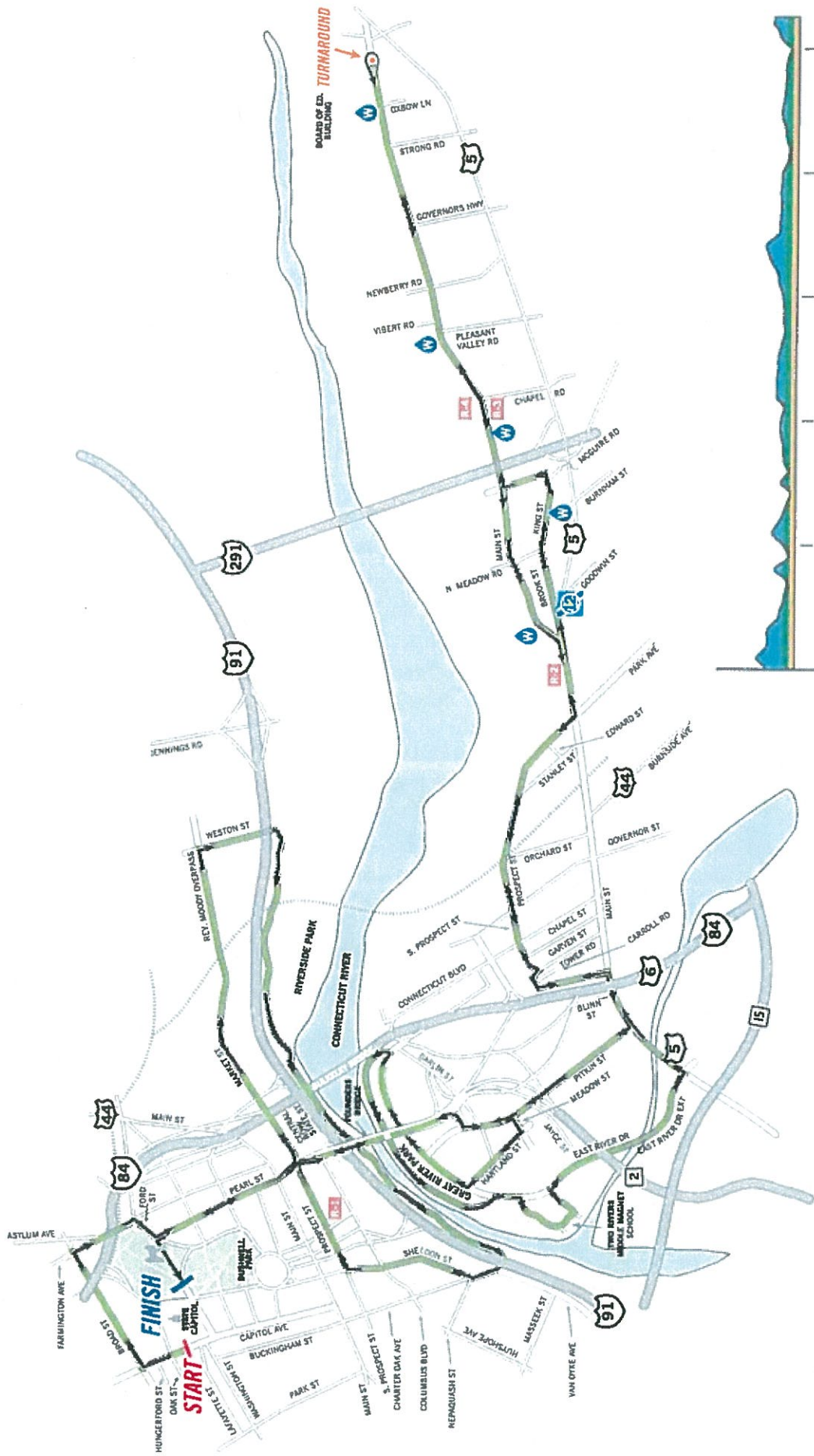
Click the "Schedule/Road Closures" button on www.hartfordmarathon.com for detailed maps and information. Roads will reopen as runners pass. When possible, police will direct cross traffic during the race.

Thank you for your support and cooperation!

Area and Streets Used for Race	CLOSED TO TRAFFIC
Founders Bridge Eastbound only	7:30 AM - 2:00 PM
Founders Plaza area, including: East River Drive exit East River Drive Hartland Street Meadow Street Pitkin Street	7:30 AM – 1:30 PM
Prospect Street area, including: S. Prospect Street Main Street (north of Prospect) Carroll Road	7:30 AM – 1:00 PM
Silver Lane Extension Access to Rt 2 and Rt 15	7:30 AM – 9:00 AM

Sharing the roads helps the region!
Participants in the Eversource Hartford Marathon and Half Marathon have raised more than \$8.5 million for local charities. In 2018 alone, the event provided \$11.7 million in economic value to the area.

Questions call 860-652-8866.





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 20th, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Mike P. Walsh
RE: REFERRAL: Ordinance Committee

Please refer the revised ordinances 8-14, 8-24 and Chapter 12: Food and Food Establishments, concerning Food Truck operation in the Town to the Ordinance Committee. The administration would like the committee to explore allowing Food Trucks to operate on Town owned roadways, parks, buildings and schools as deemed appropriate.

Please place this item on the Town Council agenda for the February 1st, 2022 meeting.

Thank you.

C: Rich Gentile, Assistant Corp. Counsel
Connor Martin, Chief of Staff

CHAPTER 12. ARTICLE 1. FOOD AND FOOD ESTABLISHMENTS

Sec. 12-1. GENERALLY. Purpose and Authority.

This chapter shall be liberally construed and applied to promote its underlying purpose of protecting the public health by regulating the storage, preparation, processing, sale and service of food consistent with Sec. 19-13-B40, Sec. 19-13-B42, Sec. 19-13-B48, Sec. 19-13-B49 and other sections of the Public Health Code of the State of Connecticut.

Sec. 12-2. Definitions.

- (a) Director of Health means the local Director of Health or his authorized agents.
- (b) Authorized Agent means an individual certified to inspect food service establishments by the State of Connecticut, and designated to do so by the Director of Health.
- (c) Approved means acceptable to the Director of Health, based on a determination that the source of food, the plans for the facility, and/or the storage, preparation, processing, sale and service of a food establishment is in conformance with the requirements of this chapter, the Public Health Code of the State of Connecticut, and/or good public health practices.
- (d) Food means any raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for human consumption, except produce sold at temporary vegetable stands, carts, or other vehicles on a seasonal basis.
- (e) Food Establishment means any cart, truck, stand, vehicle or place where food intended for human consumption is manufactured, prepared, stored, offered for sale, or served. The term includes, but is not limited to the following: (1) food service operation, (2) catering operation, and (3) itinerant food vending operation. These terms expressly exclude private homes where food is prepared and served for consumption by members of the particular household wherein such food has been prepared and served.
- (f) Food Service Operation means any operation where food is sold, stored, prepared, and/or served to the public.
- (g) Catering Operation means any operation involved in the sale and/or distribution of food prepared in bulk in one location for service in individual portions at another, or, which involves preparation and/or service of food on public or private premises not under the ownership or control of the operator of such service.
- (h) Itinerant Food Vending Operation means any operation involving the preparation and/or service of food from any Food Truck (as defined in 8-14 a) (2) of these Ordinances cart, truck, stand, vehicle and/or structure, establishment or conveyance without a permanently fixed location and which lacks permanent connections to an approved private or public water supply and an approved private or public sewage disposal system.

ARTICLE 2 LICENSE REQUIREMENTS.

Sec. 12-3.
Requirements License
Required.

**CHAPTER 12. Food and
Food Establishments**

Sec. 12-5. License Suspension
and Revocation.

Sec. 12-3. Requirements License Required.

- (a) No person shall operate a food establishment within the Town of East Hartford without first having obtained a license from the Director of Health.
- (b) No license shall be issued without the prior written approval of the Director of Health. The duration of such license shall be for one (1) year except as provided in Sec. 12-7.
- (c) The fee for a food establishment license shall be as provided by the Town Council in its Schedule of Fees.
- (d) Applications for a food establishment license shall be made on forms to be provided by the Director of Health.
- (e) The food establishment license is not transferable.
- (f) If two or more types of licensed activities are carried on at one location and as part of one operation, only one fee shall be charged. Such fee shall be the highest amount charged if any one of the activities were to be licensed separately.
- (g) No license is required for establishments which sell only food products which do not require preparation, refrigeration, cooking and/or heating of any kind on the premises.
- (g)(h) An Itinerant Food Vending Operation is subject to the terms of Chapter 8 of these Ordinances, and, unless otherwise provided by State law or regulation, must not operate without receipt of Peddler credentials thereunder.

Sec. 12-4. License Display.

The food establishment license shall be displayed in a prominent location within the establishment so that it may be easily seen by the public.

Sec. 12-5. License Suspension and Revocation.

- (a) The Director of Health shall have the power to suspend and/or revoke the license of a food establishment upon any violation of the Public Health Code of the State of Connecticut or any health ordinances and/or regulations of the Town.
- (b) No order of revocation shall be issued except after a hearing held after reasonable notice has been given to the licensee except that, if the Director of Health finds unsanitary or other conditions, which in his judgment, constitute an immediate and substantial hazard to the public health, he may immediately issue written notice of suspension to the license holder or person in charge citing the reasons for such action. Such notice shall also advise the licensee that it shall appear at a hearing to be held by the Director of Health within five (5) working days from the date of the notice to give reasons why such license should not be permanently revoked.
- (c) When a food establishment incurs damage to its facilities, including but not limited to, water, wind, fire damage, or loss of utility services necessary to maintain food in a fresh and wholesome condition, upon notice, the license will be suspended pending a site inspection of the premises by the Director of Health or his agent. Upon satisfactory completion of the inspection, the license shall be reinstated.
- (d) The holder of any food establishment license who is aggrieved by a suspension or revocation of such license by the Director of Health may appeal such suspension or revocation to the State of Connecticut in accordance with State law. During the filing on an appeal, the license shall not stay the revocation or suspension unless a stay is expressly granted in writing by the Director of Health for good cause.

Town of East Hartford

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Sec. 12-6. Waiver of Fees for Charitable Causes.

CHAPTER 12. Food and Food Establishments

Sec. 12-10. Classifications of Food Establishment Operation Licenses.

Sec. 12-6. Waiver of Fees for Charitable Causes.

(a) The Director of Health may waive the payment of a fee by a food establishment whose total profits are devoted to charitable purposes. Eligibility for such waiver shall be determined by the Director of Health.

(b) The Town Council may, upon application, waive payment of a fee for a food establishment license by an applicant for a temporary license who intends to serve food for a period not in excess of three (3) days at a festival or other event sponsored by the Town or a non-profit organization with which such applicant intends to share profits derived from its sales at such festival or event.

Sec. 12-7. Temporary Licenses.

The Director of Health may upon application issue a temporary food establishment license to a qualified food establishment for a period not to exceed two weeks.

Sec. 12-8. Promulgation of Regulations.

The Director of Health may supplement this Chapter with such regulations as may, in his judgment, be required for the protection and preservation of the public health, provided the same shall not be inconsistent with any provision of State laws or with the provisions of this Chapter.

Sec. 12-9. Plan Review.

In addition to other provisions of the Statutes or Ordinances of the town, no person shall construct or remodel any food establishment or substantially change or alter any food preparation equipment in any food establishment without first obtaining the approval of the Director of Health. Two (2) copies of the proposed plan shall be submitted to the Director of Health in accordance with technical requirements he may establish. The Director of Health shall approve the plans if he determines that they conform to State and local laws and regulations.

ARTICLE 3. CLASSIFICATIONS.

Sec. 12-10. Classifications of Food Establishment Operation Licenses.

- (a) Food Service Operation License.
 - 1. Grocery License.

Town of East Hartford

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Sec. 12-10. Classifications of Food Establishment Operation Licenses. **CHAPTER 12. Food and Food Establishments**

Sec. 12-10. Classifications of Food Establishment Operation Licenses.

(a) Reference is made to 19-13-B40 of the Public Health Code of the State of Connecticut.

2. Grocery with Food Preparation License.

(a) Reference is made to 19-13-B40 and 19-13-B42 of the Public Health Code of the State of Connecticut.

3. Food Preparation for Service to the Public.

(a) Reference is made to 19-13-B42 of the Public Health Code of the State of Connecticut.

(b) Catering License.

Reference is made to 19-13-B49 of the Public Health Code of the State of Connecticut.

(c) Itinerant Vending License.

Reference is made to 19-13-B48 of the Public Health Code of the State of Connecticut.

Voted: August 16, 1994
Published: August 26, 1994
Effective: September 16, 1994

CHAPTER 8 BUSINESSES

ARTICLE 1. MERCHANTS

Sec. 8-1. Bootblack License.

No person shall engage in the business of boot or shoe black in any of the streets, alleys, or public places in the town without first having obtained a license to do so from the Chief of Police. The license shall be issued without fee and at the discretion of the Chief, and shall be revocable at his pleasure. All applications for such license, if by a minor, shall be made in his behalf by his parent, or guardian.

ARTICLE 2. JUNK DEALERS

Sec. 8-2. Definitions.

a) As used in this Article:

- (1) Fence means and includes any place for the purchase, reception or keeping of stolen goods.
- (2) Junk means and includes among other things, old rope, iron, chain, brass, copper, tin, lead, such paper, bags, woolens, clips, bagging, rubber, glass, and empty bottles of different sizes, and all other things composed of or consisting of any combination of materials or articles in this Section mentioned.
- (3) Junk Dealer means and includes every person who shall buy, sell, barter or exchange, or who shall collect, receive, store or hold in possession for sale, barter or exchange, any of the articles or things in or by this Section denominated or classified as junk, whether at wholesale or retail.
- (4) Junk Store means and includes any store, shop, warehouse or building where junk is bought, sold, bartered or exchanged, or where junk is collected, received, stored or held in possession for resale, barter or exchange, either at wholesale or retail.
- (5) Junk Wagon means and includes every wagon, automobile, car or other vehicle used by a junk dealer in the collection, disposition or transportation of junk from one place to another.
- (6) Junk Yard means and includes any yard, place or enclosure other than a junk store, as herein defined, where junk is bought, sold, bartered or exchanged, either at retail or wholesale, or where junk is collected, received, stored or held for resale, barter or exchange, either at wholesale or retail.
- (7) Junk Dealer means and includes every person who shall buy, sell, barter, or exchange, or who shall collect, receive, barter or hold in possession for sale, barter or exchange any of the articles or things in or by this Section denominated or classified as junk, where the amounts of weights thereof in separate transactions shall

Town Of East Hartford

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Sec. 8-3. License Required. **CHAPTER 8. Businesses**

Sec. 8-6. Revocation or Denial of License; Conducting a "Fence".

consist of small quantities, and one who purchases from junk peddlers.

Sec. 8-3. License Required.

- (a) No person shall operate or maintain a junk business or junk yard without first having obtained a license therefore from the Department of Inspections and Permits.
- (b) A separate license shall be required for each separate junk store or junk yard located on separate premises. When a junk store and a junk yard are located upon the same contiguous or adjoining premises, such business shall be considered as one business and only one license shall be required.

Sec. 8-4. License Application; Fee.

- (a) An application for a license under this Article shall be filed with the Department of Inspections and Permits and shall contain such information as the Chief of Police may require.
- (b) The annual fee for a license issued under this Article shall be as set by the Council in the Schedule of Fees. (See Fee Schedule)

Sec. 8-5. Operating as Pawnbroker; Prohibited; Inspections.

- (a) No junk dealer shall receive any article or thing by way of pledge or pawn, nor shall such dealer loan or advance any sum of money on the security of any article or thing.
- (b) No junk dealer, during the period in which he possesses a valid junk dealer's license or junk yard license, shall receive or hold any license to carry on the business of pawnbroker.
- (c) The places of business and all junk of every junk dealer licensed under this Article shall at all reasonable times, be subject to inspection by the Chief of Police and the Department of Inspections and Permits.

Sec. 8-6. Revocation or Denial of License; Conducting a "Fence".

- (a) The license of any person who shall have been licensed as a junk dealer, and who shall have been convicted of keeping, maintaining or conducting a "fence", shall, upon such conviction, be revoked by the Director of Inspections and Permits as provided in this Code. No person, who shall have been convicted of keeping, maintaining, or conducting a "fence" shall be granted a license as a junk dealer during the period of one (1) year after such conviction.
- (b) No corporation which shall have been convicted of keeping, maintaining or conducting a "fence" shall be granted a license as a junk dealer during the period of one (1) year after such conviction.
- (c) No corporation, any one of whose officers, stockholders or employees has been convicted of keeping, maintaining or conducting a "fence", shall be granted a license as a junk dealer during the period of one (1) year after such conviction, unless such corporation shall produce satisfactory evidence to the Director of Inspections and Permits that such officer, stockholder or employee has disposed of this entire interest in such corporation and has completely severed his connection with such application.
- (d) Every person applying for a license as a junk dealer shall state in his

Town Of East Hartford

Code of Ordinances

Sec. 8-7. Purchases from Minors.

CHAPTER 8. Businesses

Sec. 8-10. Maintenance and Operation.

application that he has not kept, maintained or conducted a "fence" and that he has not been convicted of keeping, maintaining or conducting a "fence" within one (1) year prior to the date of such application.

(e) Every corporation making an application for a license as a junk dealer, shall state in its written application that it has not, nor have any of its officers, stockholders or employees, kept, maintained or conducted a "fence" during the period of one (1) year prior to the date of such application.

Sec. 8-7. Purchases from Minors.

No junk dealer shall purchase any article whatsoever from any minor under the age of sixteen (16) years without the written consent of his parents or guardian.

Sec. 8-8. Hours of Operation.

No junk dealer shall receive in the conduct of his or its business, any goods, article or thing whatsoever from any person at any time on Sunday, or on any other day of the week, between the hours of 7:00 p.m. and 7:00 a.m.

Sec. 8-9. Articles not to be Immediately Sold.

No junk dealer shall expose for sale, nor sell or dispose of any goods, article, junk or thing whatsoever within two (2) days of the time of collecting, receiving, or purchasing the same, or until the same shall have been in the premises wherein the same are offered, exposed or sold, for at least two (2) days.

Sec. 8-10. Maintenance and Operation.

(a) The premises shall at all times be maintained so as not to constitute a nuisance or menace to the health of the community or of residents nearby, or a place of the breeding of rodent and vermin.

(b) No garbage or other organic waste and no paper, rubbish, rags or other flammable articles or materials shall be stored in such premises.

(c) Whenever any motor vehicle shall be received in such premises as junk, all gasoline and oil shall be drained into containers and removed therefrom, and none shall be permitted to remain upon the premises.

(d) The manner of storage, arrangement of junk and the drainage facilities of the premises shall be such as to prevent the accumulation of stagnant water upon the premises, and to facilitate access for fire-fighting purposes.

(e) All outdoor storage facilities shall be enclosed in a substantial, solid, nontransparent fence, not less than eight (8) feet or more than ten (10) feet high. Such

enclosure shall at all times be painted and kept in good order.

(f) No materials or wastes shall be deposited or kept on any premises in such form or manner that they may be transferred off such premises by natural causes or forces.

(g) No material or merchandise of any sort shall be stored in front of the enclosure provided for in Subsection (3) hereof.

(h) No person shall burn in any junk yard refuse or junk, including rubber tires, batteries and rubber from wires or any type of junk or old used automobiles which may cause fumes or odors injurious to the health and welfare of adjoining residents.

ARTICLE 3. TAG SALES

Sec. 8-11. Definition.

As used in this Article, Tag Sale shall mean any sale which is held out to be or is commonly known as a garage, porch, room, backyard or tag sale or any other type of general sale conducted from, or on any other premises not located in a zoning district which permits such sales, where goods or articles of any type are held out for sale to the public, but shall not include a situation where specific items are held out for sale and all advertisement of such sale specifically names the items to be sold.

Sec. 8-12. Restriction on Frequency of Sales.

No person shall conduct a tag sale for the sale of personal property items more than two (2) times during any twelve (12) month period on the same premises.

Sec. 8-13. Conditions of Sale.

a) Tag Sales shall be subject to the following conditions:

- (1) The sale shall involve only personal property items owned by the person or members of his household conducting the sale;
 - (2) No sale item shall be located and no sales activities shall be conducted on any public sidewalk, parkway, area, or other public property;
 - (3) All signs advertising such sale shall be located in the front yard area of the premises, and no such sale signs, handbills or other advertising matter shall be located or posted in or upon any public street, building or public property, except that one sign may be posted at the nearest street intersection. All signs advertising the sale shall be removed within twenty-four (24) hours after expiration of the time limit for such sale;
 - (4) The sale shall be limited to a consecutive period of not more than three (3) days and shall be conducted only during the hours of 9:00 a.m. and 9:00 p.m.;
 - (5) The sale shall be conducted in accordance with all other laws of the Town; and
 - (6) The sale shall be conducted without the use of outdoor loud speakers or any other similar amplification equipment.
- b) Any variation of the provisions of Article 4 as it applies to tag sales will be subject to approval by the Police Chief.

ARTICLE 4. SALESMEN.

