

*Robert J. Peck*

TOWN COUNCIL AGENDA  
TOWN COUNCIL CHAMBERS  
740 MAIN STREET  
EAST HARTFORD, CONNECTICUT  
FEBRUARY 6, 2018

2018 FEB - 1 A 11: 02

TOWN CLERK  
EAST HARTFORD

**6:45 P.M. Executive Session**

=====

**Announcement of Exit Locations (C.G.S. § 29-381)**

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 16, 2018 Executive Session
  - B. January 16, 2018 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
  - A. Resignation of Adrian Spence from the Board of Assessment Appeals
7. OLD BUSINESS
  - A. Recommendation from Ordinance Committee re: New Section 21-1 & 21-9 entitled "RVs and Motor Vehicle Parking on Residential Property" – **TABLED** January 16<sup>th</sup>
8. NEW BUSINESS
  - A. Relocation of the East Hartford Senior Center:
    1. Discussion
    2. Town Council Acting as a Committee of the Whole for the Real Estate Acquisition & Disposition Committee: Blessed Sacrament Church, 15 Millbrook Drive
  - B. Stevens Alternative High School Flooring Abatement Project
  - C. School Based Health Center (SBHC) Grant
  - D. Youth Services Prevention Program FY2018 and FY2019
  - E. 2017-18 LoCIP Projects: Wickham Library
  - F. Referral to Fees Committee re: Cell Tower Lease, 100 Sunset Ridge Drive
  - G. Appointment to the Board of Assessment Appeals:
    1. Vanessa Jenkins, 26 Suffolk Drive
    2. Sebrina Wilson, 15A Clark Street
  - H. Refund of Taxes
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
  - A. Huaman v Tinsley, et al, Docket No.17-3420
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
  - A. Other Elected Officials
  - B. Other Residents
  - C. Mayor
12. ADJOURNMENT (next meeting: February 20<sup>th</sup>)

*Robert J. Pask*

2018 JAN 22 A 8:36

TOWN COUNCIL MAJORITY OFFICE

JANUARY 16, 2018

TOWN CLERK  
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia,  
Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby  
J. Brown, and Patricia Harmon

ABSENT Councillor Caroline Torres

ALSO Scott Chadwick, Corporation Counsel  
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:42 p.m.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go into** Executive Session to discuss the following cases:

1. The pending assessment (tax) appeal known as Chowdhury & Hines, Inc. v. Town of East Hartford, Docket No. CV-17-6037410-S, involving 298-300 Burnside Avenue;
2. The pending assessment (tax) appeal known as Ted's Fourth, LLC v. Town of East Hartford, Docket No. CV-17-6037594-S, involving 225 Prospect St;
3. The pending assessment (tax) appeal known as AARJUS III, LLC v. Town of East Hartford, Docket No. CV-17-6037577-S, involving 95 Leggett Street;
4. The pending assessment (tax) appeal known as AARJUS III, LLC v. Town of East Hartford, Docket No. CV-17-6037575-S, involving 95 Leggett Street, Rear a/k/a 81 Leggett Street;
5. The pending assessment (tax) appeal known as 1-36 Jaidee Drive Associates, L.P. v. Town of East Hartford, et al., Docket No. CV-17-6037307-S, involving 1036 Jaidee Drive; and
6. The pending assessment (tax) appeal known as Goodwin College, Inc. v. Town of East Hartford, et al., Docket No. CV-17-6037263-S, involving 33 Leggett Street.

Motion carried 8/0.

MOTION By Esther Clarke  
seconded by Linda Russo  
to **go back to** Regular Session.  
Motion carried 8/0.

ADJOURNMENT

MOTION By Esther Clarke  
seconded by Linda Russo  
to **adjourn** (7:07 p.m.)  
Motion carried 8/0.

Attest *Richard F. Kehoe*  
Richard F. Kehoe  
Town Council Chair

*Robert J. Beck*

EAST HARTFORD TOWN COUNCIL

2018 JAN 22 A 8:36

TOWN COUNCIL CHAMBERS

TOWN CLERK  
EAST HARTFORD

JANUARY 16, 2018

PRESENT Chair Richard F. Kehoe, Vice Chair Linda A. Russo, Majority Leader Ram Aberasturia, Minority Leader Esther B. Clarke, Councillors Marc I. Weinberg, Joseph R. Carlson, Shelby J. Brown, and Patricia Harmon

ABSENT Councillor Caroline Torres

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:39 p.m. 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.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Susan Kniep, 50 Olde Roberts Street, suggested that tax appeals be handled in a more open forum to allow for greater transparency for town residents. She believes that the public should be more involved in the discussion of the tax appeals and that no action should be taken until the Council hears from the public. Additionally, she asked if any decision has been made on the PILOT funding for Goodwin College.

Mayor Leclerc (1) announced that trash pickup is on schedule for tomorrow even though snow is predicted; (2) commended the students and staff of O'Connell School for the MLK Day program held on January 12<sup>th</sup>; (3) a parking ban is effect for tomorrow due to inclement weather forecasted; (4) the next "Coffee with a Cop" will be on Saturday, January 20<sup>th</sup> at the Burnside Avenue Dunkin Donuts; (5) the East Hartford Police Department, in cooperation with the State Police, will be presenting a Run/Hide/Flight training session which addresses church-related concerns of the clergy of East Hartford on Tuesday, February 6<sup>th</sup> from 7PM to 9PM; (6) the Brian Aselton Snow Dash has been rescheduled for Sunday, January 28<sup>th</sup> and the Brian Aselton Blood Drive will be on Friday, January 19<sup>th</sup> from 1:15PM to 6:45PM at Sunset Ridge School; and (7) Raymond Library has a new program for students who are interested in learning filming and production with the Library's "green screen".

APPROVAL OF MINUTES

January 2, 2018 Executive Session

MOTION By Ram Aberasturia  
seconded by Marc Weinberg  
to **approve** the minutes of the January 2, 2018 Executive Session.  
Motion carried 8/0.

## January 2, 2018 Public Hearing

MOTION      By Ram Aberasturia  
                 seconded by Linda Russo  
                 to **approve** the minutes of the January 2, 2018 Public Hearing.  
                 Motion carried 8/0.

## January 2, 2018 Regular Meeting

MOTION      By Ram Aberasturia  
                 seconded by Pat Harmon  
                 to **approve** the minutes of the January 2, 2018 Regular Meeting.  
                 Motion carried 8/0.

## COMMUNICATIONS AND PETITIONS

### Registrars of Voters Annual Report

The voters of East Hartford set a new and disturbing record in the 2017 local election. Just 12.27 percent of registered voters voted. Put another way, 87.73 percent of registered voters failed to exercise the most important freedom set by our Constitution...the right to a secret ballot.

In other matters:

Two nominated candidates died. This required the reprinting of all ballots, adding to the expenses. This unhappy situation also disrupted the normal preparation schedule. Primary of the problems was the preparation of memory cards for the vote scanners. This is normally a two to three-week effort. In this case we had one week to do this job.

Election Day registration went smoothly as it has since it was initiated. This election 15 people registered to vote on Election Day. We again employed a number of young people to assist voters by reviewing the voting process and assisting in the completion of applications. These youngsters are supervised by personnel from Youth Services.

We completed the eight session certification course enacted into law two years ago. We each took the final exam with very high scores. In other training areas we attended both spring and fall conferences of the Registrars of Voters Association. These two conferences feature continuing education sessions for the Registrars and their Deputies as part of a continuing education effort. In town we hosted a certification class for Election Day Moderators who must be certified every two years. We both took part in this program to maintain our own certification as moderators.

The Election Management System is now mandatory for all elections. We started this in the 2017 election. The Head Moderator is responsible for this function after the polls close. Our Head Moderator also took part in the Moderator training. This program is designed to speed up election results reporting.

Of note: the increasing volume of registrations being done through the Motor Vehicles Department and on-line registration has resulted in a drop of voters visiting our office to register

BY: Registrars Jan. 11, 2018

Mary Mourey      Stephen Watkins

## NEW BUSINESS

### Recommendation from Ordinance Committee re: New Section 21-1 and 21-9 entitled: "RVs and Motor Vehicle Parking in Residential Property"

MOTION      By Linda Russo  
                 seconded by Ram Aberasturia  
                 to **table** this item, as more information is needed on the description of commercial vehicles.  
                 Motion carried 8/0.

### Referral to Ordinance Committee re: Enterprise Zone Designations

MOTION      By Linda Russo  
                 seconded by Marc Weinberg  
                 to **refer** to the Ordinance Committee the repealing of the existing Municipal Enterprise Zone ordinance and the establishment of a process for addressing each active enterprise zone abatement plan and to report back to the Town Council with its recommendations, if any.  
                 Motion carried 8/0.

### 26<sup>th</sup> Annual Aselton Memorial Snow Dash – Rescheduled from January 7<sup>th</sup>

MOTION      By Marc Weinberg  
                 seconded by Ram Aberasturia  
                 to **approve** the rescheduled outdoor amusement permit application entitled "26<sup>th</sup> Annual Aselton Memorial Snow Dash", submitted by Kristine Vincent, Assistant Director of the East Hartford Parks & Recreation Department and by the East Hartford Police Department to conduct a 5K road race (Snow Dash), to be held in the vicinity of the Langford School area – 61 Alps Drive – on Sunday, January 28, 2018 between the hours of 11:00AM and approximately 3:00PM, with the use of public streets occurring between the hours of 1:30PM and approximately 2:15PM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.  
                 Motion carried 8/0.