Sec. 8-14. Definitions.

a) As used in this Article:

(1) Canvasser or Solicitor shall mean any individual whether a resident of the town or not, taking or attempting to take order from anyone on the premises of a house, apartment, trailer or other place of residence for sale of goods, wares, merchandise, including articles of food, or personal property of any nature whatsoever for future delivery, or for services to be performed in the future, whether or not such individual shall carry or expose for sale a sample of the subject of such sale, or whether he is collecting advance payments on such sales or not.

(1) Food Truck A motor vehicle, cart or trailer, that is designed to be readily moveable and from which food is prepared, sold or served. The term includes, but is not limited to, a commercially manufactured vehicle, cart or trailer.

(2) Hawker or Peddler shall mean any person, whether principal or agent, who goes from town to town or from place to place in the same town selling or bartering, or carrying for sale or barter or exposing therefore, any goods, wares, merchandise, including articles of food, either on foot or from any animal or vehicle. A peddler shall also include the operator of Food Truck.

(3) Itinerant Vendor shall mean any person, whether a principal or agent, who engages in a temporary or transient business in this state, either in one locality or in traveling from place to place, selling goods, wares, merchandise or conducting any closeout sale and who for the purpose of carrying out such business or sale, hires, leases or occupies any building or structure for the exhibition and sale of such goods, wares and merchandise, temporary or transient business meaning and including any exhibition and sale of goods, ware or merchandise which is carried on in any tent, booth, building or other structure, unless such place is open for business during usual business hours at least nine (9) months in each year.

(4) Salesman shall mean any person who shall sell or expose for sale, or solicit orders for any articles of food or any goods, wares, merchandise, materials or services, or solicit for any contracts within the town to or from anyone on the premises of a house, apartment, trailer or other place of residence, and shall include canvassers, solicitors, hawkers, peddlers and itinerant vendors.

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Sec. 8-15. Credentials Required.

No peddler, hawker, solicitor, canvasser, or salesman, except as provided in Section 8-28, shall engage in such business within the Town limits without first obtaining identifying credentials therefore in compliance with this Chapter.

Sec. 8-16. Application for Credentials.

a) Applicants for credentials under this Article must file with the Chief of Police a sworn application in writing, in duplicate, on a form to be furnished by the Chief of Police, which shall give the following information:

- (1) Name and Description of the applicant.
- (2) Permanent home address and full local address of the applicant.
- (3) A detailed description of the nature of the business and the goods to be sold.
- (4) If employed, the name and address of the employer.

Town Of East Hartford

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Sec. 8-17. Application Fee.

CHAPTER 8. Businesses

Sec. 8-18. Investigation of Applicant.

- (5) The length of time for which the applicant wishes to engage in the business.
- (6) The place where the property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced.
- (7) Where such goods or products are located at the time such application is filed, and the proposed method of delivery.
- (8) Make, model or registration number of motor vehicle, if any, to be used.
- (9) Whether, when, where and on what charges he has ever been arrested, together with the disposition of such charges.
- (10) Whether, when, where, in what court, and by whom, he or any present or former employer, principal or contract associate, has ever been sued in a civil action alleging fraud or misrepresentation in connection with, or as a result of the registrant's activities in soliciting for any contract or in selling, exposing or offering for sale or soliciting orders for any articles of food or any goods, wares, merchandise, materials or services.
- (11) If a peddler, the exact location the vehicle, carton or box will be located; except no peddler shall locate in a residential zone unless the applicant located; except no peddler shall locate in a residential zone unless the applicant does not intend to remain stationary for the purpose of soliciting business. Effective: 10/19/83

Sec. 8-17. Application Fee.

(a) At the time of filing the original application, a fee shall be charged and collected by the Chief of Police as set by the Council in the Schedule of Fees. At the time of filing a renewal application, a fee shall be charged and collected by the Chief of Police as set by the Council in the Schedule of Fees.

(b) The fee shall be waived for charitable, political, religious and government organizations and their representatives, including public service organizations engaged in soliciting for charitable projects.

Sec. 8-18. Investigation of Applicant.

(a) Upon receipt of the application, the Chief of Police shall cause to be undertaken and completed within a period of two (2) weeks such investigation of the applicant's business and moral character, and of the statements made in the application, as well as, in the case of peddlers as described in Sec. 8-16(11), the proposed location, which for stationary peddlers, shall not be in a residential zone, as he deems necessary for the public good. If, as a result of such investigation, the applicant's character or business responsibility is found to be unsatisfactory, the Chief of Police shall endorse his disapproval on the application and the reasons for the same, and notify the applicant thereof. In the case of a peddler, as described in Sec. 8-16(11), if it is determined that the location will result in a traffic hazard, or in the case of a stationary peddler, is in a residential zone, then as Chief Traffic Officer, the Chief of Police shall endorse his disapproval on the application, specifying the exact nature of the traffic hazard or that it is in a residential zone, and notify the applicant thereof. Effective: 10/19/83

(b) If for any reasons, the Chief of Police should fail to carry out and complete such investigation within a two (2) week period, the applicant may demand and be issued temporary credentials, which credentials may be revoked or made permanent depending on the results of the investigation.

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Sec. 8-19. Issuance of
Credentials.

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Sec. 8-23. Revocation of
Credentials.

Sec. 8-19. Issuance of Credentials.

(a) If, as a result of such investigation, the character, business responsibility, and in the case of a peddler described in Section 8-16(11), the proposed application of the applicant, are found to be satisfactory, the Chief of Police shall endorse his approval on the application and deliver to the applicant credentials which shall show the name and address of the licensee, the kind of goods to be sold thereunder, the manner of sale, the date of issuance, and in the case of a peddler as described in Section 8-16(11), the location, and the length of time the credentials shall be operative.

(b) Before the credentials are delivered to the applicant, the applicant shall be photographed by the Chief of Police. Such photograph shall be permanently affixed to the credentials.

Sec. 8-20. Credentials Fee.

- a) The fee for issuance of credentials charged by the Chief of Police shall be as set by the Council in the Schedule of Fees.
- b) The fee shall be waived for charitable, political, religious and government organizations and their representatives, including public service organizations engaged in soliciting for charitable projects.

Sec. 8-21. Expiration of Credentials.

- a) Except as provided in Section 8-28, no person whose credentials have expired shall engage in any of the activities names in Section 8-15 until he shall have again registered with the Chief of Police, obtained new credentials and paid the same fee as in the case of original credentials.

Sec. 8-22. Presentation of Credentials.

It shall be the duty of any police officer of the Town to request any person seen engaging in any of the activities prescribed in Section 8-15, and who is not known by such officer to have proper credentials, to produce his credentials. Such officer shall enforce the provisions of this Article against any person found to be violating the same. Peddlers, hawkers, solicitors, canvassers and salesmen shall exhibit their credentials at the request of any citizen.

Sec. 8-23. Revocation of Credentials.

- a) Credentials issued under this Article may be revoked by the Chief of Police after notice and hearing, for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for credentials.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on his business as peddlers, hawker, solicitor, canvasser or salesman.
 - (3) Any violation of this Article.
 - (4) Conviction of any crime or misdemeanor involving moral turpitude.

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Sec. 8-24. Conduct of Business.

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Sec. 8-24. Conduct of Business.

- b) Notice of hearing for revocation of credentials shall be given in writing setting forth specifically the grounds of complaint. Such notice shall be mailed by certified mail to the last known address of the holder at least five (5) days prior to the date set for hearing.

Sec. 8-24. Conduct of Business.

- a) Each person to whom credentials have been issued shall, while engaged in the Town in the activities for which he has credentials:

- (1) Conduct himself at all times in a quiet, orderly and lawful manner.
- (2) Enter within any home only upon being expressly invited to do so by an occupant thereof.
- (3) Leave any premises immediately upon the request of any occupant of the same.

(4) Deliver as agreed or represented, and within a reasonable time, all food, goods, wares, merchandise and materials and perform in like manner all services for which he has been paid in whole or in part, except as provided in Subsection 5.

(5) Refund promptly any payment made to him if he shall find that it is not reasonably possible for him to comply with Subsection (a) (4), unless the refund shall be refused by the other party.

(6) Give a written and signed receipt for all payments in excess of Two (\$2.00) Dollars received by him, stating the amount of the payment, a description of the food, goods, wares, merchandise, materials and/or services or contracts in connection with which said payment was made, the total of all charges made or to be made in connection with the same and when and in what amounts any additional payments are to be made.

(7) Give to the other party a copy, signed by the holder of the credentials, of any order, contract or other document which the party has signed. Compliance with this Subsection shall constitute compliance with Subsection (a) (6) to the extent that the requirements of Subsection (a) (6) are met by the document.

(8) ~~Shall~~ solicit, sell, hawk, canvass, or peddle only during the hours of ~~10:00-10:00~~ A.M. to one-half hour before sunset. ~~9:00 P.M.~~

(9) Solicit, sell, hawk, canvass or peddle on Town Property only pursuant to Section 8-28 below or with the approval of the Chief of Police.

(10) Solicit, sell, hawk, canvass or peddle only for a length of time approved by the Chief of Police, but in no event for a length of time in excess of months out of twelve months each year.

- b) Food Trucks shall also be subject to the following provisions:

(1) Food Trucks shall only be parked: (i) on those streets shown on a map provided to the applicant at the time of application for Peddler's credentials. Such streets may be changed from time to time by the Chief of Police, in consultation with the Mayor; (ii) on those streets approved by the Town Council pursuant to the Amusement permit process set out in Chapter 5 of these Ordinances; or at those locations and events described in Section 8-24 (b) (8) hereof.

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Sec. 8-24. Conduct of Business.

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Sec. 8-24. Conduct of Business.

(2) Food Trucks may only park in designated spaces on the streets described in (b) (1) and (2) above, and at those events and locations set forth in Section 8-24 (b) (8) hereof. No Food Truck will be permitted to reserve or hold a parking location or spot, in any manner. Food Trucks shall be parked in compliance with, and subject to the terms of, Chapter 21 of these Ordinances.

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(3) No Food Trucks shall be permitted within five hundred feet of a restaurant.

(4) All Food Trucks shall be equipped with their own waste receptacles for use of its customers, and shall be emptied when full and the receptacles removed at the end of the business day. Any waste left on the ground or in the area around the vehicle must be removed prior to vacating the parking space. Under no circumstances shall any waste associated with the vehicle be disposed of in a public waste receptacle.

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(5) All Food Trucks must be equipped with their own supply of power and water and may not place any hoses or powerlines within the right of way or Town roadways.

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(6) The following are not allowed:

(a) The placement of any tables, chairs, fire pits or portable heaters outside of the Food Truck.

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(b) The use of loudspeakers, speakers, amplifiers or other means for projecting voice or sounds. Music, amplified or acoustic, is not allowed.

(c) The use of temporary signs, including portable signs or banners mounted on the Food Truck.

(d) Lighting shall be limited to that which is necessary to illuminate the Food Truck for the safety of staff and customers. Flashing or blinking lights are prohibited.

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(e) Operating or serving customers from side of the Food Truck facing a town road or other right of way that carries motor vehicle traffic.

(7) Applications for Peddler's credentials to operate a Food Truck must be received by March 1 of each year. At the discretion of the Chief of Police, this deadline may be extended. Credentials shall be effective from April 15 – October 1 of each year. At the discretion of the Chief of Police, Credentials may effective for different period of times to allow for Credentials to be issued in connection with those activities set forth in Section 8-24 (b) (8) below. Food trucks will be allowed to operate Sunday through Saturday of each week, from 9 am to 6:00 p.m., unless otherwise allowed in the discretion of the Chief of Police with respect to those activities set forth in Section 8-24 (b) (8) hereof. Notwithstanding the receipt of Credentials, Food trucks will be subject to:

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(a) Posted no parking signs.

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(b) emergency and snow regulations

(c) no parking restrictions on days designated on their credentials.

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(8) The Chief of Police, in his discretion, may issue credentials to operate Food Trucks: (i) at events held at Town owned property provided the Food truck is operating as a caterer for an event held at that property, is not serving the general public, and is not parked on a Town roadway; and (ii) in Town parks provided the Food Truck is associated with a Town sponsored event, or an organization utilizing Town fields or facilities pursuant to a permit issued by the Parks Department.

(9) The Chief of Police shall be empowered to adopt regulations establishing any procedures necessary to allocate parking spaces, as necessary, and to administer the provisions of this section.

(8)

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Sec. 8-25. Posted Premises.

No peddler, hawker, canvasser, solicitor or salesman shall enter onto any premises or otherwise disturb the inhabitants of such premises if a sign stating "No Peddlers", "No Soliciting" or a similar type of sign is conspicuously placed on the premises.

Sec. 8-26. Peddler Plying Trade.

No person licensed as a peddler who shall utilize a vehicle, carton or box for the display of his product, shall cause such vehicle, carton or box to be located within five hundred (500) feet of any store, shop or mercantile establishment located in the Town, which store, shop or mercantile establishment shall have as part of its stock, goods, wares, merchandise, provisions or articles of food similar in nature to the products sold by said peddler.

Effective: 11/18/81

Sec. 8-27. Police Records.

The Chief of Police shall keep records of all credentials issued under the provisions of this Article in a book or file kept for that purpose. The records shall contain, as to each holder of credentials, all application forms signed by him with a notation on each as to whether credentials were-issued or refused as a result of its being filed, the date of issuance or refusal, the reason for refusal, or the fee paid as the case may be, a summary of each complaint concerning the activities of the holder, and the date of any revocation of credentials granted pursuant to any application filed by him, together with a statement of the reasons therefore. The Chief of Police shall keep a detailed account of all receipts from applicants and shall turn such fees over to the Town Treasurer monthly.

Sec. 8-28. Exemptions.

a) The provisions of this Article shall not apply to:

(1) Persons selling only to stores, institutions, business, industrial, commercial establishment, and municipal agencies.

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Sec. 8-29. Definitions.

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Sec. 8-29. Definitions.

(2) Persons canvassing, soliciting or selling exclusively by telephone

(3) Persons delivering food, groceries, fuel oil, milk, newspapers and other goods or supplies which have been ordered or contracted for.

(4) Persons exempted by the Statutes and laws of the state, or persons in possession of valid licenses issued by the state covering the activities which would otherwise be regulated by this Article.

(5) Charitable, political, religious, governmental organizations and their representatives, including public service organizations engaged in soliciting for charitable projects, provided the organization itself makes application through its duly authorized representative for credentials for the organization as a whole.

(6) Persons selling arts and crafts at functions sponsored by a non-profit corporation, provided that the authorized representative of the non-profit corporation provides a list of those selling arts and crafts at the event.

Effective: 3/22/85

(7) Itinerant vendors, hawkers-peddlers, canvassers, solicitors and sales persons conducting business under the direction and control of a managing itinerant vendor licensed by the State under Connecticut General Statutes Section 21-28, as amended from time to time, at a facility used primarily for trade shows, exhibitions or conventions for at least nine months of the year.

Effective: 10-6-95

(8) Hawkers, peddlers and itinerant vendors doing business at functions sponsored wholly or in part by the Town, provided that prior to the function a duly authorized representative of the sponsoring Town department or commission has furnished the Chief of Police with the name and address of all such salesmen to be conducting business at the function, and provided the sponsoring Town department or commission makes the final determination on the location of such hawkers, peddlers, and itinerant vendors at such functions

ARTICLE 5. MESSAGE PARLORS

Sec. 8-29. Definitions.

a) For the purpose of this Article:

(1) Employee shall mean any and all persons, other than the masseurs or masseuses, who render any service to the permittee and who have no physical contact with customers and clients.

(2) Massage shall mean any method of pressure on, or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electrical apparatus or appliance with or without any such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments, or other similar preparations commonly used in this practice.

(3) Massage Establishment shall mean any establishment having a fixed business where any person, firm association or corporation engages in or carried on, or permits to be engaged in or carried on, any of the activities mentioned under "Massage", and shall also include any business advertised or listed under the heading "Massage", and shall also include any massage business operated on a house call or out call basis. Effective 2/1/84

(4) Masseur and Masseuse shall mean any person who, for any consideration whatsoever, engages in the practice of massage as herein defined.

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Sec. 8-30. Exceptions or Exemptions.

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Sec. 8-33. Permit Application; Contents.

(5) Recognized School shall mean any school or institution of learning which has for its purpose the teaching of the theory, method, profession or work of massage, which school requires a resident course of study of not less than seventy (70) hours to be given in not more than three (3) calendar months before the student shall be furnished with a diploma or certificate of graduation from such school or institution of learning following the successful completion of such course of study or learning.

Sec. 8-30. Exceptions or Exemptions.

This Article shall not apply to (a) schools, hospitals, nursing homes, sanitariums, or (b) persons holding an unrevoked certificate or license to practice the healing arts under the laws of the State of Connecticut, including a licensed massage therapist pursuant to Chapter 384a of the Connecticut General Statutes, or to persons working under the direction of any such licensed or certified person, or in any such establishment of such licensed or certified person.

Effective 12/18/96

Sec. 8-31. Promulgation of Rules and Regulations.

The Chief of Police or his designate, or the Director of Public Health may, after a public hearing, make and enforce reasonable rules and regulations not in conflict with, but to carry out, the intent of this Article.

Sec. 8-32. Permit Required.

No person shall engage in, conduct, or carry on or permit to be engaged in, conducted, or carried on, in or upon any premises in the Town, the operation of a massage establishment without first having obtained a permit from the Chief of Police or his designate, after approval by the Director of Health.

Sec. 8-33. Permit Application; Contents.

(a) The application for a permit to operate a massage establishment shall set forth the exact nature of the massage to be administered, proposed place of business and facilities therein, and the name and address of each applicant.

(b) In addition to the foregoing, any applicant for a permit shall furnish the following information:

- (1) Written proof that the applicant is at least eighteen (18) years of age.
- (2) Two portrait photographs of at least two (2) inches by two (2) inches and fingerprints.
- (3) Business, occupation or employment of the applicant for the three (3) years immediately preceding the date of the application.
- (4) Message or similar business license history of the applicant, whether such person has previously operated in this or another municipality or state under license, has had such license revoked or suspended, the reason therefore, and the business activity or occupation subsequent to such action of suspension or revocation.
- (5) Any criminal convictions, except minor traffic violations, within the last ten (10) years.

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Sec. 8-34. Filing of Application; Fee.

CHAPTER 8. Businesses

Sec. 8-37. Revocation or Suspension of Permit.

Sec. 8-34. Filing of Application; Fee.

(a) Each applicant for a permit to maintain, operate or conduct a massage establishment shall file an application with the Chief of Police or his designate and pay a permit fee as set by the Council in the Schedule of Fees.

(b) In the event that the massage establishment permit is disapproved, one half (1/2) of the permit fee shall be retained by the Town for expenses incurred in the investigation of the application.

(c) The permit shall be renewed annually upon payment of a fee as set by the Council in the Schedule of Fees.

Sec. 8-35. Notice of Hearing

When the application is filed for a massage establishment permit, the Chief of Police shall fix the time and place for a hearing where the applicant may present evidence upon the question of his application. Not less than ten (10) days before the date of such hearing, the Chief of Police shall cause to be posted a notice of such hearing in a conspicuous place on the property in which or on which the proposed massage establishment is to be operated. The applicant shall maintain the notices posted for the required number of days.

Sec. 8-36. Issuance of Business Permit; Requirements.

- (a) The Chief of Police or his designate may issue a permit within thirty (30) days following a hearing if all requirements for a massage establishment described in this Article are met and may issue a permit to all persons who apply to perform massage services unless he finds:
1. The operation as proposed by the applicant, if permitted, would not have complied with all the applicable laws, including, but not limited to, the building, health, Town planning, housing, zoning and fire codes of the Town
 2. That the applicant and any other person who will be directly engaged in the management and operation of a massage establishment has been convicted of:
 - a. A felony;
 - b. An offense involving sexual misconduct with minors; or
 - c. Obscenity, keeping or residing in a house of ill fame solicitation of a lewd or unlawful act, prostitution or pandering.
- (b) Each such establishment shall conform to all rules and regulations contained herein and the State Sanitary Code as well as to such terms and conditions as the State Commissioner of Public Health and/or the local Director of Health, finds necessary and proper.
- (c) The issuance of a massage establishment permit shall be conditioned upon the right of the Chief of Police and the Director of Health to inspect the premises during business hours.

Sec. 8-37. Revocation or Suspension of Permit.

- (a) Any permit issued for a massage establishment may be revoked or suspended by the

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Sec. 8-38. Transfer of Permit. **CHAPTER 8. Businesses**

Sec. 8-40. Masseur Permit
Application; Contents;
Certificate of Health.

Chief of Police or his designate, after a hearing:

- i. If it is found that the provisions of this Article are violated;
 - ii. Where the permittee or any employee of the permittee, including a masseur or masseuse, has been convicted of any offense found in Section 8-42, and the permittee has actual or constructive knowledge of the violation or conviction; or
 - iii. Where the permittee or licensee refuses to permit any duly authorized police officer or health inspector of the town to inspect the premises or the operation therein.
- (b) The Chief of Police or his designate, before revoking or suspending any permit, shall give the permittee at least ten (10) days written notice of the charges against him and the opportunity for a hearing, at which time the permittee may present evidence bearing upon the questions. In such cases, the charges shall be specific and in writing.