### Referral to Real Estate Acquisition & Disposition Committee: 1450 Main Street

MOTION      By Joe Carlson  
                 seconded by Linda Russo  
                 to **refer** to the Real Estate Acquisition & Disposition Committee the possible sale of the town-owned property at 1450 Main Street – presently operating as "Tastebuds Banquet and Catering" with instructions to investigate the matter and report back to the Town Council with its recommendation if any.  
                 Motion carried 8/0.

### Dial-A-Ride Operating Grant

MOTION        By Marc Weinberg  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

**WHEREAS** The Greater Hartford Transit District has made available Operating Assistance Grant Funds for Fiscal Year 2017-2018; and

**WHEREAS** these funds can be used to pay a portion of the cost of operating the Dial-A-Ride system providing transportation to elderly and disabled citizens.

**NOW THEREFORE LET IT BE RESOLVED** that Mayor Marcia A. Leclerc is authorized to make, execute and approve on behalf of this corporation, any and all contracts or amendments thereof with the Greater Hartford Transit District in relation to a \$13,139.00 grant to the Town of East Hartford to be used to support costs associated with the operation of the Dial-A-Ride Program.

On call of the vote, motion carried 8/0.

### Connecticut State Targeted Response to the Opioid Crisis – Community Mini Grant

MOTION        By Joe Carlson  
                  seconded by Linda Russo  
                  to **adopt** the following resolution:

**WHEREAS** the Capital Area Substance Abuse Council has announced the new Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grant opportunity; and

**WHEREAS** every day in the United States, 91 people die as a result of drug overdose, and another 6,748 are treated in emergency departments (ED) for the misuse or abuse of drugs; and

**WHEREAS** between 2012 and 2015, the number of opioid-related deaths in the State of Connecticut grew at four times the rate of the national average.

**NOW THEREFORE LET IT BE RESOLVED** that Marcia A. Leclerc, 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 Capital Area Substance Abuse Council as they pertain to this Connecticut State Targeted Response to the Opioid Crisis - Community Mini Grant opportunity.

On call of the vote, motion carried 8/0.

### Nuclear Safety Emergency Preparedness (NSEP) Program

MOTION        By Shelby Brown  
                  seconded by Ram Aberasturia  
                  to **adopt** the following resolution:

**WHEREAS** the State of Connecticut Division of Emergency Management and Homeland Security (DEMHS) is providing funding to municipalities that provide shelter and monitoring for evacuees through the Nuclear Safety Preparedness Program; and

**WHEREAS** the East Hartford Fire Department has requested to make an application to this program to receive funds to purchase a trailer-mounted, variable message board, to assist with multiple traffic patterns during a Host Town activation; and

**WHEREAS** the total amount of the grant would be \$13,500.00, and does not require any matching funds from the Town of East Hartford.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council does support and authorize the submission of this grant application to DEMHS and authorizes its Mayor, Marcia A. Leclerc, to act as representative of the Town and to enter into contract and make any amendments necessary to receive funding from DEMHS.

On call of the vote, motion carried 8/0.

#### Homeland Security Grant Program

MOTION        By Shelby Brown  
                  seconded by Linda Russo  
                  to **adopt** the following resolution:

**RESOLVED** that the Town of East Hartford may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, including the Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate for the Federal Fiscal Year 2017 Homeland Security Grant Program; and

**FURTHER RESOLVED** that Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized and directed to execute and deliver any and all documents on behalf of the Town of East Hartford and to do and perform all acts and things which she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

On call of the vote, motion carried 8/0.

#### OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke inquired on an article appearing in the Hartford Business Journal last summer which indicated that Hartford and East Hartford had been selected as an "innovation place" and in line for a grant of up to \$2M in FY2018. *Mayor Leclerc, who had brought this to the Council earlier, stated that Hartford had been chosen for this grant.*

Ram Aberasturia had an inquiry from a citizen who asked that the "slip & slide" at Martin Park be brought back. *Mayor Leclerc said she would mention this to Ted Fravel, Parks & Recreation Department Director.*

#### COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

##### Chowdhury & Hines, Inc. v. Town of East Hartford – Tax Appeal

MOTION        By Ram Aberasturia  
                  seconded by Linda Russo  
                  to **accept** Corporation Counsel's recommendation to settle the pending



Motion carried 8/0.

Ted's Fourth, LLC v. Town of East Hartford –Tax Appeal

Motion carried 8/0.

AARJUS III, LLC v. Town of East Hartford – Tax Appeal:

95 Leggett Street

Motion carried 8/0.

95 Leggett Street, Rear – a/k/a 81 Leggett Street

Motion carried 8/0.

1-36 Jaidee Drive Associates, L.P. v. Town of East Hartford – Tax Appeal

MOTION      By Ram Aberasturia  
                 seconded by Marc Weinberg  
                 to **accept** Corporation Counsel's recommendation to settle the pending  
                 assessment (tax) appeal known as 1-36 Jaidee Drive Associates, L.P. v  
                 Town of East Hartford, Docket No. HHB-CV-17-6037307-S, involving 1-36  
                 Jaidee Drive, from the fair market value of \$2,160,028.00 to the fair market  
                 value of \$1,850,000.00, which shall generate a reduction of \$10,210.79 in  
                 property taxes, for the Grand List Year of 2016.  
                 Motion carried 8/0.

Goodwin College, Inc. v. Town of East Hartford – Tax Appeal

MOTION      By Ram Aberasturia  
                 seconded by Marc Weinberg  
                 to **accept** Corporation Counsel's recommendation to settle the pending  
                 assessment (tax) appeal known as Goodwin College, Inc. v Town of  
                 East Hartford, Docket No. HHB-CV-17-6037263-S, involving 33 Leggett  
                 Street, from the fair market value of \$1,473,885.00 to the fair market value  
                 of \$1,250,000.00, which shall generate a reduction of \$7,373.49 in property  
                 taxes, for the Grand List Year of 2016.  
                 Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK


None

ADJOURNMENT

MOTION      By Esther Clarke  
                 seconded by Linda Russo  
                 to **adjourn** (8:45 p.m.).  
                 Motion carried 8/0.

The Chair announced that the next meeting of the Town Council would be February 6<sup>th</sup>.

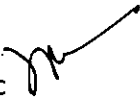
Attest



Angela M. Attenello  
TOWN COUNCIL CLERK



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESIGNATION: Boards and Commissions

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Attached is a letter received by my office from Adrian Spence, who is resigning from the Board of Assessment Appeals.

Please place this resignation on the February 6, 2018 agenda and share our appreciation as a community for the valuable service Adrian has provided by volunteering his time on the Board of Assessment Appeals.

Thank you.

C: R. Pasek, Town Clerk

Adrian Spence  
153 Shadycrest Drive  
East Hartford, CT 06118



January 19, 2018

Mayor Marcia Leclerc  
Mayor, Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Dear Mayor Leclerc,

It is with regret that I am writing to inform you of my decision to resign my position on the Board of Assessment Appeals, effective immediately.

My personal commitments have become too great for me to be able to fulfill the requirements of my position on the board, and I feel it is best for me to make room for someone with the time and energy to devote to the job.

It has been a pleasure being a part of the Board of Assessment Appeals. I am very grateful that you have allowed me to serve for the last three years and proud of all we have accomplished. I have no doubt the board will continue these successes in the future during my absence.

Best Regards,

A handwritten signature in black ink, appearing to be "A. Spence", with a long horizontal stroke extending to the right.

Adrian Spence

CC:

Robert Pasek, Town Clerk  
Craig Stevenson, Democratic Town Committee Chairman  
Robert Falkevitz, Sixth District Chairman

**RV's and Motor Vehicle Parking on Residential Property  
(1-31-18)**

Sec. 1. Section 21-1 of the code of ordinances of the town of East Hartford is hereby repealed and the following is substituted in lieu thereof:

***Sec. 21-1. Abandoned and/or Inoperable Vehicles***

(a) Definition. For purposes of Sections 21-1 and 21-2 of the Municipal Code, the terms below have the following meaning:

- (1) "Motor vehicle" shall mean a machine propelled by power other than human power designed to travel along the ground by use of wheels, treads, runners, or slides and transport persons or property or pull machinery, except for electric battery operated wheel chairs or scooters, self-propelled snow plows, snow blowers or lawn mowers and shall include, without limitation, automobile, truck, trailer, major recreational equipment, motorcycle, tractor, buggy and wagon.
- (2) "Street" shall have the same definition as set forth in Sec. 1-2(32) of the Code of Ordinances.
- (3) "Public property" shall mean all real estate owned and/or maintained by the Town of East Hartford.
- (4) "Abandoned motor vehicle" shall mean any motor vehicle within the Town which, after a good faith determination, has the appearance that the owner has relinquished control without the intention of reclaiming it, including, but not limited to, an unregistered vehicle a vehicle with invalid marker plates, or one which is damaged, vandalized, dismantled, partially dismantled, inoperative, or unusable as a motor vehicle.
- (5) "Person" shall have the same definition as set forth in Sec. 1-2(21) of the Code of Ordinances.

(b) Abandoned Vehicles Prohibited. No person shall park, store, leave or permit the parking, storing, or leaving of any motor vehicle of any kind which is in an abandoned condition whether attended to or not, upon any public or private property within the town. This section shall not-apply to:

- (1) Any motor vehicle on private property which is enclosed within a building held in connection with a business enterprise lawfully licensed by the Town and/or State and located within the appropriate zone;
- (2) A duly licensed motor vehicle junk yard;
- (3) Any motor vehicle which is in operable condition specifically adopted or designed for operation on drag strips or raceways, or retained by the owner for antique collection purposes, or any inoperable motor vehicle being restored to an operable condition, provided that:
  - (i) only one such motor vehicle shall be permitted at any one time on the property in question;
  - (ii) Motor vehicle parts used in the restoration must be stored in the motor vehicle or in a structure;
  - (iii) Such motor vehicles are to be covered with a tarpaulin whenever work is not being done upon them;
  - (iv) In the case of a motor vehicle being restored to an operable condition, a permit has been obtained from the Department of Inspections and Permits, said permit limited to sixty days, renewable once for an additional sixty

days.