Sec. 8-38. Transfer of Permit.

No permit shall be transferable except with the written consent of the Chief of Police or his designate and the approval of the Department of Public Health, provided, that upon the death or incapacity of the permittee, the massage establishment may continue in business for a reasonable period of time to allow for an orderly transfer of permit.

Sec. 8-39. Masseur or Masseuse Permit Required.

No person, including an applicant for a massage establishment permit, shall engage in the practice of massage without first having obtained a masseur or masseuse permit from the Chief of Police or his designate upon a form provided by the Chief of Police. The applicant shall pay a filing fee, which shall not be refundable, as set by the Council in the Schedule of Fees.

Sec. 8-40. Masseur Permit Application; Contents; Certificate of Health.

- a) The application for a masseur or masseuse permit shall contain the following:
- (1) Name and resident's address.
 - (2) Social Security Number.
 - (3) Applicant's weight, height, color of hair and eyes, and fingerprints.
 - (4) Written evidence that the applicant is at least eighteen (18) years of age.
 - (5) Business, occupation, or employment of the applicant for three (3) years immediately preceding date of application.
 - (6) Whether such person has ever been convicted of any crime within the last ten (10) years except minor traffic violations. If any person mentioned in this Subsection has been so convicted, statement must be made giving the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction.
 - (7) Name and address of the recognized school attended, the date attended, and a copy of the diploma or certificate of graduation awarded the applicant, showing the applicant has successfully

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Sec. 8-41. Applicability to Masseurs Without Educational Requirements.

CHAPTER 8. Businesses

Sec. 8-44. Requirements of Facilities.

completed not less than seventy (70) hours of instruction.

- b) Any masseur or masseuse so employed is required to present a certificate from a physician licensed to practice in the State of Connecticut stating that the applicant has been examined and found to be free of any contagious or communicable disease and showing that the examination was conducted within thirty (30) days prior to the submission of the application.

Sec. 8-41. Applicability to Masseurs Without Educational Requirements.

(a) Applicants for a masseur or masseuse permit may substitute one year's continuous experience as a masseur or masseuse in lieu of a requirement of a diploma or certificate of graduation from a recognized school or other institution of learning wherein the method and work of massage is taught. Such masseur or masseuse must obtain an affidavit attesting to such experience from the owner of the establishment where the continuous year of experience occurred. If, after diligent effort, the masseur or masseuse is unable to obtain an affidavit from the owner, such masseur or masseuse may submit an affidavit from a person who has first hand knowledge of his or her continuous year of experience.

(b) Qualified instructors in the art of massage shall not be required to obtain a masseur or masseuse permit unless such instructor engages in the practice of massage.

Sec. 8-42. Issuance of Masseur Permit.

- a. The Chief of Police or his designate may issue a masseur or masseuse permit within twenty-one (21) days following application, unless he find that the applicant for the masseur or masseuse permit has been convicted of:

- (1) A felony;
- (2) An offense involving sexual misconduct with minors; or
- (3) Obscenity, keeping or residing in a house of ill fame, solicitation of a lewd or unlawful act, prostitution or pandering.

Sec. 8-43. Revocation of Masseur Permit.

(a) A masseur or masseuse permit issued by the Chief of Police or his designate shall be revoked or suspended after a hearing before the Chief of Police where it appears that the masseur or masseuse has been convicted of any offense enumerated in Section 8-42.

(b) The Chief of Police or his designate, before revoking or suspending any masseur or masseuse permit, shall give the masseur or masseuse at least ten (10) days written notice of the examination into his conviction record and the opportunity for a hearing before the Chief of Police, at which hearing, the Chief of Police or his designate shall determine the relevant facts regarding the occurrences of the conviction.

Sec. 8-44. Requirements of Facilities.

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Sec. 8-45. Operating Requirements.

CHAPTER 8. Businesses

Sec. 8-45. Operating Requirements.

- (a) No permit to conduct the massage establishment shall be issued unless an inspection by the Director of Public Health or his authorized representative reveals that the establishment complies with each of the following minimum requirements:
 - (1) Construction of rooms used for toilets, tubs, steam baths, and showers shall be waterproofed with approved waterproof materials.
 - (2) Toilet facilities shall be provided in convenient locations. When five (5) or more employees and patrons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. A single water closet per section shall be provided for each twenty (20) or more employees or patrons of that sex on the premises at any one time. Urinals may be substituted for water closets after one water closet has been provided. Toilets shall be designated as to the sex accommodated therein.
 - (3) Lavatories or wash basins provided with both hot and cold running water should be installed in either the toilet room or vestibule. Lavatories or wash basins shall be provided with soap in a dispenser and with sanitary towels.
- (b) The Director of Public Health shall certify that the proposed massage establishment complies with all the requirements of this Section and shall give or send such certification to the Chief of Police or his designate.

Sec. 8-45. Operating Requirements.

- (a) Every portion of the massage establishment, including appliances, apparatus and personnel shall be kept clean and operated in a sanitary condition.
- (b) All employees shall be clean and wear clean outer garments whose use is restricted to the massage establishment. Provisions for a separate dressing room for each sex must be available on the premises with individual lockers for each employee. Doors to such dressing rooms shall open inward and shall be self-closing.
- (c) All employees, masseurs and masseuses must be modestly attired. Diaphanous, flimsy, transparent, form-fitting or tight clothing is prohibited. Clothing must cover the employees', masseurs' or masseuses' chest at all times.
- (d) Private parts of patrons must be covered by towels, cloth or undergarments when in the presence of any employee, masseur or masseuse. Any contact with a patron's genital area is strictly prohibited.
- (e) All massage establishments shall be provided with clean, laundered sheets and towels in sufficient quantity and shall be laundered after each use thereof and stored in an approved sanitary manner.
- (f) Wet and dry heat rooms, shower compartments, and toilet rooms shall be thoroughly cleaned each day business is in operation. Bathtubs shall be thoroughly cleansed after each use.
- (g) Advertising. No massage establishment granted a permit under the provisions of this Article shall place, publish, or distribute, or cause to be placed, published or distributed, any advertising material that depicts any portion of the human body that would reasonably suggest to prospective patrons that any services are available other than those services as described in Section 8-29, or that employees, masseurs, or masseuses, are dressed in any manner other than described in Subsection (c) hereof, nor shall any massage establishment indicate in the text of such advertising

that any services are available other than those services described in Section 8-29.

- (h) Health services defined as a "massage" must be carried on in one
- (i) cubicle, room, booth or area within the massage establishment. No service massage may be carried on in any cubicle, room, booth or area except where such cubicle, room, booth or area has doors or walls so that all activity within a
- (j) cubicle, room, booth or area is visible from outside the same. No massage service or practice shall be carried on within any cubicle, room, booth, or any area within a massage establishment which is fitted with a door capable of being locked.
- (k) A massage establishment shall not carry on, or engage in or conduct business on Sunday and on any other day, shall not carry on, engage in or conduct business before 8:00 A.M. or after 11:00 P.M.
- (l) No alcoholic beverage or other intoxicants shall be displayed, served, ingested or sold on the premises of the massage establishment.
- (m) A full schedule of service rates shall be posted in a prominent place within the massage establishment in such a manner as to come to the attention of all patrons. No charges other than the specified rates for specified services are to be allowed without the patron being notified of the full cost prior to the rendering of any service.

Sec. 8-46. Register of Patrons.

(a) Every person who engages in or conducts a massage establishment shall keep a daily register, approved as to form by the Chief of Police or his designate, of all patrons with names, addresses and hours of arrival and, if applicable, the rooms or cubicles assigned. The daily register shall at all times during business hours be subject to inspection by Health Department officials and by the Police Department and shall be kept on file for one year.

(b) No person shall give, sign or use any false name or address in the daily register required to be kept by the massage establishment.

Sec. 8-47. Inspections.

The Police Department and the Department of Public Health shall at least twice a year, make an inspection of each massage establishment in the Town for the purposes of determining that the provisions of this Article are complied with. Such inspections shall be made at a reasonable time and in a reasonable manner. No permittee shall fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

Sec. 8-48. Penalties.

Every person, except persons who are specifically exempt by this Article, whether acting as individuals, owner, employee of the owner, operator or employee of operator, or acting as a participant or worker in any way, who gives massages or conducts a massage establishment without first obtaining a permit and paying a license fee to the Town or who violates any of the provisions of this Article, shall be guilty of a misdemeanor. Upon conviction, such person shall be punished by a

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fine not to exceed One Hundred (\$100.00) Dollars, or by imprisonment for a period not to exceed thirty (30) days, or by both such fine and imprisonment.

Sec. 8-49. Opposite Sex Massage Prohibited Outcall Message.

- (a) No person holding a permit under this Article shall treat a person of the opposite sex, except upon the signed order of a licensed physician, osteopath, chiropractor, or registered physical therapist, which order shall be dated and shall specifically state the number of treatments, not to exceed ten (10). The date and hour of each treatment given and the name of the operator shall be entered on such order by the establishment where such treatments are given and shall be subject to inspection by the police. The requirements of this Subsection shall not apply to treatments given in the residence of a patient, the office of a licensed physician, osteopath or registered physical therapist, chiropractor, or in a regularly established and licensed hospital or sanitarium.
- (b) No permittee shall administer massage on an outcall basis. Such person shall administer massage solely within an establishment licensed to carry on such business under this Article. Any violation of these provisions shall be deemed grounds for revocation of the permit granted hereunder. The restriction on outcall message shall not apply to a permittee who performs outcall massage as defined herein upon a customer or client who, because of reasons of physical defects or incapacities or due to illness is physically unable to travel to the massage establishment. If any outcall message is performed under this exception, a record of the date and hour of each treatment, and the name and address of the customer or client, and the name of the employee administering such treatment and the type of treatment administered, as well as the nature of the physical defect, incapacity or illness of said client or customer shall be kept by the licensee or person or employee designated by the licensee. Such records shall be open to inspection by officials charged with the enforcement of public health laws. The information furnished or secured as a result of any such inspection shall be confidential. Any unauthorized disclosure or use of such information by an employee or the business or the Town shall be unlawful.
- (c) No person owning, operating or managing a massage parlor shall knowingly cause, allow or permit in or about such massage parlor, any agent, employee, or any other person under his control or supervision to perform such acts prohibited in Subsections (a) and/or (b) of this Section.

Sections 8-50 through 8-59, DAY CARE NURSERIES, were repealed on 05/24/91.

ARTICLE 7. SEXUALLY ORIENTED BUSINESSES

Section 8-60. Purpose and Intent.

- (a) It is the purpose of sections 8-60 through 8-79, inclusive, to regulate sexually oriented businesses in order to promote the health, safety, and general welfare of the citizens of the Town of East Hartford, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of sexually oriented businesses within the town. The provisions of sections 8-60 through 8-79, inclusive, have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of sections 8-60 through 8-79, inclusive, to restrict or deny

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access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of sections 8-60 through 8-79, inclusive, to condone or legitimize the distribution of obscene material.

- (b) Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the Town Council, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z. J. Gifts D-4, LLC*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); and *Charette v. Town of Oyster Bay*, 2 Fed.Appx. 112 (2d Cir. 2001); *Beal v. Stern*, 184 F.3d 117 (2d Cir. 1999); *Buzzetti v. City of New York*, 140 F.3d 134 (2d Cir. 1998); *Marty's Adult World v. Town of Enfield*, 20 F.3d 512 (2d Cir. 1994); *Hickerson v. City of New York*, 146 F.3d 99 (2d Cir. 1998); *Casanova Entertainment Group, Inc. v. City of New Rochelle*, 165 Fed.Appx. 72 (2d Cir. 2006); *United States v. Kinzler*, 55 F.3d 70 (2d Cir. 1995); *Gold Diggers, LLC v. Town of Berlin*, 469 F.Supp. 2d 43 (D. Conn. 2007); *Centerfolds, Inc. v. Town of Berlin*, 352 F.Supp. 2d 183 (D. Conn. 2004); *Derusso v. City of Albany*, 205 F.Supp. 2d 16 (N.D.N.Y. 2002); *Gammoh v. City of La Habra*, 395 F.3d 1114 (9th Cir. 2005); *World Wide Video of Washington, Inc. v. City of Spokane*, 368 F.3d 1186 (9th Cir. 2004); *Ben's Bar, Inc. v. Village of Somerset*, 316 F.3d 702 (7th Cir. 2003); *Andy's Rest. & Lounge, Inc. v. City of Gary*, 466 F.3d 550 (7th Cir. 2006); *Heideman v. South Salt Lake City*, 165 Fed.Appx. 627 (10th Cir. 2006); *H&A Land Corp. V. City of Kennedale*, 480 F.3d 336 (5th Cir. 2007); *DLS, Inc. v. City of Chattanooga*, 107 F. 3d 403 (6th Cir. 1997); *Colacurcio v. City of Kent*, 163 F.3d 545 (9th Cir. 1998); *Déjà vu of Nashville, v. Metro. Gov't of Nashville & Davidson County*, 466 F.3d 391 (6th Cir. 2006); *Dr. John's, Inc. v. City of Roy*, 465 F.3d 1150 (2006); *ASF, Inc. v. City of Seattle*, 408 F.2d 1102 (2005); *Sensations, Inc. et al. v. City of Grand Rapids, et al.*, United States Court of Appeals, (6th Cir. 5/20/08) and based upon reports concerning secondary effects occurring in and around sexually oriented businesses, including, but not limited to, Austin, Texas – 1986; Indianapolis, Indiana – 1984; Houston, Texas – 1983; McCleary Report – 2004; Littleton, Colorado – 2004; Oklahoma City, Oklahoma – 1986; Dallas, Texas – 1997, 2004; New York Times Square – 1994; Garden Grove, California – 1991; Phoenix, Arizona – 1979, 1995-1998; Los Angeles, California – 1977; Whittier, California – 1978; Amarillo, Texas – 1977; "Do Off-site Adult Businesses Have Secondary Effects?", McCleary, Weinstein, 11/14/07; "Rural Hotspots – The Case of Adult Businesses", McCleary, 2008; "NLC Summaries of 'SOB Land Use' Studies. Crime Impact Studies by Municipal and State Governments on Harmful Secondary Effects of Sexually Oriented Businesses", National Law Center, 1996; "How to Regulate Adult Entertainment by Zoning", Laurien, Delaware County Regional Planning Commission; "Adult Entertainment, Staff Report", St. Paul, MN 1983, 1988; "Report to: The American Center for Law and Justice on the Secondary Impacts of Sex Oriented Businesses", Hecht, 1996 and the Report of the Attorney General's Working Group On The Regulation of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota), the Town Council finds:

- (1) Sexually oriented businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, lewdness, public indecency, unsanitary conditions, potential spread of disease, obscenity, illicit

drug use and drug trafficking, negative impacts on surrounding properties, blight, litter, and sexual assault and exploitation; and

- (2) Each of the foregoing negative secondary effects constitutes a harm which the Town has a substantial government interest in preventing or abating. This substantial government interest in preventing secondary effects, which is the town's rationale for the provisions of sections 8-60 through 8-79, inclusive, exists independent of any comparative analysis between sexually oriented and non-sexually oriented businesses. Additionally, the Town's interest in regulating sexually oriented businesses extends to preventing future secondary effects of either current or future sexually oriented businesses that may locate the in the Town. The Town finds that the cases and documentation relied on in the provisions of sections 8-60 through 8-79, inclusive, are reasonably believed to be relevant to said secondary effects.

Section 8-61. Definitions.

As used in section 8-61 through section 8-79, inclusive:

- (1) "applicant" means a person signing an application for a license to be issued pursuant to section 8-65;
- (2) "employee" means any person who performs any service on the licensed premises on a full time, part time or contractual basis, whether or not such person is denominated an employee, independent contractor or agent. Employee does not include a person exclusively on the licensed premises for regular maintenance of the licensed premises or for the delivery of goods to the licensed premises;
- (3) "licensed premises" means the entire building or structure used for a sexually oriented business and the area adjacent to such building or structure, including areas designated for the parking of motor vehicles by patrons of a sexually oriented business and other areas under the ownership, control or supervision of the licensee;
- (3) "licensee" means any person granted a license pursuant to section 8-65;
- (4) "live sexually oriented entertainment" means any on-site, live performance by a person which contains or is characterized by the person's exposure of sexual anatomical areas or the performance of sexual activity;
- (5) "live semi-nude entertainment" means any on-site, live performance by a person which contains the person's exposure of a semi-nude body;
- (6) "manager" means a person with authority to formulate policy for a sexually oriented business, to supervise employees of such business, or with overall responsibility of the operation of such business, including the on-site manager and all officers, directors, members or partners of the applicant;
- (7) "massage parlor" means any establishment having a fixed business where any person engages in or carries on, or permits to be engaged in or carried on, any method of

vibrating or stimulating of the external soft parts of the body with the hands or with the aid of any mechanical or electric apparatus or appliance with or without any supplementary aids such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations commonly used in this practice, whether or not such business is operated on a house call or out call basis, and any establishment advertised or listed under the heading of "massage," "massage parlor," "spa, or similar wording . Massage parlor shall not include an establishment where the practice of massage is: (A) in any state-licensed hospital, nursing home, clinic, medical office or rehabilitation facility; (B) by a state-licensed physician, surgeon, chiropractor, osteopath, physical therapist or by a registered nurse or licensed practical nurse.; (C) by trainers for any amateur or professional athlete or athletic team or school athletic program; (D) by any state-licensed barber or beautician with regard to the massaging of the neck, face, scalp and hair for cosmetic or beautifying purposes; or (E) by a massage therapist: (i) who has been licensed by the State of Connecticut Department of Public Health to practice Massage Therapy under the provisions of Section 20-206a et.seq. of the Connecticut General Statutes as amended, and has completed all testing and educational requirements thereunder; (ii) who holds the masseur permit required pursuant to section 8-73; and (ii) and who works at an establishment that complies in all respects with the provisions of sections 8-72 (1)-(11), 8-78 and 8-79.

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- (8) "media" includes any books, magazines, videos, films, DVD's, photographs, reproductions, software, hardware or web-based content or any other technological display;
- (9) "semi-nude" means generally exposing the entire body except for completely and opaquely covered human genitals, pubic regions, buttocks, anus, and the entire areola of the female breasts;
- (10) "sexual activity" means (A) the showing or depiction of human genitals in a state of sexual stimulation or arousal; (B) acts of human masturbation, sexual intercourse, bestiality, necrophilia, sadomasochistic abuse, fellatio, cunnilingus or sodomy; (C) the fondling or erotic touching of human genitals, pubic region, buttock or female breasts;(D) lap dancing; or (E) excretory functions as part of or in connection with any such activities;
- (11) "sexual anatomical areas" means less than completely and opaquely covered human genitals, pubic region, buttocks, anus and the areola of the female breasts and human male genitals in a discernibly turgid state, even if completely and opaquely covered;
- (12) "sexually oriented business" means any enterprise where a substantial or significant amount of the business or activity is associated with the performance, depiction, display or exhibition of a semi nude body, sexual activity or sexual anatomical areas and shall include sexually oriented retail stores or theaters and sexually oriented cabarets, massage parlors or live semi-nude entertainment;
- (13) "sexually oriented cabarets" means any nightclub, bar, restaurant or similar enterprise, whether or not alcoholic beverages are served, in which there is live sexually oriented entertainment or live semi-nude entertainment;
- (14) "sexually oriented entertainer" means any person who performs live sexually oriented entertainment or live semi-nude entertainment for compensation at any sexually oriented cabaret;

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Sec. 8-62. Penalties for Violation of Article.

- (15) "sexually oriented retail store or theater" means any enterprise which has a substantial or significant amount of its inventory or floor space for, or of its income from, (A) media or novelty items, gag gifts, toys and paraphernalia that depict sexual activity, semi-nude bodies, or sexual anatomical areas or (B) novelty items, gag gifts, toys and paraphernalia that are designed or marketed for stimulating human genital organs, sexual arousal or sadomasochistic use except for medical films or publications or art or photograph publications that devote at least twenty-five percent of the lineage of each issue to articles and advertisements dealing with subjects of art or photography; and
- (16) "significant interest" means any share or equity interest in a partnership, limited liability company, corporation, or other commercial entity, equal to ten percent or greater of the equity or voting control of such entity.

Sec. 8-62. Penalties for Violation of Article.

- (a) In addition to any fines or penalties for violation of the provisions of section 8-61 through section 8-79, inclusive, the town may apply to the superior court for injunctive and equitable relief including reasonable attorney's fees and costs expended by the town in enforcing the provisions of these sections.
- (b) The provisions of section 8-61 through section 8-79, inclusive, shall not preclude any additional enforcement action taken by any appropriate town, state or federal official conducted pursuant to any applicable ordinance, regulation or law of the town or state or the United States of America.
- (c) All remedies and penalties for violation of the provisions of section 8-61 through section 8-79, inclusive shall be cumulative.

Sec. 8-63. License Required.