Notwithstanding subsection (3) above, nothing herein shall preclude more than one motor vehicle, if such additional vehicles are totally within an enclosed structure, outside of public view, and not in violation of any health, safety or zoning laws.

(c) Notice to Remove. Any officer of the Police Department, upon discovery of any abandoned motor vehicle, or upon notification by any official of the Department of Inspections and Permits, or any official of the Health Department of an abandoned motor vehicle, shall affix to such motor vehicle a notification sticker in a manner so as to be readily visible. Said notification shall contain the following information: (1) The date and time the notification sticker was affixed to the motor vehicle; (2) A statement that pursuant to Section 14-150 of the Connecticut General Statutes, if the motor vehicle is not removed within twenty-four (24) hours of the time the sticker was affixed, it shall be taken into custody, and stored at the owner's expense; (3) The location and telephone number where additional information may be obtained; and (4) The identity of the affixing officer. If said motor vehicle is not removed within such twenty-four [(24)] hour period, the police may order removal. Notwithstanding the above, if the abandoned motor vehicle is on private property, and the private property owner acknowledges that said vehicle is owned by him or her, or is on the property with the owner's consent, the order to remove shall be for within thirty (30) days. Nothing herein shall preclude the Town from removing any abandoned vehicle for traffic, health or safety purposes at any time deemed necessary.

(d) Notice of Disposition. If an abandoned vehicle has a market value, based on its current condition, of one hundred dollars or less, and is so vandalized, damaged or in disrepair as to be unusable as a motor vehicle, title to such motor vehicle shall, upon taking custody of such motor vehicle, immediately vest in the Town. Within forty-eight hours of the time that such motor vehicle is taken into custody, the affixing department shall notify the Commissioner of Motor Vehicles, in writing, of the vehicle identification number and a description of the motor vehicle. Upon sale or other disposition of the motor vehicle, the affixing department shall give written notice by certified mail to the person who was the owner of such motor vehicle at the time of abandonment, if known, which notice shall state that the motor vehicle has been sold or otherwise disposed of. The proceeds of the sale or disposition, or the fair market value of the motor vehicle in its current condition, whichever is greater, less the towing and sale or disposal expenses, shall be paid to such person or his representatives, if claimed by him or them within one year from the date of sale. If such balance is not claimed within such period, it shall escheat to the municipality. If the expenses incurred by the municipality for towing and the sale or disposition of such motor vehicle exceed the proceeds of such sale or disposition, such person shall be liable to such municipality for such excess amount. For vehicles with a market value in excess of one hundred dollars, notice shall be given, by certified mail, to the owner of such motor vehicle, if known, within forty-eight hours of the time the motor vehicle is taken into custody, which notice shall state: (1) That the motor vehicle has been taken into custody and stored; (2) The location of the storage of the motor vehicle; (3) That such motor vehicle may be sold after fifteen days if its market value does not exceed five hundred dollars, or ninety days if its market value exceeds five hundred dollars; and (4) That the owner has a right to contest the validity of such taking by application, on a form prescribed by the Commissioner of Motor Vehicles, to the hearing officer named in such notice within ten (10) days from the date of such notice. Such application forms shall be made readily available to the public at all offices of the town's police department. If the motor vehicle is on private property, the property owner and occupants shall also be provided with

the same notice, provided that notice need only be given to a landlord in the case of an apartment complex with more than three (3) dwelling units. All sales and/or other dispositions of abandoned motor vehicles shall be accomplished in compliance with the notice and advertising provisions of Public Act No. 87-372 or such amendments and/or successor statutes adopted by the General Assembly.

(e) Penalty. Any person violating any of the provisions of this section shall be guilty of a misdemeanor, and, upon conviction, shall be subject to a fine of not more than one hundred dollars. If the abandoned vehicle is on private property, each day which such violation continues after the expiration of the thirty day removal order shall be considered a separate violation. If the abandoned vehicle is on a street or public property, the daily fine shall commence upon the posting of a notice on the vehicle. Nothing herein shall be construed as limiting the civil remedies available to a private property owner for damage to, or violation of, the owner's property rights by the owner of the abandoned vehicle.

(f) Removal by the Town. If the motor vehicle is on private property and has not been removed within the thirty day period of compliance, the Town or its designee shall have the right to take possession of the abandoned vehicle and remove it from the premises. This thirty day period may be extended by the hearing officer, appointed pursuant to Sec. 21-2 of the Code of Ordinances, if there is a pending appeal and if the vehicle is on private property. It shall be unlawful for any person to interfere with, hinder, or refuse to allow the Town or its designee to enter upon private property for the purpose of removing an abandoned motor vehicle under the provisions of this ordinance.

(g) Redemption of Impounded Motor Vehicle. The owner of any abandoned motor vehicle seized under the provisions of this section may redeem said motor vehicle prior to its disposition or destruction upon proof of ownership and payment to the Town and/or its designee such sum as determined and fixed for the actual and reasonable expense of removal, storage and any preliminary disposition costs.

(h) Liability of Owner or Occupant. Upon failure of the owner of the abandoned motor vehicle, the owner of the private property, and/or the occupant of the private property from which abandoned motor vehicles have been removed by the Town to pay the unrecovered expenses incurred by the Town in such removal, a lien shall be placed upon the property of the owner of the abandoned motor vehicle, or the owner of the property[, and/or the occupant of the property,] for the amount of such expenses.

(i) Designee of the Town. Any designee of the Town selected for purposes of storing or disposal of abandoned motor vehicles shall be selected through competitive bidding. The bid proposal shall provide that the Town shall be held harmless for any damage to, or disposal of, the abandoned motor vehicle by the designee in violation of state law.

(j) Towing Charges. The Purchasing Agent shall solicit bids for towing charges of abandoned vehicles to a central location designated by the Director of Public Works. The Purchasing Agent shall also solicit bids for the removal and disposition of abandoned vehicles from said central location. The Town shall only be liable for towing charges of abandoned vehicles towed by order of the Town. The Town shall not be liable for any storage fees unless such storage is at the direction of the Town. Nothing herein shall preclude the town from pursuing civil action against the owner of an abandoned motor vehicle.

Sec. 2. Section 21-9 of the code of ordinances of the town of East Hartford is hereby repealed and the following is substituted in lieu thereof:

Sec. 21-9. Parking Prohibited on Front Lawns.

(a) As used in this section:

1. "driveway" means a hard surface consisting of asphalt, concrete, brick, pavers, gravel or other materials normally used for driveways which is no greater in width than authorized under applicable Town zoning regulations and which is used as a means of ingress and egress to a parking area.
2. "major recreational equipment" means a travel trailer, camper, motorized home, tent, auto camper and aquatic and off road vehicles.
3. "travel trailer" means a vehicular portable structure built on a chassis, designed to be used as a temporary dwelling for travel, recreational and vacation use, permanently identified "travel trailer" by the manufacturer of the trailer.
4. "camper" means a structure designed primarily to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for travel, recreational or vacation use.
5. "motorized home" means a portable dwelling designed and constructed as an integral part of a self-propelled vehicle.
6. "tent" means a fabric folding structure mounted on wheels and designed for travel use.
7. "auto camper" means a lightweight unit that fits on top of a vehicle designed primarily for recreational use.
8. "aquatic and off road vehicles" means boats, ski-mobiles, dune buggies, amphibious vehicles, dirt bike and includes a trailer, case, or box used for transporting such vehicles to a point of use.
9. "parking space" means the area for parking a motor vehicle, except for major recreational equipment, no more than ten feet wide and twenty feet long, made up of a surface consisting of the materials set forth in subdivision (1) of this subsection, and having direct access to a street or driveway.

(b) No motor vehicle that is not major recreational equipment shall be parked on property on which a one to four family dwelling is located in a residential zone unless it is parked in a garage or in a driveway or parking space, which driveway or parking space shall not be located on any portion of such property between the living area of the dwelling and the street unless such driveway or parking space has been approved under applicable Town zoning regulations and building code.

(c) No major recreational equipment may be stored or parked on any property in a residential zone unless it is thirty feet or less in total length and is (i) parked or stored in a garage or other completely enclosed structure that is legal under applicable East Hartford zoning regulations or (ii) parked on a parking space at least five feet from side and rear lot lines, no closer than twenty-five feet to any adjoining residence. Such equipment, during the time it is parked or stored on such property, shall not be used or occupied for living, sleeping, housekeeping, storage or business purposes and there shall be no connections to any utility service, including electric, heat, water, sewage disposal, or natural gas services. Such equipment shall be owned or leased




by a person residing on such property, registered with the Connecticut Department of Motor Vehicles, if applicable and operational and fit for its intended use. The owner or lessor of such recreational equipment shall be current with respect to the payment of taxes to the Town.