- (a) On and after the effective date of this ordinance, no person shall engage in, conduct or carry on or permit to be engaged in, conducted or carried on, in or upon any premises in the town, the operation of a sexually oriented business without a license pursuant to section 8-65, provided any such business operating on the effective date of this act may continue to operate without such license until January 1, 2009. A license may be issued for only one sexually oriented business at each fixed location. Any person who operates more than one sexually oriented business must have a license for each such business.
- (b) No person shall operate, or knowingly perform any service directly related to the operation of, any unlicensed sexually oriented business.
- (c) No license issued pursuant to section 8-65 shall be sold, assigned or transferred in any way, including, but not limited to: (1) the sale, lease or sublease of the sexually oriented business; (2) the transfer of shares, securities or interests that constitute a significant interest in such business, whether by sale, exchange or similar means; or

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(3) the establishment of a trust, gift or other similar legal device that transfers ownership or control of such business.

Sec. 8-64. Application.

(a) Any person may submit an application on a form prepared by the town for a license to operate a sexually oriented business to the Director of Inspections and Permits, or designate, together with an application fee as set forth in the Fee Schedule prior to the commencement of the operation of such business. The Director of Inspections and Permits, or designate, shall date stamp the application.

(b) The application shall be signed and filed by the owner of such proposed sexually oriented business and shall also be signed by the owner of the building and property on which such business will be located. In instances where an applicant is a partnership, limited liability company or corporation, the application shall be signed and filed by each individual who holds a significant interest in the applicant. The application shall be sworn to be true and correct by all persons signing the application a violation of which shall constitute perjury or false statement.

(c) In addition to any other information requested by the Director of Inspections and Permits, or designate, the applicant for a license shall furnish the following information:

(1) Name, business address and primary residence address of each person with a significant interest in the sexually oriented business, including any partnership, corporation, limited liability company, corporation or other legal entity. Where an interest in a partnership, limited liability company or corporation is owned by an entity rather than an individual, the application shall include the name of that entity and all individuals with a significant interest in that entity must be disclosed, regardless of how many levels of ownership, or how many levels of parent, subsidiary or affiliate relationships;

(2) The location of the sexually oriented business to be operated under such license, including the street address, legal description of the property, and telephone number, if any;

(3) The current name, and any other name previously used by such person, and address of all employees and managers of the sexually oriented business at the time of application;

(4) Written proof that all individuals listed in subdivision (1) and subdivision (3) of subsection (c) of this section are at least eighteen years of age and are either citizens of the United States or have a legal right to work at such sexually oriented business;

(5) A recent photograph of each individual signing the application;

(6) The driver's license number, if such person holds a driver's license, social security number, if any, and birth date of each individual signing the application;

(7) If the person with a significant interest is:

(A) A partnership, the application shall be accompanied by the partnership agreement, if any;

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(B) A limited partnership, the application shall specify the name of the partnership, the date and state of the filing of its certificate of limited partnership, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the partnership agreement, if any, and by evidence that such partnership is in good standing under the laws of the state;

(C) A limited liability company, the application shall specify the name of the company, the date and state of the filing of its articles of organization, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of the operating agreement, if any, and by evidence that such company is in good standing under the laws of the state;

(D) A corporation, the application shall specify the name of the corporation, the date and state of incorporation, and the name and address of its statutory agent for service of process, and shall be accompanied by a copy of its bylaws, if any, and by evidence that such corporation is in good standing under the laws of the state;

(E) Operating under a fictitious name, the application shall be accompanied by a copy of the applicant's recorded trade name certificate;

(8) The name and location of any sexually oriented business previously owned or operated by each applicant, or currently owned or operated by each applicant, in this or another municipality or state; whether the applicant has had a license for such business suspended or revoked; the dates of and reasons for such suspension or revocation; and the business entity or trade name under which the applicant operated such business that was subject to the suspension or revocation. Such business shall include any business of which the applicant was a partner, member, officer, director or shareholder;

(9) Any criminal convictions of each applicant, employee or manager of the sexually oriented business, of any crime constituting murder, felonious assault, robbery, bribery, extortion, criminal usury, arson, burglary, tax evasion, tax fraud, felonious acts of larceny, forgery, fraud in the offering, alteration of motor vehicle identification numbers, violation of any provision of Chapter 420b of the Connecticut General Statutes, dependency producing drugs, illegal sale or provision of alcohol to minors, moral turpitude, prostitution, obscenity or other sex-related crimes in any jurisdiction within ten years of the date of the filing of the application. Sex-related crimes include any action which constitutes a violation of sections 53a-194, 53a-196, 53a-196a, 53a-196b; 53a-196c, 53a-196d, 53a-82, 53a-83, 53a-83a; 53a-86, 53a-87, 53a-88, 53a-89, 53a-70, 53a-70a, 53a-70b, 53a-71, 53a-72a, 53a-72b and 53a-73a of the Connecticut General Statutes, or violations of other laws of other States, the essential elements of which are substantially the same as these crimes;

(10) The exact nature of the activities to be conducted at the sexually oriented business;

(11) A sketch or diagram showing the configuration of the licensed premises drawn to a six inch accuracy scale and with marked dimensions of the interior of the premises, including a statement of total floor space occupied by the business. Such sketch or diagram shall include, without limitation, all doors, windows, bars, stages, manager's stations, restrooms, dressing rooms, booths, cubicles, rooms, studios, compartments, stalls, overhead lighting fixtures and any areas where patrons are not permitted; and

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(12) A statement that each applicant is familiar with the provisions of this article, is in compliance with them, and consents to the authority of the Town in licensing and regulating the proposed sexually oriented business.

(d) If a license to operate a sexually oriented business is granted, the applicant shall provide the Director of Inspections and Permits, or designate, any material change in information contained in the application, including but not limited to changes in significant interests, within thirty days of such change.

Sec. 8-65. Licensing Procedure.

(a) Upon receipt of an application pursuant to section 8-64:

(1) the Director of Inspections and Permits, or designate, shall determine compliance of the proposed licensed premises with all applicable building codes and laws;

(2) the Chief of Police shall determine the criminal history of each applicant;

(3) the Fire Marshal shall determine compliance of the proposed licensed premises with all applicable fire codes and laws;

(4) the Director of Health and Social Services shall determine compliance of the proposed licensed premises with all applicable public health codes and laws; and

(5) the Zoning Enforcement Officer shall determine compliance of the proposed licensed premises with all applicable zoning regulations and laws and also compliance with all distance requirements set forth in section 8-69.

(b) Within thirty days of the date the application was filed, all determinations performed pursuant to subsection (a) of this section shall be completed. Each town official shall indicate a recommendation for approval or disapproval of the application, state the reasons for any disapproval, date it, sign it, and return such determination to the Director of Inspections and Permits, or designate. A town official shall disapprove an application if such official finds that the proposed sexually oriented business will be in violation of any provision of any statute, code, article, regulation or other law under such official's enforcement authority.

(c) Within forty-five days of the date the application was filed, the Director of Inspections and Permits, or designate, shall render a decision approving or denying such application and shall file such decision with the town clerk and mail such decision to the applicant by certified mail, return receipt requested. If the Director of Inspections and Permits, or designate, denies the application, the Director shall state in writing the reasons for such denial. All copies of the determinations pursuant to subsection (b) of this section shall be attached to the decision.

(d) The Director of Inspections and Permits, or designate, shall issue to the applicant a license to operate a sexually oriented business if all requirements for a sexually oriented business described in section 8-61 through section 8-79, inclusive are met, unless the Director finds that:

(1) the applicant or any individuals disclosed under subdivision (1) or subdivision (3) of subsection (c) of section 8-64 are under eighteen years of age, except if such business will serve alcoholic beverages, then no applicant or individual shall be under twenty-one years

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of age;

(2) the applicant or any other person disclosed under subdivision (1) or subdivision (3) of subsection (c) of section 8-64 has been convicted in this state of any of the crimes specified in subdivision (9) of subsection (c) of section 8-64, or convicted in another state of crimes the essential elements of which are substantially the same as the crimes specified in subdivision (9) of subsection (c) of section 8-64, regardless of the pendency of any appeal, within ten years of the date the application was filed;

(3) within five years of the date the application was filed, an applicant or any other person disclosed under subdivision (1) or subdivision (3) of subsection (c) of section 8-64 has been denied a license by the town to operate a sexually oriented business, except for technical reasons including but not limited to denial pursuant to subsection (e) of this section, has had a license revoked by the town, or has failed to correct any material violation of section 8-61 through section 8-79, inclusive, for more than thirty days, after which the manager has received written notice;

(4) within three years of the date the application was filed, an applicant or any other person disclosed under subdivision (1) or subdivision (3) of subsection (c) of section 8-64 has had a license to operate a sexually oriented business denied or revoked by another municipality or state except for technical reasons;

(5) an applicant or any other person disclosed under subdivision (1) or subdivision (3) of subsection (c) of section 8-64 is overdue by more than thirty days on payment to the town of any taxes, fees, fines or other penalties relating to the sexually oriented business or the licensed premises;

(6) the business as proposed in the application, if permitted, would not have complied with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning codes of the town, and the provisions of section 8-61 through section 8-79, inclusive. If the premises are not in compliance, the applicant shall be advised of the reasons in writing and any measures the applicant must take to bring the premises into compliance for a license to issue;

(7) the licensed premises are not in compliance with all distance requirements set forth in section 8-69;

(8) the applicant has failed to complete the license application as specified in subsection (c) of section 8-64, or has provided materially false or misleading information in the application;

(9) the application fee has not been paid;

(10) the granting of the application would violate a statute, ordinance or court order; or

(11) the business described in the application, if a limited partnership, limited liability company or corporation, is not in good standing under the laws of the state.

(e) Any failure of the Director to approve or deny an application for license within forty-five days of the date on which the application was filed shall constitute a denial subject to appeal.

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(f) If the sexually oriented business application is denied except pursuant to subsection (e), the town shall retain fifty percent of the permit fee as payment for expenses incurred in the investigation of the application and shall return the remainder to the applicant.

(g) When an application is denied solely for reasons stated in subdivision (6) of subsection (d) of this section and such violation is correctable, the applicant shall be given an additional thirty days from the date of such notification of denial to bring the licensed premises into compliance. Upon verification by the Director of Inspections and Permits, or designate, that the correction has been made, which shall be determined no later than forty-eight hours after receipt by the Director of Inspections and Permits, or designate, of written notice of such correction, a license shall be issued unless no new violations or other disqualifying factors have occurred within such thirty days.

(h) As a condition of the license, the entire licensed premises shall be open to random physical inspections for compliance with the provisions of section 8-61 through section 8-79, inclusive, by any Town official or employee in the discharge of such official or employee's duties during all hours when the licensed premises are open for business. Any refusal to allow such an inspection shall constitute a violation of this article. This subsection shall be narrowly construed to authorize reasonable inspections of the licensed premises but not to authorize a harassing or excessive pattern of inspections.

(i) The license, if granted, shall state the name, business and residence address of the applicant, the expiration date, the address of the sexually oriented business, and the department or public official and telephone number to whom to report any violation of the provisions of section 8-61 through section 8-79, inclusive. The license shall also include a notice that the subject premises are subject to random inspections by town official or employees of the town for compliance with the provisions of section 8-61 through section 8-79, inclusive.

(j) The license shall be posted in a conspicuous place at or near the entrance to the sexually oriented business so that it may be easily read by the public at all times.

Sec. 8-66. Expiration and Renewal.

(a) Each license issued pursuant to section 8-65 shall expire one year from the date it is issued, unless it is renewed upon application, pursuant to section 8-64, accompanied by payment of a renewal fee as set forth in the Fee Schedule. Such application and application fee shall be submitted to the Director of Inspections and Permits, or designate, at least thirty days before the expiration date of the license, but not more than ninety days. If the application is filed within such time and the renewal fee paid, the Director of Inspections and Permits, or designate, shall, prior to the expiration of the previous license, renew the license for an additional one year, unless the Director of Inspections and Permits, or designate, finds any grounds for denial of the original application pursuant to subsection (d) of section 8-65. If renewed, the Director of Inspections and Permits, or designate, shall mail the renewed license to the applicant prior to the expiration date of the previous license. If not renewed, the Director of Inspections and Permits, or designate, shall mail a notice of non-renewal to the applicant by certified mail, return receipt requested, prior to the expiration date of the previous license, stating the reasons for such non-renewal.

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Sec. 8-67. Suspension and Revocation.

(b) If there are uncorrected violations of section 8-61 through section 8-79, inclusive or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the applicant has received written notice, the current license shall be extended for a maximum of thirty days beyond the original expiration date in order for all corrections to be completed and inspections done to determine compliance. If the applicant does not make such corrections of violations within such thirty days, no license renewal shall be issued. The Director of Inspections and Permits, or designate, shall mail a notice of non-renewal to the applicant by certified mail, return receipt requested, within five days after the extended thirty-day period, stating the reasons for such non-renewal.

(c) Notwithstanding the provisions in subsection (a) and subsection (b) of this section, in no instance shall a renewal be issued if within the one-year period of the previous license, such sexually oriented business has had two or more material violations of section 8-61 through section 8-79, inclusive, to which the manager has received written notice, or has had one or more uncorrected material violations of section 8-61 through section 8-79, inclusive, pending for more than thirty days. As used in this section, "material violation" means any violation of the provisions of section 8-61 through section 8-79, inclusive, unless such violation is of a technical nature.

(d) Should a license not be renewed for any violation of section 8-61 through section 8-79, inclusive, no license shall be issued for five years from the expiration of the previous license.

Sec. 8-67. Suspension and Revocation.

(a) The Director of Inspections and Permits, or designate, may suspend a sexually oriented business license for a period not to exceed thirty days if there are uncorrected violations of section 8-61 through section 8-79, inclusive, or uncorrected violations of any fire, building, health or zoning codes or regulations, of which the manager has received written notice, or any condition under subsection (d) of section 8-65 that constitutes grounds for denial of such license. The Director of Inspections and Permits, or designate, shall issue such suspension in writing stating the reasons therefore and shall notify the applicant by certified mail, return receipt requested, or by service at such address or at the licensed premises. If a suspension is issued for a correctable violation, the Director of Inspections and Permits, or designate, within forty-eight hours of receipt of written notice that the correction has been made, shall verify the correction or failure to correct and shall terminate such suspension upon verification of such correction. No sexually oriented business shall continue to operate while under suspension.

(b) The Director of Inspections and Permits, or designate, shall revoke any license if the Director finds:

- (1) any grounds for denial of such license application under subsection (d) of section 8-65;
- (2) that materially false or misleading information or data was given on, or material facts were omitted from, any application for a sexually oriented business license;
- (3) within a one-year period there have been two or more material violations of this article, to which the manager has received written notice;
- (4) there have been one or more uncorrected material violations of this article pending for over thirty days, to which the manager has received written notice;

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(5) there has been a failure to correct within thirty days any violation for which the license was suspended pursuant to subsection (a) of this section;

(6) there has been a violation of subsection (c) of section 8-64;

(7) the applicant or any other person disclosed under subdivision (1) and subdivision (3) of subsection (c) of section 8-64, or any manager has knowingly allowed any illegal activity to occur on the licensed premises including, but not limited to, prostitution, gambling, or the possession, use or sale of controlled substances; or

(8) the applicant or any other person disclosed under subdivision (1) and subdivision (3) of subsection (c) of section 8-64, or any manager has knowingly operated the sexually oriented business while the business's license was under suspension.

(c) At least ten days prior to the revocation of any license, the Director of Inspections and Permits, or designate, shall issue such revocation in writing stating the reasons therefore and shall notify the applicant by certified mail, return receipt requested, or by service at such address or at the licensed premises.

(d) Subject to subsection (f) of section 8-68, no sexually oriented business shall continue operations after its license has been revoked and no new license shall be issued for the same applicant for five years from the date of revocation.

(e) As used in this section, "material violation: means any violation of the provisions of section 8-61 through section 8-79, inclusive, unless such violation is of a technical nature.

Sec. 8-68. Appeal.

(a) Within ten days of receipt of notification of a denial, non-renewal, suspension or revocation of a license, the applicant may appeal such decision by submitting a written appeal to the town clerk requesting an appeal hearing before the Town Council.

(b) Such hearing shall be scheduled no later than twenty days from the date of the appeal filed in accordance with subsection (a). Not less than ten days before the date of such hearing, a notice of hearing shall be sent to the applicant by certified mail, return receipt requested, or by service at such address or at the licensed premises, and shall be posted in a conspicuous place on the proposed or licensed premises.

(c) At such hearing, the applicant shall have the opportunity to present evidence on its behalf and shall have the right to cross-examine town officials and other witnesses. The Town Council shall conduct the hearing in accordance with the provisions of Chapter 54 of the Connecticut General Statutes.

(d) Within ten days of the close of such hearing, the Town Council shall either sustain or overrule the denial, non-renewal, suspension or revocation and shall issue written notice of its final decision, stating the reasons therefore, and shall forward such decision to the applicant by certified mail, return receipt requested. If the denial, non-renewal, suspension or revocation is overruled, the Director of Inspections and Permits, or designate, shall immediately issue such license or renewal of license, terminate the suspension or rescind the revocation, as the case may be.

(e) The decision of the Town Council may be appealed to the superior court within twenty days

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receipt of written notice of such decision or the applicant may challenge such decision in any court of competent jurisdiction by any available procedure, including a writ of certiorari, a writ of mandamus, a petition for temporary injunction or an action for declaratory or injunctive relief pursuant to 42 U.S.C. § 1983. If any court action challenging the Town Council's decision is initiated, the Town Council shall prepare and transmit to the court a transcript of the hearing within ten days of receipt of written notice of such action. The Town shall consent to an expedited briefing or disposition of the action, shall comply with any expedited schedule set by the court and shall facilitate prompt judicial review of the proceedings.

(f) During the pendency of any appeal of a non-renewal, suspension or revocation, the sexually oriented business may operate, unless otherwise ordered by the superior court.

Sec. 8-69. Location.

- (a) The provisions of section 503.1.b of the town zoning regulations, as may be amended from time to time, are hereby incorporated by reference, and any violation of such regulations shall be deemed a violation of the provisions of section 8-61 through section 8-79, inclusive.
- (b) The licensed premises of a sexually oriented business shall be at least two hundred and fifty feet from the property line of any property on which any school, college or other institution of higher education licensed by the state of Connecticut, or any portion thereof, is located.

Sec. 8-70. Operating Requirements.

(a) The following requirements shall apply to each sexually oriented business within the town:

(1) No manager or employee of a sexually oriented business shall perform or permit to be performed, offer to perform, or allow patrons to perform any illegal activity on the licensed premises;

(2) A sexually oriented business shall comply with all applicable statutes, codes, ordinances, laws and regulations including, but not limited to, the fire, building, health, and zoning codes of the town and state;

(3) A sexually oriented business shall be physically arranged in such a manner that the entire interior portion of any room or other area used for the purpose of viewing live sexually oriented entertainment or live semi-nude entertainment or any depiction of semi-nude bodies, sexual anatomical areas or sexual activity in any media shall be clearly visible and continuously open to view from the common areas of the premises. Visibility into such areas shall not be blocked or obscured by doors, curtains, partitions, drapes or any other obstruction. Such areas shall be readily accessible at all times to employees. There shall be no enclosed booths, cubicles, rooms or stalls within the licensed premises used for such purpose;

(4) The entire licensed premises shall, at all times during which such business is opened to the public, provide overhead lighting of sufficient intensity to illuminate every place to which

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patrons are permitted access as follows: (A) for sexually oriented retail stores or theaters, an illumination of no less than twenty foot candles as measured at the floor or ground level; (B) for sexually oriented cabarets, an illumination of no less than five foot candles as measured at the floor or ground level, except during performances during which time illumination shall be no less than two foot candles as measured at the floor or ground level;

(5) No sexually oriented business shall be conducted in such a manner that permits the observation of any depiction or portrayal of live sexually oriented entertainment, live semi-nude entertainment, sexual anatomical areas, semi-nude bodies or specified sexual activities from outside of the building that houses the sexually oriented business, provided this subdivision shall not prohibit a patron from removing any book, publication or video that the patron has purchased or rented from the licensed premises;

(6) No sexually oriented business shall advertise the availability at such business of any activity that would be in violation of section 8-61 through section 8-79, inclusive, or any state or federal law. No exterior sign, display, decoration, show window or other advertising of such business shall contain any material depicting or describing live sexually oriented entertainment, live semi-nude entertainment, sexual anatomical areas, semi-nude bodies or sexual activities;

(7) No alcoholic beverage or other intoxicant shall be displayed, served, ingested or sold on the premises of any sexually oriented business unless permitted by the state and unless the same are allowed under the zoning regulations of the Town of East Hartford. No employee shall be under the influence of any alcoholic beverage or other intoxicant while working at a sexually oriented business. No patron, who is impaired to the extent it would be illegal to serve alcoholic liquor to such patron, shall be allowed to enter the licensed premises;

(8) No gambling shall be permitted by any person on the licensed premises;

(9) No one under eighteen years of age, except if such business serves alcoholic beverages, then no applicant or individual shall be under the age of twenty-one years old, shall be allowed on the licensed premises;

(10) The manager shall be responsible for the conduct of all employees while on the licensed premises. Any act or omission of any employee constituting a violation of the provisions of section 8-61 through section 8-79, inclusive, shall be deemed the act or omission of the manager when such manager knew of such act or omission, for purposes of determining whether the operating license shall be renewed, suspended or revoked and whether the manager shall be subject to the penalties imposed under the provisions of section 8-61 through section 8-79, inclusive;

(11) No manager shall knowingly employ in any sexually oriented business any person who, within three years of the commencement of such employment, has been convicted in this or any other state of any of the crimes specified in subdivision (9) of subsection (c) of section 8-64, regardless of the pendency of any appeal;

(12) No manager shall knowingly employ in any sexually oriented business any person who is not a United States citizen or who does not have the legal status or appropriate authorization from the United States government to work in the United States and the State of Connecticut;

(13) A sexually oriented business shall display a sign outside each entrance of such

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business bearing the words "sexually oriented business. Persons Under 18 Not Admitted" in legible letters between two and six inches tall, except if such business serves alcoholic beverages, then such sign shall indicate that no person under the age of 21 shall be admitted.

(14) No sexually oriented business shall open for business before 9:00 a.m., Monday through Sunday, nor shall it remain open after 1:00 a.m.;

(15) On or before the fifth day of the first month succeeding the issuance of a license pursuant to section 8-65 and on or before the fifth day of each month thereafter, the applicant shall provide the Director of Inspections and Permits, or designate, with a list of the names, driver's licenses, if any, social security number and date of birth of all employees during the preceding month of operation;

(16) A sexually oriented business shall, at all times during which such business is open to the public, have a manager licensed pursuant to subsection (b) of this section on the licensed premises;

(17) A sexually oriented business shall maintain a twenty-four hour per day video monitoring system that records activity in all areas of the licensed premises. The manager shall maintain the recordings of such video monitoring for a period not less than ninety days from the last day surveillance was monitored on such tape for the purpose of reviewing for compliance with the provisions of section 8-61 through section 8-79, inclusive, by town officials or employees in the discharge of their duties, upon request; and

(18) There shall be no loitering in the parking lots or other outside areas used by patrons of the sexually oriented business. No person shall remain in the parking areas of such business after thirty minutes from the time such business is no longer opened to the public except for access to a person's motor vehicle for purposes of leaving the licensed premises.

(b) No person shall act in the capacity of a manager of a sexually oriented business without a license from the Director of Inspections and Permits, or designate. Such person shall file an application with the Director. Such application shall include the person's name, and any other name previously used by such person, home address, birth certificate, social security number, driver's license, if any, fingerprints and an application fee as established in the Fee Schedule. The Director shall issue such license within ten days of receipt of the application or shall deny such application if the applicant: (1) is under the age of twenty-one years; (2) has been convicted of any crimes listed in subdivision (9) of subsection (c) of section 8-64 within ten years of the date of application; or (3) has violated any provision of section 8-61 through section 8-79, inclusive, within three years of the date of application. Any failure of the Director to approve or deny an application within ten days shall be deemed a denial subject to appeal. Any applicant who has been denied may appeal such denial in accordance with the provisions of section 8-68. Any license issued pursuant to this subsection shall expire one year from the date of issuance.

Sec. 8-71. Live Adult Entertainment.

(a) In addition to the requirements contained in section 8-70, the following requirements shall apply to all sexually oriented cabaret:

(1) No person shall engage in live sexually oriented entertainment;

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Sec. 8-72. Massage Parlors.

(2) No person shall perform live semi-nude entertainment for patrons of a sexually oriented business except upon a stage at least eighteen inches above floor level and separated from any and all such patrons by a minimum distance of ten feet or of a greater distance as required by the liquor division of the state department of consumer protection;

(3) Separate dressing room facilities for male and female sexually oriented entertainers shall be provided that shall not be occupied or used in any way by any person other than such entertainers;

(4) No sexually oriented entertainer shall, on the licensed premises, expose any sexual anatomical areas to any patron of a sexually oriented business either before or after a performance including, but not limited to, when such entertainer is entering or exiting the stage;

(5) No sexually oriented entertainer, either before, during or after a performance, shall knowingly or intentionally have physical contact with any patron of a sexually oriented cabaret while on the licensed premises;

(6) No employee of any sexually oriented cabaret shall engage in any live sexually oriented entertainment or live semi-nude entertainment while acting as a waiter, host or bartender or in any other capacity for such business;

(7) No payments, tip or gratuity offered to or accepted by a sexually oriented entertainer may be accepted prior to any performance, dance or exhibition provided by such entertainer; and

(8) No sexually oriented entertainer performing upon any stage area shall be permitted to accept any form of gratuity offered directly to the entertainer by any patron. Any gratuity offered to any entertainer performing upon any stage area must be placed into a permanently affixed, non-movable receptacle provided for receipt of gratuities by the sexually oriented business or provided through a manager.

(b) No person shall perform live semi-nude entertainment without a license from the Director of Inspections and Permits, or designate. Such person shall file an application with the Director. Such application shall include the person's name, and any other name previously used by such person, home address, birth certificate, social security number, driver's license, fingerprints and an application fee established in the Fee Schedule. The Director shall issue such license within ten days of receipt of the application or shall deny such application if the applicant: (1) is under the age of twenty-one years; (2) has been convicted of any crimes listed in subdivision (9) of subsection (c) of section 8-64 within ten years of the date of the application; or (3) has violated any provisions of section 8-61 through 8-79, inclusive, within three years of the date of the application. Any failure of the Director to approve or deny an application within ten days shall be deemed a denial subject to appeal. Any applicant who has been denied may appeal such denial in accordance with the provisions of section 8-68. Any license issued pursuant to this subsection shall expire one year from the date of issuance.

Sec. 8-72. Massage Parlors.

Sec. 8-72. Requirements for establishments where massage is performed by massage therapists who meet the requirements of section 8-73, 8-74 and 8-76.

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Sec. 8-72. Massage Parlors.

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Sec. 8-72. Massage Parlors.

The following requirements shall apply:

- (1) Construction of rooms used for toilets, tubs, steam baths and showers shall be waterproofed with approved waterproof materials;
- (2) Toilet facilities shall be provided in convenient locations. When five or more persons of different sexes are on the premises at the same time, separate toilet facilities shall be provided. Toilets shall be designated as to the sex accommodated therein;
- (3) Lavatories or wash basins provided with both hot and cold running water shall be installed in either the toilet room or vestibule. Lavatories or wash basins shall be provided with soap in a dispenser and with sanitary towels;
- (4) Every portion of the premises, including appliances and apparatus, shall be kept clean and operated in a sanitary condition. Adequate lighting shall be provided, and each room or enclosure where a massage is being administered shall have an illumination of no less than five foot candles as measured at the floor level while such room or enclosure is occupied;
- (5) All employees of the massage parlor shall be clean and wear clean outer garments, which use is restricted to the massage parlor. Provisions for a separate dressing room for each sex must be available on the licensed premises with individual lockers for each employee. Doors to such dressing rooms shall open inward and shall be self-closing;
- (6) All employees shall be modestly attired. Diaphanous, flimsy, transparent, form-fitting, or tight clothing is prohibited. Clothing must cover the employee's or masseur's chest at all times. Hemlines of skirts, dresses or other attire may be no higher than three inches above the top of the knee;
- (7) All sexual anatomical areas of patrons must be covered by towels, cloth or undergarments when in the presence of any employee or masseur. No person in a massage parlor to expose his specified anatomical areas to any other person or for any person to expose the specified anatomical areas of another person;
- (8) No person shall engage in any sexual activity or to place his hand upon, to touch with any part of his body, to fondle in any manner, or to massage any sexual anatomical areas of any other person;
- (9) The premises shall be provided with clean, laundered sheets and towels in sufficient quantity and shall be laundered after each use thereof and stored in an approved sanitary manner;
- (10) Wet and dry heat rooms, shower compartments and toilet rooms shall be thoroughly cleaned each day business is in operation. Bathtubs shall be thoroughly cleaned after each use;
- (11) No business shall place, publish, or distribute or cause to be placed, published, or distributed any advertising material that depicts any portion of the human body or contains any written text that would reasonably suggest to prospective patrons that any services are available other than those services described in the definition of massage parlor in section 8-61, or that employees or masseurs are dressed in any manner other than described in subdivision (6) of this section.

Effective 11-05-15

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Sec. 8-73. Masseur Permit
Required.

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Sec. 8-76. Issuance of
Masseur Permit.

Sec. 8-73. Masseur Permit Required.

No massage therapist shall engage in the practice of massage without first having obtained a masseur permit from the Chief of Police or his designate upon a form provided by the Chief of Police. The applicant shall pay a filing fee, which shall not be refundable, as set by the Council in the Schedule of Fees.

Effective 11-05-15

Sec. 8-74. Masseur Permit Application; Contents

The application for a masseur permit shall contain the following:

- (1) Name, and any other name previously used by such person, and resident's address;
- (2) Social Security Number and date of birth;
- (3) Applicant's weight, height, color of hair and eyes, and fingerprints;
- (4) Written evidence that the applicant is at least eighteen years of age;
- (5) Business, occupation, or employment of the applicant for three years immediately preceding date of application;
- (6) Whether such person has ever been convicted of any crime within the last ten years except minor traffic violations and if so convicted, the place and court in which the conviction was obtained and the sentence imposed as a result of such conviction; and
- (7) Copy of the license issued by the Connecticut Department of Public Health to practice Massage Therapy under the provisions of Section 20-206a et.seq. of the Connecticut General Statutes as amended, and evidence that all testing and educational requirements thereunder have been completed.

Effective 11-05-15

Sec. 8-75. Applicability to Masseurs Without Educational Requirements.

The Director of Health and Social Services, and Chief of Police, or their designees, shall have the right to periodically inspect establishments where massage therapy is provided to ensure compliance with these requirements. Such inspections shall be made in a reasonable time and in a reasonable manner. No permittee shall fail to allow access when requested, or hinder such officials' access in anyway.

Effective 11-05-15

Sec. 8-76. Issuance of Masseur Permit.

The Chief of Police or his designate shall issue a masseur permit within twenty-one days following application, unless he find that the applicant for the masseur permit has been convicted of: (1) a felony; (2) an offense involving sexual misconduct with minors; or (3) obscenity, keeping or residing in a house of ill fame, solicitation of a lewd or unlawful act, prostitution or pandering. Any applicant who has been denied may appeal such denial in accordance with the procedure set forth in section 8-68.

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Sec. 8-77. Revocation of Masseur Permit.

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Sec. 8-78. Purpose.

Effective 11-05-15

Sec. 8-77. Revocation of Masseur Permit.

(a) A masseur permit issued by the Chief of Police or his designate shall be revoked or suspended after a hearing before the Chief of Police where it appears that the masseur has been convicted of any offense enumerated in section 8-76 or that the establishment where massage therapy is being performed is not compliant with the provisions of section 8-72.

(b) The Chief of Police or his designate, before revoking or suspending any masseur permit, shall give the masseur at least ten days written notice of the examination into his conviction record, or non-compliance with section 8-72, and the opportunity for a hearing before the Chief of Police, at which hearing, the Chief of Police or his designate shall determine the relevant facts regarding the occurrences of the conviction. Any person whose masseur permit has been suspended or revoked may appeal such revocation or suspension in accordance with the procedure set forth in section 8-68.

Effective 11-05-15

Sec. 8-78. Register of Patrons.

(a) Every person who engages in or operates a massage parlor shall keep a daily register, approved as to form by the Chief of Police or his designate, of all patrons with names, addresses and hours of arrival and, if applicable, the rooms or cubicles assigned. The daily register shall at all times during business hours be subject to inspection by the Department of Public Health and Social Services officials and by the Police Department and shall be kept on file for one year.

(b) No person shall give, sign or use any false name or address in the daily register required to be kept by the massage establishment.

Sec. 8-79.

Massage Parlors Prohibited Consistent with Section 20-206a et.seq. of the Connecticut General Statutes as amended, Massage parlors, as defined in Section 8-61 (8) hereof, are not permitted.

Effective 11-05-15

Sections 8-60 through 8-79, unless otherwise noted, effective 09-19-08.

ARTICLE 8. NEWS RACKS.

Sec. 8-78. Purpose.

The Town Council finds that the unregulated maintenance of news racks in public rights-of-way can present an inconvenience and a danger to the safety and welfare of persons using such rights-of-way, including pedestrians, persons entering and leaving all types of motor vehicles, cyclists, and to persons entering and leaving buildings. The Council also finds that the unregulated maintenance of such news racks

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Sec. 8-79. Definitions.

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Sec. 8-81. Application for Permit.

also can present an inconvenience and a danger to persons performing essential utility, traffic control, and emergency services; prevent easy access for the use, repair, maintenance and replacement of posts, poles, traffic signs and traffic signals; makes it difficult and/or hazardous to maintain, repair or replace hydrants and mailboxes; encourages the keeping of unsightly news racks; and increases the Town's exposure to claims for personal injuries or damages to property brought by persons injured directly or indirectly by the unregulated placement of such news racks. To avoid such conditions, found by the Council to be injurious to the public health, safety and welfare, the Council finds it necessary and desirable to enact this ordinance to regulate the placement, appearance, maintenance and insurance of news racks located on public rights-of-way.

Sec. 8-79. Definitions.

a. For the purpose of this Chapter, the following terms shall have the following meaning:

1. News rack shall mean any self-service or coin-operated box, container, storage unit, or any other vending or dispensing device installed, used or maintained for the display and sale of magazines or other news periodicals. The use of the singular herein shall include the plural.
2. Public rights-of-way means any place of any nature which is dedicated to use by the public for pedestrian and/or vehicular travel and includes, but is not limited to, streets, sidewalks, tree belts located between sidewalks and curbs, curbs, gutters, crossing intersections, parkways, highways, alleys, lanes, malls, courts, avenues, boulevards, roads, roadways, viaducts, underpasses, tunnels, bridges, thoroughfares, parks, square, and any other similar public ways.
3. Person shall mean any individual, natural person, corporation, partnership, voluntary association, society, club, firm, company, trust or any other group acting as a unit or the manager, lessee, agent, servant, partner, member, director, officer or employee of any such entity including executors, trustees, administrators, receivers or other representatives appointed according to law.
4. Owner shall mean the title owner of any news rack and the lessee, renter, officer, servant, employee and agent of any such owner.
5. Public street means that portion of any public right-of-way designed or ordinarily used for vehicular travel.

Sec. 8-80. News Racks Prohibited on Public Streets.

It shall be unlawful for any person to install, place or maintain any news rack which projects into, onto, or over any part of a public street or which rests wholly or in part upon, along or over any portion of any public street.

Sec. 8-81. Application for Permit.

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Sec. 8-82. Review by the Director of Inspections and Permits.

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Sec. 8-83. General Regulations.

On and after May 10, 1994, any person who wishes to place or locate a news rack on any public right-of-way shall consult with the Director of Inspections and Permits concerning its location, and shall, as part of said consultation, provide the following information:

- (1) The name, address and telephone number of the owner;
- (2) The name, address and telephone number of a responsible person whom the town may notify or contact at any time concerning the owner's news rack;
- (3) The number and names of newspapers or periodicals to be contained in each news rack;
- (4) Type of brand of news rack, including a description of the news rack and supporting or enclosing structure;
- (5) A site plan showing the exact location of such news rack and supporting or enclosing structure and sufficient information to enable the Director to determine that said location complies with Sections 8-83 and 8-84 of this chapter.

Sec. 8-82. Review by the Director of Inspections and Permits.

If the Director of Inspections and Permits finds that any of the regulations hereinafter set forth would be violated by the proposed news rack, he shall so inform the person proposing the placement within five business days of receipt of the information comprising Sec. 8-81(1)-(5) inclusive, and during said five-day period no such news rack shall be so placed. Thereafter, the Director and such person shall further consult to attempt to ensure conformity with said regulations.

May 10, 1994

Sec. 8-83. General Regulations.

- (a) No news rack or news rack enclosure shall be located so as to obstruct the following:
 - (1) Reasonable use of public rights of way by pedestrians.
 - (2) The vision of operators of vehicles at street intersections.
 - (3) The reasonable use of bus stops. News racks may be located within bus stop zones, but shall not be placed so as to block the front or rear door of the buses.
 - (4) Reasonable access to the front doors of buildings.
 - (5) Reasonable use of parking spaces and parking meters. News racks may be located within parking zones and/or metered spaces if no other alternative is available. The news racks shall, wherever possible, be placed at the rear of the parking space so as not to block car doors.
 - (6) The reasonable use of cross-walks, handicapped ramps, sidewalks, driveways, fire hydrants and boxes, and sign stanchions.
 - (7) Truck loading zones and taxi-cab stands. Where no other space is available, news racks may be placed in loading zones if the row consists of no more than three news racks and it is located so as not to interfere with vehicles doors and loading.
- (b) The owner shall be responsible for any damage or repairs caused by the installation or removal of any news rack.
- (c) News racks may contain advertising concerning the newspaper contained in the news rack and its contents.
- (d) News racks shall be maintained in good working order, neatly painted, and with unbroken hoods.

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Sec. 8-84. Dimensions and Design.

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Sec. 8-86. Violations; Notice; Hearing.

- (e) The name, address and telephone number of the responsible person who may be contacted at any time concerning the news rack shall be displayed on the hood of the news rack in such manner as to be readily visible and readable to a prospective customer thereof.
- (f) Each news rack shall be maintained in accordance with the terms of this chapter.

Sec. 8-84. Dimensions and Design.

The following criteria concerning dimensions and design shall apply:

- (a) No news rack shall exceed the following:
 - (1) A height of fifty inches measured from the surface of the sidewalk or ground.
 - (2) A depth of two (2) feet; or
 - (3) A length of two and one-half (2-1/2) feet
- (b) The color of any news rack shall be in the neutral range of colors. May 10, 1994

Sec. 8-85. Insurance and Indemnification.

The owner shall at all times maintain a policy of liability insurance in a minimum amount of five hundred thousand dollars (\$500,000) for the injury or death of any number of persons per occurrence, and one hundred thousand dollars (\$100,000) for property damage per occurrence. Such coverage will name the Town as an additional insured. All such policies and certificates of insurance shall be issued by companies authorized to do business in the State of Connecticut.

Sec. 8-86. Violations; Notice; Hearing.

If at any time it is determined by the Director of Inspections and Permits that any news rack is not in compliance with requirements of this Chapter, a "Notice of Probable Violation" shall be issued, in writing, to the owner. Said notice shall set forth the location of the news rack involved, the precise conditions the Director believes constitute a violation of this Chapter, and the specific provisions of this Chapter the Director believes have been violated. The notice shall contain the date, time and place on which a hearing is to be had with respect to such charges, and shall be mailed to the owner by registered or certified mail. The hearing shall be held not less than ten days from the date the notice has been so mailed. The owner may, prior to said hearing, file a written response to said notice specifically setting forth the reason or reasons the owner believes this Chapter has not been violated; or, in the alternative, the owner shall cause said violation or violations to be corrected. The hearing shall be held before a person designated by the Corporation Counsel of the Town of East Hartford who is neither an official nor employee of, or contracting party with, the Town. If at such hearing the hearing officer shall determine that the Director of Inspections and Permits has by clear and convincing evidence proven that the violations contained in the Notice have in fact occurred and continue to exist, he may order the violation to be corrected within a period of time not less than five days from the date that notice of the decision has been mailed to the owner, in default of which correction the owner shall be required to remove the news rack. If at the hearing the hearing officer finds that the violation or violations have been corrected, or for some other reason do not exist, he shall dismiss the charges.

May 10, 1994

From any order to correct violations or to remove a news rack, the owner shall have a right of appeal to the Superior Court for the Judicial District of Hartford/New Britain at Hartford. Said appeal shall be filed and served within the time provided by and in accordance with the provisions of Connecticut General Statutes Section 4-183, as the same may be amended from time to time, and appeal proceedings shall be governed by said statute. Enforcement of any decision by the hearing officer shall be stayed until the expiration of the time within which the owner may appeal; and if the

Town Of East Hartford

Code of Ordinances

Sec. 8-87. Enforcement.

CHAPTER 8. Businesses

Sec. 8-88. Severability.

owner shall appeal, the order shall be stayed until 20 days after notice of the decision of the Superior Court on said appeal has been sent to all parties. Service of any such appeal shall be made upon the Director of Inspections and Permits.

Sec. 8-87. Enforcement.

It shall be the duty of the Director of Inspections and Permits to enforce the provisions of this chapter.

Sec. 8-88. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Town Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phrases hereby be declared invalid or unconstitutional.


Voted: 4/5/94

Published: 4/15/94

Effective: 5/10/94



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 24th, 2022
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh 
RE: REFERRAL: 1437-1439 Main Street

The Mayor's Office received a letter from property owner Janet Pearson of Eden's Florist at 1429-1431 Main St. who has expressed interest in acquiring abutting property at 1437-1439 Main St. to expand her florist business. The property at 1437-1439 Main St. sits as an empty grass lot with a 2-car garage on the west side of the property. Currently, the Town is not collecting any tax revenue on this property nor has a planned use for the property.

Therefore, please refer 1437-1439 Main Street to the Real Estate Acquisition subcommittee for possible disposition to the abutting property owner at 1429-1431 Main Street.