- (d) Notwithstanding the provisions of subsection (c), major recreational equipment that has a total length of thirty feet or less may be parked on a driveway or parking space of such property for a period not exceeding twenty-four hours.
- (e) The Director of Inspections and Permits may promulgate regulations to carry out the provisions of this section.
- (f) Nothing in this section shall supersede any town of East Hartford zoning regulation which is more restrictive on the location of major recreational equipment or motor vehicle.
- (g) A civil penalty of one hundred dollars shall be assessed for any violation of this section.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: COMMUNICATION: Senior Center Location Discussion and Recommendation

---

By way of this memo, below please find a discussion and recommendation of a suitable location for the relocation of the East Hartford Senior Center, currently occupying a portion of the McCartin School in the south section of town.

As you may recall based on a presentation to the Town Council in 2017, McCartin School was the initial suggested location for the construction/renovation of a new Senior Center facility by way of a significant renovation to the old facility. However, that construction/renovation became problematic in a variety of ways that will be discussed below. Additionally, due to the Hartford Archdiocese's Parish Consolidation and Realignment Project, Blessed Sacrament Church was closed and became available for purchase providing the town an alternate and better suited option for a Senior Center.

After thoughtful review by our Senior Services programming staff and a review of the building layout by both our Inspections and Permits and Public Works Departments, Blessed Sacrament Church with its central location, open layout, offices, gymnasium, and parking was deemed a more suitable site when compared to McCartin School. The funding in place for the construction and the benefits of a new site are detailed below:

### Senior Center Funding

2016 Bond Referendum Approval	\$5,000,000
State Grant	900,000
Friends of the Senior Center contribution	300,000
Friends of the Senior Center pledge	<u>450,000</u>
Total for construction/renovation	<u>\$6,650,000</u>

### The Cost of Renovating McCartin School

As you may recall from the presentation last year, Christopher Williams Architects were hired by the Town to prepare an assessment of the renovations necessary to McCartin School in order to provide space to adequately support a host of senior programs offered by the town.

McCartin School was built in 1959 and is a single story brick, flat roofed structure with multiple rectangular classroom arranged around a central hallway. In order to accommodate the programming necessary for a vibrant and welcoming Senior Center, renovations to a variety of classrooms including removal of load bearing walls to be replaced by load carrying beams are necessary. Raising the roof at certain entrances and on a portion of the school is also necessary. In short, substantial construction modifications are required to turn elementary school classrooms into open space for programming. The cost of these renovations has been estimated by Christopher Williams Architects at a minimum of \$5.9 million (see the attached detail of the cost of these renovations).

### **The Cost of Buying Blessed Sacrament Church**

As mentioned above, parish consolidation and realignment has brought about significant change to the Roman Catholic Church Community here in East Hartford. Additionally, based on the 2010 census, 13,000 East Hartford residents are age 55 or over and would benefit from the services offered at a modern, centrally located Senior Center. To that end, Blessed Sacrament is being offered to the town for purchase at \$900,000 (see the supporting documents attached).

The condition of the facility is sound with new roofs needed on both the church and gymnasium addition. Fire signage and exit lighting are a few of the things needed that will be addressed during renovation should the town buy the facility as well as a complete renovation of the interior and exterior and do-able within the budgeted allotment.

Comparatively, after nearly \$6 million in contemplated renovations to McCartin School as described above, the town would be in search of scarce funds to complete the renovation and purchase the furnishings needed to open the Senior Center. Conversely, if the Blessed Sacrament building is secured by the town, nearly \$5.5 million of funding would be available to complete the renovation and furnish the facility to become a state of art Senior Center to benefit the 13,000 residents who could avail themselves to the senior programming offered by the town.

### **Summary**

Based on the aforementioned, I recommend that the Town Council approve the purchase of the Blessed Sacrament Church by approving the attached resolution prepared by Assistant Corporation Counsel Richard Gentile which outlines a variety of conditions that must be approved prior to the town executing the purchase. Please place this item on the agenda for the February 6<sup>th</sup> Town Council Meeting. I will be on hand to address any questions or concerns that may come up on this memo or in general on either of the facilities.


Thank you.

### **Attachments:**

- Memo from Corp Counsel Richard Gentile
- Appraisal
- Contract
- July 2016 Preliminary Estimate for McCartin School
- Memo by Kathy Kane, Senior Services Coordinator
- Letter of additional funding from The Friends of East Hartford Seniors for the Project
- Property Card for 15 Milbrook Road

C: S. Chadwick, Corporation Counsel  
M. Walsh, Director of Finance  
R. Gentile, Assistant Corporation Counsel  
T. Bockus, Public Works Director  
E. Buckheit, Development Director  
P. O'Sullivan, Grants Administrator  
T. Fravel, Parks Director  
G. Grew, Inspection and Permits Director  
K. Kane, Senior Services Supervisor  
S. Lather, Senior Services Coordinator

## OFFICE OF CORPORATION COUNSEL

Date : January 26, 2018  
To : Mayor Leclerc  
From : Richard Gentile   
Re : 15 Millbrook Drive  
Blessed Sacrament Church

You have informed me that you have identified 15 Millbrook Drive (the former Blessed Sacrament Church) as the location for the Town's new Senior/Community Center. In an arm's length negotiation, and based upon the attached appraisal, as well as other factors, you have agreed to a purchase price of \$900,000. I attach hereto a Real Estate Contract which has received all necessary Canonical approvals. I draw your attention to paragraph #12, which gives the Town maximum flexibility in conducting all necessary inspections of the property. We are currently in the process of conducting a phase one environmental assessment and title search on the property (as required by Section 10-18 of the Ordinances) as well as a Town review of the condition of the structure and its mechanicals. Tim Bockus has indicated his comfort utilizing the attached surveys to satisfy the survey requirements of Section 10-18. No taxes are currently due on the property.