CC: Connor Martin, Chief of Staff
Eileen Buckheit, Development Director

Town of East Hartford Property Summary Report

1437-1439 MAIN ST

MAP LOT:	14-283	CAMA PID:	8801
LOCATION:	1437-1439 MAIN ST		
OWNER NAME:	TOWN OF EAST HARTFORD		



8801 03/27/2016

OWNER OF RECORD
TOWN OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD, CT 06108

LIVING AREA:		ZONING:	B1	ACREAGE:	0.22
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
TOWN OF EAST HARTFORD	3577/0093	20-Dec-2015	\$0.00
CALLE CESAR A PALOMINO ADRIAN A	2007/0152	25-Aug-2001	\$165,500.00
BOUCHARD JOAN Y	0582/0146	22-Nov-1975	\$52,000.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$63,060.00	IMPROVEMENTS:	\$7,060.00	LAND:	\$56,000.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2019	\$63,060.00	\$7,060.00	\$56,000.00
2018	\$63,060.00	\$7,060.00	\$56,000.00
2017	\$63,060.00	\$7,060.00	\$56,000.00
2016	\$63,060.00	\$7,060.00	\$56,000.00
2015	\$65,050.00	\$6,720.00	\$58,330.00

Town of East Hartford Property Summary Report

1437-1439 MAIN ST

MAP LOT:	14-283	CAMA PID:	8801
LOCATION:	1437-1439 MAIN ST		
OWNER NAME:	TOWN OF EAST HARTFORD		

BUILDING # 1

YEAR BUILT	0	EXT WALL 1	
STYLE		INT WALLS 1	
MODEL	Vacant	HEAT FUEL	
STORIES		HEAT TYPE	
OCCUPANCY	Exempt Vac w/	AC TYPE	
ROOF		BEDROOMS	
ROOF COVER		FULL BATHS	
FLOOR COVER 1		HALF BATHS	
% BSMT	null	TOTAL ROOMS	
% FIN BSMT	null	% REC RM	null
% SEMI FIN		% ATTIC FINISH	null
BSMT GARAGE	null	FIREPLACES	null



EXTRA FEATURES

DESCRIPTION	CODE	UNITS
Garage	FGR1	800.00 S.F.

1429 Main Street
East Hartford CT 06108

January 19, 2022

The Town of East Hartford
740 Main Street
East Hartford CT 06108

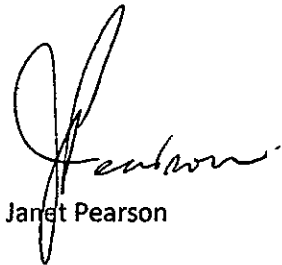
Dear Sir/Madam:

Re: Request for Vacant Lot on Main Street

My name is Janet Pearson and I own the property at 1429-1431 Main Street. There is a vacant Lot to the right of this property when facing the building from Main Street. It is a corner lot located on the corner of Stanley and Main Street. There used to be a house on the Lot, but it was destroyed by fire and I am of the understanding that it is owned by the Town of East Hartford. I am interested in this lot as it would give me more flexibility to operate my business. Our Parking is very limited, and so this would generate more parking space for us and a greenhouse which would be a great addition to our business and a nice face lift for the community. Could you please let me know if this possible? I am a small business owner (Eden's Florist), single mom to a 28-year-old young man with autism and seizures and is looking to see if I can expand my business.

Thank you for considering my request and I look forward to your favorable response.

Regards.



Janet Pearson



8801 03/27/2016



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 26th, 2022
TO: Richard F. Kehoe, Chair
FROM: Michael P. Walsh, Mayor
RE: Environmental Land Use Restriction

East Hartford holds two easements that allow the Town to drain storm water onto land owned by Raytheon Technologies Corporation ("Raytheon") in the Willow Brook Pond area. Raytheon is currently working with the State of Connecticut to mitigate environmental issues in this area and has asked the Town to subordinate its easements so that the remediation plan can move forward.

I ask that the Town Council take up this matter acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee.

Please place this item on the Town Council agenda as a communication for the February 1st, 2022 meeting.

C: J.Tallberg, Corporation Counsel
R. Gentile, Assistant Corporation Counsel
E.Buckheit, Development Director
D. Wilson, Town Engineer

OFFICE OF THE CORPORATION COUNSEL

To: Mayor Michael P. Walsh

From: Richard P. Gentile

Date: January 26, 2022

RE: Environmental Land Use Restriction

The Town holds two easements that allow the Town to drain storm water onto land owned by Raytheon Technologies Corporation ("Raytheon") in the Willow Brook Pond area. Raytheon is working with the State to mitigate environmental issues in this area and has asked the Town to subordinate its easements so that the remediation plan, as set forth in a new Environmental Land Use Restriction ("ELUR"), can move forward. In 2010 The Town Council voted to subordinate its rights under the easements to a previous ELUR. We have been asked to sign a "Certification of Agreement to Subordinate an Interest to an Environmental Land Use Restriction" and "Subordination," in the general form attached to this memo. The forms will be finalized upon execution of the ELUR.

I have reviewed this matter, including the referenced agreements and attached map, with our Town Engineer. We are both comfortable that the subordination agreement will not affect the Town's right to drain onto Raytheon's property as contemplated under the easements.

Raytheon's Counsel has indicated that timing is critical. Accordingly, I ask that the Town Council take up this matter at its February 1 meeting, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee. The Council may consider the following motion.

Move: That the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee, authorize Mayor Michael P. Walsh to execute a "Certification of Agreement to Subordinate an Interest to an Environmental Land Use Restriction" and "Subordination," in the general form attached hereto, with such non-material changes as the Office of Corporation Counsel deems necessary and appropriate, through which the Town will subordinate (i) a certain easement granted by Joseph J. Peltz and J. H. Tichenor to the Town dated April 3, 1951 and recorded April 18, 1951 in Volume 173, Page 509 of the East Hartford Land Records; and (ii) a certain easement granted by Stone and Goldberg Associates to the Town dated November 20, 1979 and recorded November 30, 1979 in Volume 715, Page 280 of the East Hartford Land Records, to the lien and operation of a Declaration of Environmental Land Use Restrictions to be executed between the State of Connecticut, Department of Energy and Environmental Protection and Raytheon Technologies Corporation.

SUBORDINATION

This Subordination is made as of this ____ day of _____, 2022, by **Town of East Hartford**, a municipal corporation organized and existing under the laws of the State of Connecticut and having its territorial limits within the County of Hartford and State of Connecticut (the “**Town**”).

WHEREAS, **Raytheon Technologies Corporation, Pratt & Whitney Division (“RTX”)** is the owner of a certain piece, parcels or tracts of land situated in the Town of East Hartford, County of Hartford and State of Connecticut, comprising a portion of the property known as 400 Main Street, East Hartford, Connecticut, and is more particularly described in **Exhibit A** attached hereto and made a part hereof together with all appurtenances thereto and improvements thereon (the “**Property**”);

WHEREAS, the Town holds an interest in the Property pursuant to the following documents: (i) a certain easement granted by Joseph J. Peltz and J. H. Tichenor to the Town dated April 3, 1951 and recorded April 18, 1951 in Volume 173, Page 509 of the East Hartford Land Records; and (ii) a certain easement granted by Stone and Goldberg Associates to the Town dated November 20, 1979 and recorded November 30, 1979 in Volume 715, Page 280 of the East Hartford Land Records (collectively, the “**Easements**”); and

WHEREAS, in accordance with Section 22a-133o of the Connecticut General Statutes, as amended, RTX and the Connecticut Department of Energy and Environmental Protection entered into a Declaration of Environmental Land Use Restriction and Grant of Easement [which is recorded in Volume _____, Page _____ of the East Hartford Land Records] (the “**ELUR**”) [which will be recorded simultaneously with this Subordination in the East Hartford Land Record]; and

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the undersigned does covenant and declare as follows:

1. The Town of East Hartford hereby irrevocably subordinates the lien and operation of the Easements to the lien and operation of the ELUR.
2. This Agreement shall be binding upon the Town’s heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Town of East Hartford has caused its name to be subscribed as of this _____ day of _____ 2022.

Signed, sealed and delivered in the presence of:

TOWN OF EAST HARTFORD

Name:

By: Michael Walsh
Title: Mayor

Name:

STATE OF CONNECTICUT)

) ss: EAST HARTFORD _____, 2022
COUNTY OF HARTFORD)

Personally appeared Michael Walsh, Mayor of the Town of East Hartford, signer and sealer of the foregoing Instrument, who acknowledged the same to be her free act and deed and the free act and deed of the Town of East Hartford, before me.

Richard P. Gentile, Esq.
Commissioner of the Superior Court

EXHIBIT A

Property Description

This description is based on the map prepared by Loureiro Engineering Associates, Inc., 100 Northwest Drive, Plainville, Connecticut on September 20, 2006, (Map A – Subject Area A) and last revised on August 11, 2009.

That certain piece or parcel of land situated on the easterly side of Main Street, in the Town of East Hartford, County of Hartford, State of Connecticut containing 397,878± square feet being further bounded and described as follows:

Beginning at a monument in the easterly street line of said Main Street, said point being the northwesterly corner of land now or formerly United Technologies Corporation, Pratt & Whitney Aircraft and the northern line of an existing culvert crossing under Main Street and the northwesterly corner of herein described parcel;

Thence north 34°43'34" east 161.35 feet to a point;

Thence north 46°48'52" east 40.85 feet to a point;

Thence north 14°43'20" west 31.16 feet to a point;

Thence on a curve to the right having a radius of 25.00 feet, an arc length of 27.77 feet and a chord direction of north 17°06'20" east for a chord distance of 26.37 feet to a point;

Thence north 48°56'00" east 176.43 feet to a point;

Thence north 73°47'40" east 95.16 feet to a point;

Thence north 31°37'17" east 111.68 feet to a point;

Thence north 20°01'08" east 52.31 feet to a point;

Thence north 32°23'08" east 99.97 feet to a point;

Thence north 68°19'20" east 93.31 feet to a point;

Thence north 79°26'43" east 176.85 feet to a point;

Thence south 08°54'52" east 149.33 feet to a point;

Thence north 76°49'26" east 499.18 feet to a point;

Thence north 20° 55'30" east 114.92 feet to a point;

Thence north 03°28'39" west 89.56 feet to a point;

Thence north 76°17'40" east 192.72 feet to a point;

Thence north 78°38'26" east 293.87 feet to a point;

Thence north 79°18'15" east 115.40 feet to a point;

Thence north 74°11'24" east 79.26 feet to a point;

Thence south 24°14'26" east 87.45 feet to a point;

Thence south $60^{\circ}56'39''$ west 546.65 feet to a point;
Thence south $30^{\circ}38'25''$ west 229.98 feet to a point;
Thence south $10^{\circ}45'31''$ east 69.71 feet to a point;
Thence north $79^{\circ}04'48''$ west 86.61 feet to a point;
Thence south $62^{\circ}42'12''$ west 150.91 feet to a point;
Thence north $66^{\circ}01'23''$ west 131.79 feet to a point;
Thence on a curve to the right having a radius of 25.00 feet, an arc length of 27.17 feet and a chord direction of north $73^{\circ}01'04''$ west for a chord distance of 25.85 feet to a point;
Thence north $15^{\circ}40'46''$ west 126.52 feet to a point;
Thence south $83^{\circ}33'37''$ west 252.81 feet to a point;
Thence south $89^{\circ}10'13''$ west 145.43 feet to a point;
Thence on a curve to the left having a radius of 150.00 feet, an arc length of 130.38 feet and a chord direction of south $66^{\circ}23'32''$ west for a chord distance of 126.32 feet to a point;
Thence south $47^{\circ}24'42''$ west 43.04 feet to a point;
Thence south $61^{\circ}05'29''$ west 71.17 feet to a point;
Thence on a curve to the left having a radius of 150.00 feet, an arc length of 61.98 feet and a chord direction of south $46^{\circ}13'18''$ west for a chord distance of 61.54 feet to a point;
Thence south $53^{\circ}58'33''$ west 222.10 feet to a point;
Thence south $35^{\circ}26'02''$ west 108.11 feet to a point;
Thence south $35^{\circ}13'02''$ west 115.79 feet to a point;
Thence north $80^{\circ}04'06''$ west 19.30 feet to a point;
Thence north $25^{\circ}17'56''$ west 12.06 feet to a point;
Thence north $63^{\circ}38'40''$ east 21.96 feet to a point;
Thence on a curve to the left having a radius of 1990.08 feet, an arc length of 41.24 feet and a chord direction of north $27^{\circ}04'51''$ west for a chord distance of 41.24 feet to a point;
Thence south $63^{\circ}06'09''$ west 20.79 feet to a monument, said monument being the point or place of beginning.

Legal Name of Owner

Attn: *Name, Title*

Company

Street Address

Town, State, Zip

Re: Environmental Land Use Restriction

Parcel Address

Town, CT

**Certification of Agreement to Subordinate an Interest to an
Environmental Land Use Restriction**

Name of Interest Holder, is the owner of the interest recorded at *Volume/Page* of the municipal land records of *Town*, Connecticut in a parcel of real property known as *Name and Street Address of Parcel to be Subject to ELUR Town*, Connecticut which is currently owned by *Legal Name of Owner*. I *Name of Person Signing this Document*, am authorized to enter into agreements on behalf of *Name of Interest Holder OR "myself" if an individual* and have reviewed the draft subordination agreement, attached hereto, to the proposed Environmental Land Use Restriction (ELUR) also attached hereto, dated *Enter Date*.

In accordance with section 22a-133q-2(b)(6) of the Connecticut General Statutes, *Name of Interest Holder* agrees, for the benefit of *Legal Name of Owner* and the Commissioner of the Department of Energy and Environmental Protection, to execute the draft subordination agreement, for recordation on the *Town* Land Records simultaneously with the ELUR, except that, if any substantive change is made to the restrictions or obligations set out in the proposed ELUR after the date of this agreement, *Name of Interest Holder* shall not be required to execute the draft agreement and subordinate to such modified ELUR.

Printed:
Title:

Date

Instructions: Any ELUR pursuant to the Environmental Use Restriction Regulations ("EUR regulations") shall be in the following template.

This template shall be used for any ELUR approved by the Commissioner or a LEP pursuant to the EUR regulations. The appropriate information shall be inserted into the *text boxes*.

Instructions which are included in *italicized grey text* and non-applicable options shall be deleted prior to signature.

SURVEYS SHOULD BE RECORDED PRIOR TO RECORDATION OF THE ELUR DOCUMENTS.

After Recording Return to:

Connecticut Department of Energy and Environmental Protection
Environmental Use Restriction Coordinator
Bureau of Water Protection and Land Reuse
Remediation Division
79 Elm Street
Hartford, Connecticut 06106-5127
Re: 7253

DECLARATION OF ENVIRONMENTAL LAND USE RESTRICTION AND GRANT OF
EASEMENT

This Declaration of Environmental Land Use Restriction ("ELUR") and Grant of Easement is made this ____ day of _____, 20____, between Raytheon Technologies, Pratt & Whitney Division (the "Grantor") and the Commissioner of the Department of Energy and Environmental Protection of the State of Connecticut (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the Owner in fee simple of certain real property (the "Property") described below:

Street address: 400 Main Street
City/Town: East Hartford
State: Connecticut
Assessor's Map: N/A And/or Assessor's Account Number: 8634
Volume and Page of Deed: 112-364, 135-442, 164-304, and 502-143

A description of the Property is attached hereto as Exhibit A, which is made a part hereof; and

WHEREAS, this Declaration of Environmental Land Use Restriction and Grant of Easement ("ELUR") and associated exhibits identified herein, collectively represent the ELUR for the subject property, and

WHEREAS, the Grantee has the authority to enter into this ELUR pursuant to sections 22a-5, 22a-6, and 22a-133o et seq. of the Connecticut General Statutes and Section 22a-133q-1 to 22a-133q-9, inclusive, of the Regulations of Connecticut State Agencies ("EUR regulations"); and

*Select the language for Commissioner approval or for LEP approval, if eligible pursuant to section 22a-133y of the Connecticut General Statutes and 22a-133q-2(f) of the Regulations of Connecticut State Agencies, and **delete the non-applicable box.***

Language for Commissioner approval:

WHEREAS, the Grantee has determined that the ELUR set forth below is consistent with regulations adopted pursuant to section 22a-133k of the Connecticut General Statutes; and

WHEREAS, the Grantee has determined that this ELUR will effectively protect human health and the environment from the hazards of pollution on the Property; and

WHEREAS, the Grantee's written acceptance of this ELUR is evidenced by the signature of the Commissioner or Commissioner's designee below; and

Language for LEP approval pursuant to section 22a-133y of the Connecticut General Statutes and 22a-133q-2(f) of the Regulations of Connecticut State Agencies:

WHEREAS, section 22a-133y of the Connecticut General Statutes includes provisions for the approval of an ELUR by a LEP; and

WHEREAS, the LEP whose signature appears below has determined that the ELUR set forth below is consistent with the EUR regulations, section 22a-133q-1 to 22a-133q-9, inclusive, of the Regulations of Connecticut State Agencies, adopted pursuant to section 22a-133k and section 22a-133o of the Connecticut General Statutes; and

WHEREAS, the Grantee's written approval of this ELUR is evidenced by the signature and seal of the LEP below; and

WHEREAS, the LEP whose signature and seal appears below and in the EUR opinion attached hereto as Exhibit B has determined that this ELUR will effectively protect human health and the environment from the hazards of pollution; and

WHEREAS, the EUR opinion attached hereto as Exhibit B which is made a part hereof, includes the information required by section 22a-133q-5 of the Regulations of Connecticut State Agencies; and

WHEREAS, the Property or portion thereof that is subject to this ELUR (the "Subject Area") and identified in the survey attached hereto as Exhibit C which is made a part hereof, contains pollutants; and

WHEREAS, to prevent exposure to, or migration of, such pollutants and to abate hazards to human health and the environment, and in accordance with the EUR opinion, the Grantor desires to impose certain restrictions upon the use, occupancy, and activities of and at the Subject Area, and to grant this ELUR to the Grantee on the terms and conditions set forth below; and

WHEREAS, Grantor intends that such restrictions shall run with the land and be binding upon and enforceable against Grantor and Grantor's successors and assigns.

NOW, THEREFORE, Grantor agrees as follows:

1. Purpose. In accordance with the EUR opinion, the purpose of this ELUR is to assure that the use and activity at the Property and the Subject Area is restricted, obligations are carried out, and conditions maintained in accordance with the requirements of the EUR opinion, attached hereto as Exhibit B.

2. Restrictions and Obligations Applicable to the Subject Area. In furtherance of the purposes of this ELUR, Grantor shall assure that use, occupancy, and activity of and at the Subject Area are conducted in accordance with the EUR opinion attached hereto as Exhibit B. The Grantor shall fulfill the obligations and maintain the conditions necessary to meet the objectives of the ELUR in accordance with the requirements of the EUR opinion attached hereto as Exhibit B. Such restrictions shall remain in effect unless and until a release is obtained under paragraph 5 below.

3. Except as provided in paragraphs 4 and 5 below, no action shall be taken, allowed, suffered, or omitted if such action or omission is reasonably likely to:

- i. Create a risk of migration of pollutants or a potential hazard to human health or the environment; or
- ii. Result in a disturbance of the integrity of any engineered controls or remedies designed or utilized at the Subject Area to contain pollutants or limit human exposure to pollutants.

4. Emergencies. In the event of an unforeseen combination of circumstances or the resulting state that calls for immediate action to prevent a significant risk to human health or the environment, the destruction of property, or the disruption of public utility service, the application of paragraphs 2 and 3 above may be suspended, provided such risk cannot be abated without suspending said paragraphs and the Grantor:

- i. Immediately notifies the Grantee of the emergency;
- ii. Limits both the extent and duration of the suspension to the minimum reasonably necessary to adequately respond to the emergency;
- iii. Implements all measures necessary to limit actual and potential present and future risk to human health and the environment resulting from such suspension; and
- iv. After the emergency is abated, implements a plan approved in writing by the Grantee, on a schedule approved by the Grantee, to ensure that the Subject Area is remediated in accordance with sections 22a-133k-1 to 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies and restored to the condition described in the ELUR.

5. Release of ELUR; Temporary Allowable Disturbance. Except as provided in paragraph 4, the Grantor shall not make, or allow or suffer to be made, any alteration of any kind in, to, or about any portion of any Subject Area inconsistent with this ELUR unless and until, either:

- i. A Temporary Allowable Disturbance is implemented in accordance with section 22a-133q-6 of the Regulations of Connecticut State Agencies, or
- ii. A release has been approved by the Grantee in accordance with section 22a-133q-7 of the Regulations of Connecticut State Agencies.

6. Grant of Easement to the Grantee. Grantor hereby grants and conveys to the Grantee, the Grantee's agents, contractors, and employees, and to any person performing pollution remediation activities under the direction thereof, a non-exclusive easement (the "Easement") over the Subject Area and over such other parts of the Property as are necessary for access to the Subject Area or for carrying out any actions to abate a threat to human health or the environment associated with the Subject Area. Pursuant to this Easement, the Grantee, the Grantee's agents, contractors, and employees, and any person performing pollution remediation activities under the direction thereof, may enter upon and inspect the Property and perform such investigations and actions as the Grantee deems necessary for any one or more of the following purposes:

i. Ensuring that use, occupancy, and activities of and at the Property are consistent with this ELUR;

ii. Ensuring that any remediation implemented complies with sections 22a-133k-1 to 22a-133k-3, inclusive, of the Regulations of Connecticut State Agencies;

iii. Performing any additional investigations or remediation necessary to protect human health and the environment;

iv. Ensuring that the Grantor is fulfilling the obligations of the ELUR and maintaining the conditions necessary to meet the purposes of the ELUR; and

v. Ensuring the structural integrity of any engineered controls described in Exhibit B and their continuing effectiveness in containing pollutants and limiting human exposure to pollutants.

7. Notice and Time of Entry onto Property. Entry onto the Property by the Grantee pursuant to this Easement shall be upon reasonable notice and at reasonable times, provided that entry shall not be subject to these limitations if the Grantee determines that immediate entry is necessary to protect human health or the environment.

8. Notice to Lessees and Other Holders of Interests in the Property. Grantor, or any future holder of any interest in the property, shall cause any lease, grant, or other transfer of any interest in the Property to include a provision expressly requiring the lessee, grantee, or transferee to comply with this ELUR. The failure to include such provision shall not affect the enforceability, validity or applicability to the Property of this ELUR.

9. At least 30 days prior to transferring an interest in the property, the Grantor shall submit to the potential purchaser a complete copy of the EUR and copies of all documents required to be retained by the Owner pursuant to section 22a-133q-9 of the Regulations of Connecticut State Agencies.

10. Persons Entitled to Enforce Restrictions. The restrictions in this ELUR on use, occupancy, and activity of and at the Property shall be enforceable in accordance with section 22a-133p of the Connecticut General Statutes.

11. Severability and Termination. If any court of competent jurisdiction determines that any provision of this ELUR is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court. In the event that the provision invalidated is of such nature that it

cannot be so modified, the provision shall be deemed deleted from this instrument as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect. Further, in either case, the Grantor shall submit a copy of this restriction and of the Judgment of the Court to the Grantee.

12. **Binding Effect.** All of the terms, covenants and conditions of this ELUR shall run with the land and shall be binding on the Grantor, the Grantor's successors and assigns, and any other party entitled to possession or use of the Property during such period of ownership or possession.

13. **Terms Used Herein.** The definitions of terms used herein shall be the same as the definitions contained in sections 22a-133k-1 and 22a-133q-1 of the Regulations of Connecticut State Agencies as said sections existed on the date of execution of this ELUR.

14. **Burden of Proof.** With respect to any claim or cause of action asserted by the Grantee against the Grantor under this ELUR, the Grantor shall bear the burden of proving that any activities at the subject area do not or will not violate the restrictions imposed by this ELUR, that the obligations of the ELUR have been carried out, and that conditions at the Subject Area have been maintained in accordance with the requirements of the EUR opinion. The Grantor, or its successors in interest, shall be responsible for demonstrating that use on the property is in conformity with the ELUR.

15. **Inspections.** The Grantor or its successors and assigns shall perform or cause to be performed the inspections required by section 22a-133q-8 of the Regulations of Connecticut State Agencies. If the required inspection indicates non-compliance with the ELUR, the Grantor or its successors and assigns shall take the action required by section 22a-133q-8 of the Regulations of Connecticut State Agencies.

16. **Non-Waiver.** No failure on the part of the Grantee at any time to require performance of any term of this ELUR shall be taken or held to be a waiver of such term or in any way affect the Grantee's rights to enforce such term.

17. Nothing in this ELUR shall affect the Grantee's authority to institute any proceeding, or take any action to prevent or abate pollution, to recover costs and natural resource damages, and to impose penalties for violations of law or violations of this ELUR. If at any time the Grantee determines that the ELUR does not protect human health and the environment from the hazards of pollution, the Grantee may institute any proceeding, or take any action to require further investigation or further action to prevent or abate pollution. The approval of this ELUR relates only to pollution or contamination identified in the EUR opinion attached hereto as Exhibit B of this ELUR.

18. The Grantor shall retain copies of all documents related to this ELUR as required by section 22a-133q-9 of the Regulations of Connecticut State Agencies.

19. **DEEP Contact Information.** Any document required to be submitted to DEEP pursuant to this ELUR shall, unless otherwise specified in writing by DEEP, be directed to:

Connecticut Department of Energy and Environmental Protection
Environmental Use Restriction Coordinator
Bureau of Water Protection and Land Reuse
Remediation Division

79 Elm Street
Hartford, Connecticut 06106-5127
Re: 7253

Signature Page Follows

By signing below the undersigned certifies that:

- i. He or she is fully authorized to sign this ELUR.
- ii. The Grantor has the power and authority to enter into this ELUR, to grant the restrictions, fulfill the obligations, and maintain the conditions necessary to meet the objectives of the ELUR in accordance with the requirements of the EUR opinion attached hereto and made a part hereof as Exhibit B.

In witness whereof, the undersigned has/have executed this ELUR this ____ day of _____, 20____.

Select Applicable Signature Block, and delete the non-applicable signature blocks

If for an entity:

Witnessed by:	Raytheon Technologies, Pratt & Whitney Division
Signature of Witness 1	By:
Printed/typed name of Witness 1	S. Anita Stone, It's duly authorized Vice President & Counsel, Operations
Signature of Witness 2	
Printed/typed name of Witness 2	

Mailing Address:
Street Address: 400 Main Street, M/S 132-12
City/Town: East Hartford
State and Zip Code: Connecticut 06118

Notarization Language for Grantor Acknowledgement - select appropriate notarization language from one of the choices below and delete the non-applicable notarization language.

If the Grantor is a Corporation:

State of Connecticut _____
County of Hartford _____

On this ____ day of _____, 20____ before me, _____, the undersigned officer, personally appeared S. Anita Stone, who acknowledged himself /herself to be the Vice President & Counsel, Operations of Raytheon Technologies, Pratt & Whitney Division, a corporation, and that he/she, as such Vice President & Counsel, Operations, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Vice President & Counsel, Operations.

In witness whereof I hereunto set my hand.

Choose an item
Date Commission Expires:

Grantee Signature Block - select one of the two choices below, as applicable and delete the non-applicable option.

This choice is used for all ELURs except those approved pursuant to section 22a-133y of the Connecticut General Statutes.

<p>Grantee: The Grantee, the Commissioner of Energy and Environmental Protection or by the Commissioner's designee, Graham J. Stevens, Bureau Chief.</p> <p>By: _____</p> <p>Date: _____</p> <p>Printed/typed name: _____</p> <p>Its Duly Authorized: Bureau Chief</p> <p>Mailing Address:</p> <p>Connecticut Department of Energy and Environmental Protection Environmental Use Restriction Coordinator Bureau of Water Protection and Land Reuse Remediation Division 79 Elm Street Hartford, Connecticut 06106-5127 Re: 7253</p>

Exhibit A. Parcel Description (Metes and Bounds)

Raytheon Technologies, Pratt & Whitney Division
400 Main Street
East Hartford, CT

The Parcel Description (Metes and Bounds as derived from Exhibit C. ELUR Survey. "Legal Description" from the Deed may also be included) is as follows:

Consolidated Parcel 2

BEGINNING AT A CHD MONUMENT FOUND MARKING A POINT OF CURVATURE IN THE EASTERLY STREET LINE OF MAIN STREET APPROXIMATELY 430 FEET SOUTHERLY OF THE INTERSECTION OF THE SOUTHERLY LINE OF WILLOW STREET WITH THE EASTERLY STREET LINE OF MAIN STREET.
THENCE, N 17°12'28" W A DISTANCE OF 309.85 FEET TO A CHD MONUMENT.
THENCE, N 18°25'45" W A DISTANCE OF 87.28 FEET TO A POINT.
THENCE, N 31°56'14" E A DISTANCE OF 30.15 FEET TO A POINT.
THENCE, N 25°24'24" W A DISTANCE OF 213.86 FEET TO A POINT.
THENCE, N 63°32'13" E A DISTANCE OF 21.96 FEET TO A POINT OF A CURVE.
THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01°11'15" A RADIUS OF 1990.08 AND AN ARC LENGTH OF 41.24 FEET TO A POINT, SAID POINT BEING LOCATED N 27°11'17" W A CHORD DISTANCE OF 41.24 FEET FROM SAID POINT ON A CURVE.
THENCE, S 62°59'41" W A DISTANCE OF 20.79 FEET TO A POINT.
THENCE, N 25°21'31" W A DISTANCE OF 31.75 FEET TO A POINT.
THENCE, N 29°14'24" W A DISTANCE OF 225.72 FEET TO A POINT BEING THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED. THE LAST NINE COURSES BEING ALONG THE EASTERLY STREET LINE OF MAIN STREET.
THENCE, N 73°41'10" E A DISTANCE OF 489.67 FEET TO A POINT.
THENCE, N 31°30'47" E A DISTANCE OF 108.33 FEET TO A POINT.
THENCE, N 19°54'38" E A DISTANCE OF 50.62 FEET TO A POINT.
THENCE, N 32°16'38" E A DISTANCE OF 102.46 FEET TO A POINT.
THENCE, N 68°12'50" E A DISTANCE OF 91.35 FEET TO A POINT.
THENCE, N 79°20'13" E A DISTANCE OF 180.00 FEET TO A POINT.
THENCE, S 09°01'22" E A DISTANCE OF 147.34 FEET TO A POINT.
THENCE, N 76°32'48" E A DISTANCE OF 497.40 FEET TO A POINT.
THENCE, N 20°46'42" E A DISTANCE OF 112.47 FEET TO A POINT.
THENCE, N 03°35'02" W A DISTANCE OF 90.00 FEET TO A POINT.
THENCE, N 76°11'28" E A DISTANCE OF 245.01 FEET TO A POINT.
THENCE, N 79°14'58" E A DISTANCE OF 358.63 FEET TO A POINT.
THENCE, N 03°48'02" W A DISTANCE OF 373.46 FEET TO A MONUMENT FOUND MARKING A POINT ON THE SOUTHERLY STREET LINE OF SITION STREET.
THENCE, N 79°26'46" E A DISTANCE OF 197.84 FEET TO A POINT.
THENCE, N 37°33'03" W A DISTANCE OF 74.16 FEET TO A POINT.
THENCE, N 25°40'24" W A DISTANCE OF 379.65 FEET TO A POINT.
THENCE, N 10°02'44" W A DISTANCE OF 404.09 FEET TO A MONUMENT FOUND

MARKING A POINT ON THE EASTERLY STREET LINE OF MERCER AVENUE. THE LAST THREE COURSES BEING ALONG THE EASTERLY STREET LINE OF MERCER AVENUE.

THENCE, N 80°49'39" E A DISTANCE OF 31.90 FEET TO A POINT.

THENCE, N 80°44'28" E A DISTANCE OF 95.14 FEET TO A POINT.

THENCE, N 79°17'23" E A DISTANCE OF 513.32 FEET TO A POINT ON THE EASTERLY STREET LINE OF WHITNEY STREET.

THENCE, N 08°07'01" W A DISTANCE OF 303.18 FEET ALONG THE EASTERLY STREET LINE OF WHITNEY STREET TO A MONUMENT FOUND.

THENCE, N 79°35'08" E A DISTANCE OF 150.00 FEET TO A MONUMENT FOUND.

THENCE, N 08°22'06" W A DISTANCE OF 150.45 FEET TO A POINT.

THENCE, S 79°36'41" W A DISTANCE OF 150.00 FEET TO A POINT ON THE EASTERLY STREET LINE OF WHITNEY STREET.

THENCE, N 03°21'17" W A DISTANCE OF 39.87 FEET TO A POINT ALONG THE EASTERLY STREET LINE OF WHITNEY STREET.

THENCE, N 80°03'17" E A DISTANCE OF 789.20 FEET TO A POINT.

THENCE, N 00°25'50" E A DISTANCE OF 198.43 FEET TO A MONUMENT FOUND.

THENCE, N 78°23'49" E A DISTANCE OF 90.96 FEET TO A POINT.

THENCE, N 09°25'46" W A DISTANCE OF 500.50 FEET TO AN IRON PIN FOUND.

THENCE, N 79°00'30" E A DISTANCE OF 90.00 FEET TO A POINT.

THENCE, N 08°44'31" W A DISTANCE OF 137.36 TO A POINT ON THE SOUTHERLY TAKING LINE OF STATE ROUTE 502 (SILVER LANE).

THENCE, N 84°21'38" E A DISTANCE OF 216.71 FEET TO A POINT.

THENCE, S 88°30'14" E A DISTANCE OF 64.60 FEET TO A POINT.

THENCE, N 79°32'58" E A DISTANCE OF 109.95 FEET TO A POINT.

THENCE, N 78°23'59" E A DISTANCE OF 57.47 FEET TO A POINT.

THENCE, S 52°11'10" E A DISTANCE OF 9.37 FEET TO A POINT.

THENCE, N 78°26'28" E A DISTANCE OF 108.00 FEET TO A POINT.

THENCE, N 29°02'43" E A DISTANCE OF 9.48 FEET TO A POINT.

THENCE, N 78°23'59" E A DISTANCE OF 33.08 FEET TO A POINT.

THENCE, N 77°00'30" E A DISTANCE OF 152.67 FEET TO A POINT.

THENCE, N 79° 32'58" E A DISTANCE OF 53.64 FEET TO A POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 09°22'22" A RADIUS OF 620.00 FEET AND AN ARC LENGTH OF 101.42 FEET TO A POINT. THE LAST ELEVEN COURSES BEING ALONG THE SOUTHERLY TAKING LINE OF STATE ROUTE 502 (SILVER LANE).

THENCE, S 08°38'54" E A DISTANCE OF 133.91 FEET TO A POINT.

THENCE, S 84°02'13" E A DISTANCE OF 50.00 FEET TO A POINT.

THENCE, S 58°25'08" E A DISTANCE OF 115.28 FEET TO A POINT.

THENCE, N 81°04'44" E A DISTANCE OF 66.73 FEET TO A POINT.

THENCE, N 82°59'51" E A DISTANCE OF 50.00 FEET TO A POINT.

THENCE, S 07°13'39" E A DISTANCE OF 391.47 FEET TO A MONUMENT FOUND.

THENCE, N 80°03'45" E A DISTANCE OF 133.20 FEET TO A POINT.

THENCE, N 81°49'47" E A DISTANCE OF 145.03 FEET TO A POINT.

THENCE, N 78°35'05" E A DISTANCE OF 153.97 FEET TO A POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF

37°56'04" A RADIUS OF 278.73 FEET AND AN ARC OF LENGTH OF 184.54 FEET TO A POINT. SAID POINT BEARING S 82°42'18" E A CHORD DISTANCE OF 181.19 FEET FROM SAID POINT OF CURVATURE.

THENCE, S 09°31'35" E A DISTANCE OF 1456.72 FEET TO A POINT.

THENCE, N 78°58'52" E A DISTANCE OF 577.79 FEET TO A POINT.

THENCE, N 89°02'30" E A DISTANCE OF 67.51 FEET TO A POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38°14'17" A RADIUS OF 243.00 FEET AND AN ARC LENGTH OF 162.17 TO A POINT OF COMPOUND CURVATURE. SAID POINT OF COMPOUND CURVATURE BEARING S 71°50'22" E A CHORD DISTANCE OF 159.18 FEET FROM SAID POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°06'23" A RADIUS OF 215.00 FEET AND AN ARC LENGTH OF 82.95 FEET TO A POINT. SAID POINT BEARING S 41°40'01" E A CHORD DISTANCE OF 82.44 FEET FROM SAID POINT OF COMPOUND CURVATURE.

THENCE, S 41°54'50" W A DISTANCE OF 41.56 FEET TO A POINT.

THENCE, S 21°26'30" W A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE. THE LAST SEVEN COURSES BEING ALONG LAND OF THE STATE OF CONNECTICUT.

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33°04'25" A RADIUS OF 465.00 FEET AND AN ARC LENGTH OF 286.42 FEET TO A POINT. SAID POINT BEARING N 85°05'43" W A CHORD DISTANCE OF 264.71 FEET FROM SAID POINT ON A CURVE.

THENCE, S 78°22'05" W A DISTANCE OF 284.71 FEET TO A POINT.

THENCE, S 08°54'17" W A DISTANCE OF 37.73 FEET TO A POINT.

THENCE, N 81°05'47" W A DISTANCE OF 135.42 FEET TO A POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 32°21'02" A RADIUS OF 694.90 FEET AND AN ARC LENGTH OF 392.36 FEET TO A POINT. SAID POINT BEARING N 64°55'16" W A CHORD DISTANCE OF 387.16 FEET FROM, SAID POINT OF CURVATURE.

THENCE, S 67°11'34" W A DISTANCE OF 225.86 FEET TO A POINT.

THENCE, S 38°36'03" W A DISTANCE OF 799.82 FEET TO A POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27°30'59" A RADIUS OF 108.00 AND AN ARC LENGTH OF 51.87 FEET TO A POINT OF REVERSE CURVATURE. SAID POINT OF REVERSE CURVATURE BEARING S 11°08'24" E A CHORD DISTANCE OF 51.37 FEET FROM SAID POINT OF CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'17" A RADIUS OF 573.00 FEET AND AN ARC LENGTH OF 358.24 FEET TO A POINT OF COMPOUND CURVATURE. SAID POINT OF COMPOUND CURVATURE BEARING S 06°59'15 E A CHORD DISTANCE OF 352.43 FEET FROM SAID POINT OF REVERSE CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 17°33'42" A RADIUS OF 57.00 FEET AND AN ARC LENGTH OF 17.47 FEET TO A POINT. SAID POINT BEARING S 19°42'14" W A CHORD DISTANCE OF 17.40 FEET FROM SAID POINT OF COMPOUND CURVATURE.

THENCE, S 28°29'05" W A DISTANCE OF 163.12 FEET TO A POINT.

THENCE, S 29°39'36" W A DISTANCE OF 202.53 FEET TO A POINT.

THENCE, S 29°34'35" W A DISTANCE OF 712.83 FEET TO A POINT.
THENCE, S 29°15'07" W A DISTANCE OF 514.92 FEET TO A POINT.
THENCE, S 29°19'11" W A DISTANCE OF 1165.34 FEET TO A POINT.
THENCE, S 25°10'14" W A DISTANCE OF 28.65 FEET TO A POINT.
THENCE, S 19°28'56" W A DISTANCE OF 98.56 FEET TO A POINT.
THENCE, S 00°34'30" E A DISTANCE OF 9.54 FEET TO A POINT.
THENCE, S 07°36'46" E A DISTANCE OF 31.91 FEET TO A POINT.
THENCE, S 83°22'03" W A DISTANCE OF 7.48 FEET TO A POINT OF CURVATURE.
THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 12°11'30"
A RADIUS OF 500.00 FEET AND AN ARC LENGTH OF 106.39 FEET TO A POINT. SAID
POINT BEARING S 03°06'04" E A CHORD DISTANCE OF 106.19 FEET FROM SAID
POINT OF CURVATURE.
THENCE, S 09°11'49" E A DISTANCE OF 109.75 FEET TO A POINT.
THENCE, N 79°26'35" E A DISTANCE OF 8.56 FEET TO A POINT.
THENCE, S 10°33'25" E A DISTANCE OF 42.19 FEET TO A POINT.
THENCE, S 79°26'35" W A DISTANCE OF 8.99 FEET TO A POINT.
THENCE, S 10°33'25" E A DISTANCE OF 205.23 FEET TO A POINT.
THENCE, S 46°38'44" M
W A DISTANCE OF 39.49 FEET TO A POINT.
THENCE, S 24°32'21" W A DISTANCE OF 236.92 FEET TO A POINT.
THENCE, S 30°20'25" W A DISTANCE OF 174.69 FEET TO A POINT.
THENCE, S 30°55'50" W A DISTANCE OF 153.95 FEET TO A POINT OF CURVATURE.
THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42°16'18"
A RADIUS OF 120.00 FEET AND AN ARC LENGTH OF 88.53 FEET TO A POINT. SAID
POINT BEARING S 09°47'41" W A CHORD DISTANCE OF 86.54 FEET FROM SAID
POINT OF CURVATURE.
THENCE, S 11°20'28" E A DISTANCE OF 67.61 FEET TO A POINT.
THENCE, S 56°13'29" E A DISTANCE OF 100.82 FEET TO A POINT.
THENCE, N 79°37'56" E A DISTANCE OF 248.09 FEET TO A POINT.
THENCE, N 46°01'48" E A DISTANCE OF 7.46 FEET TO A POINT.
THENCE, N 80°07'55" E A DISTANCE OF 499.69 FEET TO A POINT.
THENCE, N 11°16'05" W A DISTANCE OF 9.51 FEET TO A POINT.
THENCE, N 78°43'55" E A DISTANCE OF 177.64 FEET TO A POINT.
THENCE, S 11°16'05" E A DISTANCE OF 130.73 FEET TO A POINT.
THENCE, S 17°48'57" E A DISTANCE OF 112.11 FEET TO A POINT.
THENCE, N 79°25'03" E A DISTANCE OF 18.94 FEET TO A POINT.
THENCE, S 10°34'57" E A DISTANCE OF 12.80 FEET TO A POINT.
THENCE, N 79°07'10" E A DISTANCE OF 194.62 FEET TO A POINT.
THENCE, N 85°14'18" E A DISTANCE OF 71.73 FEET TO A POINT ON THE
NORTHERLY STREET LINE OF BREWER STREET.
THENCE, S 79°27'32" W A DISTANCE OF 471.79 FEET TO A MONUMENT FOUND.
THENCE, S 78°57'00" W A DISTANCE OF 250.24 FEET TO A POINT.
THENCE, S 78°56'39" W A DISTANCE OF 208.52 FEET TO A POINT.
THENCE, S 79°35'11" W A DISTANCE OF 60.00 FEET TO A POINT. THE LAST FOUR
COURSES BEING ALONG THE NORTHERLY STREET LINE OF BREWER STREET.
THENCE, N 10°23'13" W A DISTANCE OF 200.00 FEET TO A MONUMENT FOUND.

THENCE, S 79°09'14" W A DISTANCE OF 381.93 FEET TO A POINT.
THENCE, S 79°42'24" W A DISTANCE OF 39.98 FEET TO A POINT.
THENCE, S 79°43'44" W A DISTANCE OF 50.11 FEET TO A POINT.
THENCE, S 09°42'22" E A DISTANCE OF 50.00 FEET TO A MONUMENT FOUND.
THENCE, S 79°40'58" W A DISTANCE OF 66.95 FEET TO A POINT.
THENCE, S 10°38'58" E A DISTANCE OF 150.00 FEET TO A POINT ON THE
NORTHERLY STREET LINE OF BREWER STREET.
THENCE, S 79°32'46" W A DISTANCE OF 186.38 FEET ALONG THE NORTHERLY
STREET LINE OF BREWER STREET TO A MONUMENT FOUND.
THENCE, N 10°44'13" W A DISTANCE OF 150.00 FEET TO A POINT.
THENCE, S 79°45'13" W A DISTANCE OF 68.00 FEET TO A MONUMENT FOUND.
THENCE, N 10°44'17" W A DISTANCE OF 167.12 FEET TO A POINT.
THENCE, S 79°12'08" W A DISTANCE OF 229.12 FEET TO A POINT.
THENCE, N 10°38'17" W A DISTANCE OF 209.72 FEET TO A POINT.
THENCE, S 79°24'03" W A DISTANCE OF 215.98 FEET TO A MONUMENT FOUND
MARKING A POINT ON THE EASTERLY STREET LINE OF MAIN STREET.
THENCE, N 22°23'57" W A DISTANCE OF 51.08 FEET ALONG THE EASTERLY STREET
LINE OF MAIN STREET TO A POINT.
THENCE, N 79°22'58" E A DISTANCE OF 150.00 FEET TO A POINT.
THENCE, N 22°12'02" W A DISTANCE OF 60.63 FEET TO A POINT.
THENCE, N 19°02'42" W A DISTANCE OF 100.48 FEET TO A MONUMENT FOUND.
THENCE, S 79°54'34" W A DISTANCE OF 156.49 FEET TO A MONUMENT FOUND
MARKING A POINT ON THE EASTERLY STREET LINE OF MAIN STREET.
THENCE, N 22°28'13" W A DISTANCE OF 179.85 FEET TO A MONUMENT FOUND.
THENCE, N 35°44'31" W A DISTANCE OF 192.85 FEET TO A MONUMENT FOUND
MARKING A POINT OF CURVATURE.
THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°25'53"
A RADIUS OF 2899.79 FEET AND AN ARC LENGTH OF 173.66 FEET TO A POINT. SAID
POINT BEARING N 33°59'44" W A CHORD DISTANCE OF 173.63 FROM SAID POINT
OF CURVATURE.
THENCE N 35°42'48" W A DISTANCE OF 332.24 FEET TO A MONUMENT FOUND
MARKING A POINT OF CURVATURE IN THE EASTERLY STREET LINE OF MAIN
STREET.
THENCE, ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°07'48"
A RADIUS OF 1944.86 FEET AND AN ARC LENGTH OF 140.19 FEET TO A POINT. SAID
POINT BEARING N 37°46'02" W A CHORD DISTANCE OF 140.16 FROM SAID POINT
OF CURVATURE.
THENCE, N 35°42'39" W A DISTANCE OF 220.69 FEET TO A POINT.
THENCE, N 47°11'30" W A DISTANCE OF 109.92 FEET TO A POINT.
THENCE, N 77°28'45" W A DISTANCE OF 67.10 FEET TO A POINT.
THENCE, N 45°44'27" W A DISTANCE OF 251.06 FEET TO A POINT OF CURVATURE.
THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF
14°16'14" A RADIUS OF 1721.18 FEET AND AN ARC LENGTH OF 428.69 FEET TO A
POINT OF COMPOUND CURVATURE. SAID POINT OF COMPOUND CURVATURE
BEARING N 38°36'06" W A CHORD DISTANCE OF 427.58 FEET FROM SAID POINT OF
CURVATURE.

THENCE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 14°16'18" A RADIUS OF 1721.18 FEET AND AN ARC LENGTH OF 428.72 FEET TO THE POINT AND PLACE OF BEGINNING. SAID POINT OF BEGINNING BEARING N 24°20'18" W A CHORD DISTANCE OF 427.61 FEET FROM SAID POINT OF COMPOUND CURVATURE.

SAID CONSOLIDATED PARCEL 2 CONTAINS 17,382,123 SQUARE FEET OR 399.04 ACRES MORE OR LESS.

AND SHOWN AS "CONSOLIDATED PARCEL 2" ON A PLAN TITLED: "COMPILATION PLAN LOT CONSOLIDATION PLAN PREPARED FOR RAYTHEON TECHNOLOGIES CORPORATION, PRATT & WHITNEY DIVISION PARCELS 1, 2 AND 3 – RENTSCHLER FIELD EAST HARTFORD, CONNECTICUT SALE: 1" = 200', DATE: 07-23-2021 BY F.A. HESKETH & ASSOCIATES, INC., EAST GRANBY, CT.

ELUR - Subject Area A

That certain piece or parcel of land situated on the easterly side of Main Street, in the Town of East Hartford, County of Hartford, State of Connecticut containing 397,838± square feet being further bounded and described as follows:

Beginning at a monument in the easterly street line of said Main Street, said point being the northwesterly corner of land now or formerly United Technologies Corporation, Pratt & Whitney Aircraft and the northern line of an existing culvert crossing under Main Street and the northwesterly corner described parcel:

Thence north 34° 45' 58" east 161.54 feet to a point;

Thence north 46° 48' 52" east 40.85 feet to a point;

Thence north 14° 43' 20" west 31.16 feet to a point;

Thence on a curve to the right having a radius of 25.00 feet, an arc length of 27.77 feet and a chord direction of north 17° 06' 20" east for a chord distance of 26.37 feet to a point;

Thence north 48° 56' 00" east 176.43 feet to a point;

Thence north 73° 47' 40" east 95.16 feet to a point;

Thence north 31° 37' 17" east 111.68 feet to a point;

Thence north 20° 01' 08" east 52.31 feet to a point;

Thence north 32° 23' 08" east 99.97 feet to a point;

Thence north 68° 19' 20" east 93.31 feet to a point;

Thence north 79° 26' 43" east 176.85 feet to a point;

Thence south 08° 54' 52" east 149.33 feet to a point;

Thence north 76° 49' 26" east 499.18 feet to a point;

Thence north 20° 55' 30" east 114.92 feet to a point;

Thence north 03° 28' 39" west 89.56 feet to a point;

Thence north 76° 17' 40" east 192.72 feet to a point;

Thence north 78° 38' 26" east 293.87 feet to a point;

Thence north 79° 18' 15" east 115.40 feet to a point;

Thence north 74° 11' 24" east 79.26 feet to a point;

Thence south 24° 14' 26" east 87.45 feet to a point;

Thence south 60° 56' 39" west 546.65 feet to a point;

Thence south 30° 40' 54" west 230.07 feet to a point;

Thence south 10° 15' 16" east 69.74 feet to a point;

Thence north 79° 04' 22" west 85.81 feet to a point;

Thence south 62° 42' 12" west 150.91 feet to a point;
Thence north 66° 01' 23" west 131.79 feet to a point;
Thence on a curve to the right having a radius of 25.00 feet an arc length of 27.17 feet and a chord direction of north 73° 01' 04" west for a chord distance of 25.85 feet to a point;
Thence north 15° 40' 46" west 126.52 feet to a point;
Thence south 83° 33' 37" west 252.81 feet to a point;
Thence south 89° 10' 13" west 145.43 feet to a point;
Thence on a curve to the left having a radius of 150.00 feet, an arc length of 130.38 feet and a chord direction of south 66° 23' 32" west for a chord distance of 126.32 feet to a point;
Thence south 47° 24' 42" west 43.04 feet to a point;
Thence south 61° 05' 29" west 71.17 feet to a point;
Thence on a curve to the left having a radius of 150.00 feet, an arc length of 61.98 feet and a chord direction of south 46° 13' 18" west for a chord distance of 61.54 feet to a point;
Thence south 53° 58' 33" west 222.10 feet to a point;
Thence south 35° 26' 02" west 108.11 feet to a point;
Thence south 35° 13' 02" west 115.79 feet to a point;
Thence north 80° 04' 06" west 19.59 feet to a point;
Thence north 25° 16' 18" west 11.87 feet to a point;
Thence north 63° 40' 19" east 21.96 feet to a point;
Thence on a curve to the left having a radius of 1990.08 feet, an arc length of 41.27 feet and a chord direction of north 27° 03' 51" west for a chord distance of 41.27 feet to a point;

Thence south 63° 06' 32" west 20.79 feet to a monument, said monument being the point or place of beginning.

ELUR - SUBJECT AREA B

Beginning at the NORTHWESTERLY CORNER of herein described tract or parcel, said point having a coordinate of North: 146,958.71' and an East: 178,965.04', said coordinates are based on apparent Metropolitan District Commission (MDC) datum;

THENCE on a bearing of N86° 41' 59"E a distance of 107.89' to an angle point in said subject area;
THENCE on a bearing of N81° 07' 47"E a distance of 121.58' to an angle point in said subject area;
THENCE on a bearing of N67° 42' 55"E a distance of 59.89' to an angle point in said subject area;
THENCE on a bearing of N57° 11' 22"E a distance of 77.96' to an angle point in said subject area;
THENCE on a bearing of N47° 37' 20"E a distance of 41.33' to an angle point in said subject area;
THENCE on a bearing of N29° 26' 34"E a distance of 52.05' to an angle point in said subject area;
THENCE on a bearing of N24° 06' 29"E a distance of 40.58' to an angle point in said subject area;
THENCE on a bearing of N52° 33' 47"W a distance of 24.36' to an angle point in said subject area;
THENCE on a bearing of N69° 41' 44"W a distance of 9.57' to an angle point in said subject area;
THENCE on a bearing of N19° 13' 09"W a distance of 10.68' to an angle point in said subject area;
THENCE on a bearing of N03° 20' 15"W a distance of 52.74' to an angle point in said subject area;
THENCE on a bearing of N63° 34' 56"E a distance of 28.05' to an angle point in said subject area;

THENCE running a northerly, northeasterly, and easterly direction along an arc of a curve a distance of 41.92' to a point of tangency, said curve having a radius of 17.70', a delta angle of 135° 42' 05", having a chord bearing of N44° 01' 38.83"E, and chord distance of 32.79';

THENCE on a bearing of N11° 19' 09"E a distance of 9.80' to an angle point in said subject area;
THENCE on a bearing of N76° 17' 40"E a distance of 138.62' to an angle point in said subject area;
THENCE on a bearing of S49° 46' 02"E a distance of 45.00' to an angle point in said subject area;
THENCE on a bearing of N80° 37' 05"E a distance of 159.89' to an angle point in said subject area;
THENCE on a bearing of N17° 51' 38"W a distance of 30.21' to an angle point in said subject area;
THENCE on a bearing of N76° 45' 09"E a distance of 21.91' to an angle point in said subject area;
THENCE on a bearing of N77° 59' 28"E a distance of 54.73' to an angle point in said subject area;
THENCE on a bearing of S76° 13' 02"E a distance of 42.68' to an angle point in said subject area;
THENCE on a bearing of N71° 28' 52"E a distance of 75.74' to an angle point in said subject area;
THENCE on a bearing of N68° 36' 30"E a distance of 48.40' to the NORTHEASTERLY CORNER of herein described Subject Area B;

THENCE on a bearing of S87° 28' 55"E a distance of 29.64' to an angle point in said subject area;
THENCE on a bearing of S72° 11' 21"E a distance of 22.55' to an angle point in said subject area;
THENCE on a bearing of S60° 52' 40"E a distance of 25.36' to an angle point in said subject area;
THENCE on a bearing of S11° 29' 48"W a distance of 29.12' to the SOUTHEASTERLY CORNER of herein described Subject Area B;

THENCE on a bearing of S51° 03' 59"W a distance of 74.68' to an angle point in said subject area;
THENCE on a bearing of S62° 15' 21"W a distance of 142.19' to an angle point in said subject area;
THENCE on a bearing of S75° 47' 05"W a distance of 71.53' to an angle point in said subject area;
THENCE on a bearing of S45° 00' 30"W a distance of 26.50' to an angle point in said subject area;
THENCE on a bearing of S60° 58' 03"W a distance of 24.30' to an angle point in said subject area;
THENCE on a bearing of S28° 56' 26"W a distance of 31.30' to an angle point in said subject area;
THENCE on a bearing of S60° 03' 27"W a distance of 25.00' to an angle point in said subject area;
THENCE on a bearing of S78° 31' 15"W a distance of 29.07' to an angle point in said subject area;
THENCE on a bearing of N78° 55' 42"W a distance of 30.43' to an angle point in said subject area;
THENCE on a bearing of N62° 41' 31"W a distance of 44.24' to an angle point in said subject area;
THENCE on a bearing of S68° 51' 08"W a distance of 15.16' to an angle point in said subject area;
THENCE on a bearing of S14° 35' 09"E a distance of 30.32' to an angle point in said subject area;
THENCE on a bearing of S71° 35' 18"W a distance of 20.75' to an angle point in said subject area;
THENCE on a bearing of S65° 18' 50"W a distance of 24.58' to an angle point in said subject area;
THENCE on a bearing of S58° 03' 36"W a distance of 23.53' to an angle point in said subject area;
THENCE on a bearing of S31° 41' 39"E a distance of 15.96' to an angle point in said subject area;
THENCE on a bearing of S44° 30' 15"W a distance of 44.47' to an angle point in said subject area;
THENCE on a bearing of S60° 03' 59"E a distance of 9.60' to an angle point in said subject area;
THENCE on a bearing of S10° 34' 12"E a distance of 42.68' to an angle point in said subject area;
THENCE on a bearing of S39° 53' 33"W a distance of 30.03' to an angle point in said subject area;
THENCE on a bearing of S60° 07' 18"W a distance of 81.30' to an angle point in said subject area;
THENCE on a bearing of S23° 41' 25"E a distance of 53.16' to an angle point in said subject area;
THENCE on a bearing of S04° 52' 11"W a distance of 49.37' to an angle point in said subject area;
THENCE on a bearing of S56° 26' 25"W a distance of 56.28' to an angle point in said subject area;
THENCE on a bearing of S79° 01' 07"W a distance of 75.58' to an angle point in said subject area;
THENCE on a bearing of S48° 59' 50"W a distance of 63.30' to the SOUTHWESTERLY CORNER of herein described Subject B;

THENCE running on a bearing of N79° 51' 57"W a distance of 45.00' to an angle point in said subject area;

THENCE on a bearing of N66° 49' 14"W a distance of 84.81' to an angle point in said subject area;
THENCE on a bearing of N56° 32' 39"W a distance of 22.33' to an angle point in said subject area;
THENCE on a bearing of N43° 34' 34"W a distance of 37.51' to an angle point in said subject area;
THENCE on a bearing of N38° 09' 05"W a distance of 23.79' to an angle point in said subject area;
THENCE on a bearing of N21° 28' 00"E a distance of 21.10' to an angle point in said subject area;
THENCE on a bearing of N60° 00' 50"E a distance of 6.53' to an angle point in said subject area;
THENCE on a bearing of N42° 35' 00"W a distance of 55.00' to an angle point in said subject area;
THENCE on a bearing of N86° 39' 50"W a distance of 98.79' to an angle point in said subject area;
THENCE on a bearing of N10° 59' 32"W a distance of 33.15' to the POINT AND PLACE OF BEGINNING;

EXCEPTED FROM THIS PARCEL IS AN AREA SHOWN AS "NON-ENGINEERED CONTROL AREA" and described as follow:

Beginning at a Concrete Monument located at the SOUTHERLY CORNER of land shown as "N/F Jean Potter" and the SOUTHWESTERLY CORNER of land shown as "N/F Jose L. Rolon-Hernandez & Carmen M. Franc-Bermudez", said point having a coordinate of North: 147,274.03' and an East: 179,347.9304', said coordinates are based on apparent Metropolitan District Commission (MDC) datum;

THENCE on a bearing of S25° 38' 00"W along a Tie Line a distance of 206.45' to a point, said point being the NORTHEASTERLY CORNER of the herein described parcel and the TRUE POINT OF BEGINNING;
THENCE on a bearing of S41° 41' 19"E a distance of 24.11' to an angle point;
THENCE on a bearing of S53° 29' 17"W a distance of 85.58' to an angle point;
THENCE on a bearing of S00° 23' 40"W a distance of 23.41' to an angle point;
THENCE on a bearing of N49° 17' 49"E a distance of 69.79' to the POINT AND PLACE OF BEGINNING;

Area: 1,650 Square Feet more or less

The ENGINEERED CONTROL AREA having an Area: 191,452 Square Feet more or less – 4.40 Acres more or less.

ELUR -Subject Area C

BEGINNING at the NORTHWESTERLY CORNER of herein described tract or parcel, said point having a coordinate of North: 149465.12' and an East: 178086.55', said coordinates are based on apparent Metropolitan District Commission (MDC) datum;

THENCE running on a bearing of N41° 25' 15"E a distance of 63.41' to an angle point in said subject area;
THENCE running on a bearing of N26° 05' 56"E a distance of 60.04' to an angle point in said subject area;
THENCE running on a bearing of: N44° 55' 35.32" a distance of 123.69' to an angle point in said subject area;
THENCE running on a bearing of N55° 46' 21.60"E a distance of 129.08' to an angle point in said subject area;
THENCE running on a bearing of N39° 24' 25.63"E a distance of 145.38' to an angle point in said subject area;
THENCE running on a bearing of N52° 45' 20.46"E a distance of 80.04' to an angle point in said subject area;

THENCE running on a bearing of N69° 41' 52.90"E a distance of 122.28' to an angle point in said subject area;
THENCE running on a bearing of N81° 53' 27.34"E a distance of 223.86' to an angle point in said subject area;
THENCE running on a bearing of S85° 12' 48.15"E a distance of 107.31' to an angle point in said subject area;
THENCE running on a bearing of S07° 30' 10.28"E a distance of 31.04' to an angle point in said subject area;
THENCE running on a bearing of S57° 31' 27.43"W a distance of 26.77' to an angle point in said subject area;
THENCE running on a bearing of N87° 55' 07.63"W a distance of 67.73' to an angle point in said subject area;
THENCE running on a bearing of S80° 23' 15.72"W a distance of 77.63' to an angle point in said subject area;
THENCE running on a bearing of S87° 43' 40.88"W a distance of 45.76' to an angle point in said subject area;
THENCE running on a bearing of S84° 22' 20.88"W a distance of 30.52' to an angle point in said subject area;
THENCE running on a bearing of N89° 38' 19.89"W a distance of 82.16' to an angle point in said subject area;
THENCE running on a bearing of S65° 31' 52.69"W a distance of 86.06' to an angle point in said subject area;
THENCE running on a bearing of S22° 55' 43.53"W a distance of 27.80' to an angle point in said subject area;
THENCE running on a bearing of S49° 01' 21.70"W a distance of 40.31' to an angle point in said subject area;
THENCE running on a bearing of S82° 21' 50.13"W a distance of 39.66' to an angle point in said subject area;
THENCE running on a bearing of S55° 45' 29.39"W a distance of 28.11' to an angle point in said subject area;
THENCE running on a bearing of S38° 07' 44.64"W a distance of 74.82' to an angle point in said subject area;
THENCE running on a bearing of S52° 56' 01.41"W a distance of 71.23' to an angle point in said subject area;
THENCE running on a bearing of S61° 02' 42.56"W a distance of 59.10' to an angle point in said subject area;
THENCE running on a bearing of S47° 33' 47.39"W a distance of 112.62' to an angle point in said subject area;
THENCE running on a bearing of S34° 20' 49.60"W a distance of 180.60' to the POINT AND PLACE OF BEGINNING;

Perimeter: 2178.281' Area: 43583.53 Sq. Ft.

BEING THE SAME property described in Exhibit C. ELUR Survey recorded on the Land

Records in the Town of East Hartford as Map(s) # 20.