I request that you ask Chairman Kehoe to place this matter on the February 6 Town Council agenda for action by the Town Council acting as a Committee of the Whole.

I suggest the following Motion:

Move that the Town Council, acting as a Committee of the Whole for the Real Estate Acquisition and Disposition Committee waives the survey requirement of §10-18(b) and authorizes the Mayor, to execute the attached contract and in her discretion, based upon the results of the due diligence required under Section 10-18 of Town Ordinances and allowed under the contract, to purchase the property known as 15 Millbrook Drive, East Hartford, Connecticut for \$900,000.

# APPRAISAL



**WELLSPEAK DUGAS & KANE, L.L.C.**

Real Estate Appraisal & Consulting

## **RESTRICTED USE APPRAISAL REPORT**

### **PROPERTY BEING APPRAISED:**

Blessed Sacrament Church  
15 Milbrook Drive  
East Hartford, Connecticut

### **AUTHORIZED BY:**

Scott R. Chadwick  
Town Attorney, East Hartford  
Chadwick & Stone, LLP  
111 Founders Plaza  
Suite 1702  
East Hartford, CT 06108

### **EFFECTIVE DATE OF APPRAISAL:**

September 25, 2017

### **PREPARED BY:**

Wellspeak Dugas & Kane, L.L.C.  
55 Realty Drive, Suite 305  
Cheshire, Connecticut 06410  
Phone: (203) 699-8920 / Fax: (203) 699-8938  
[www.wdk95.com](http://www.wdk95.com)







**WELLSPEAK DUGAS & KANE, L.L.C.**

Real Estate Appraisal & Consulting

October 11, 2017

Scott R. Chadwick, Esq.  
Town Attorney, East Hartford  
Chadwick & Stone, LLP  
111 Founders Plaza  
Suite 1702  
East Hartford, CT 06108

Re: Blessed Sacrament Church  
15 Milbrook Drive  
East Hartford, Connecticut

Dear Mr. Chadwick:

Per your authorization, we have examined the above-referenced property for the purpose of estimating its market value as of September 25, 2017, coincident with the date of inspection. The interest appraised is the fee simple estate. The function of this valuation is for potential acquisition.

This report is a Restricted Use Appraisal completed in summary format. The client/intended user of the report is the Town of East Hartford and its counsel, Chadwick & Stone, LLP. Because this is a Restricted Use Appraisal the report may only be used by the intended user. The intended use of this appraisal is for potential acquisition. This report satisfies appropriate federal, state and industry standards for a Restricted Use Appraisal Report.

The appraised property consists of a 1.88 acre site in the town of East Hartford, Connecticut. Improvements on the site include a church that was constructed in 1975 but has been fallow since June 2017 when the church was shuttered. The improvements include 18,489 square feet of gross building area. According to representatives the church was designed with a highly functional floor plan to allow various uses of the space. This bodes well for the reuse of the asset as the building does not have most of the special architectural features normally found in such buildings. As of the date of valuation, the church has been shuttered by the Hartford Archdiocese and scheduled for disposition. The improvements are considered to be in average physical condition.

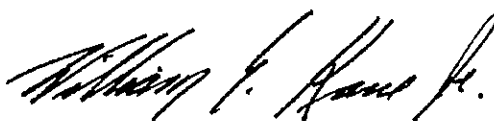
The basic assumptions and limiting conditions on which our valuation is based are detailed within the body of this report. These include all assumptions regarding environmental conditions and the Americans with Disabilities Act.

In our opinion, the market value of the fee simple interest, as of September 25, 2017, is best represented by the following amount:

**FIVE HUNDRED FIFTY THOUSAND DOLLARS**  
**(\$550,000)**

The summary appraisal report and Addenda that follows set forth in restricted form pertinent data and analyses leading to the conclusions presented.

Very truly yours,

A handwritten signature in black ink, appearing to read "William E. Kane, Jr.", written in a cursive style.

William E. Kane, Jr, MAI  
License No. RCG.0000318

## TABLE OF CONTENTS

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## PHOTOGRAPHS OF THE SUBJECT PROPERTY



**West elevation facing Main Street, East Hartford**



**South elevation/main entrance to the building**



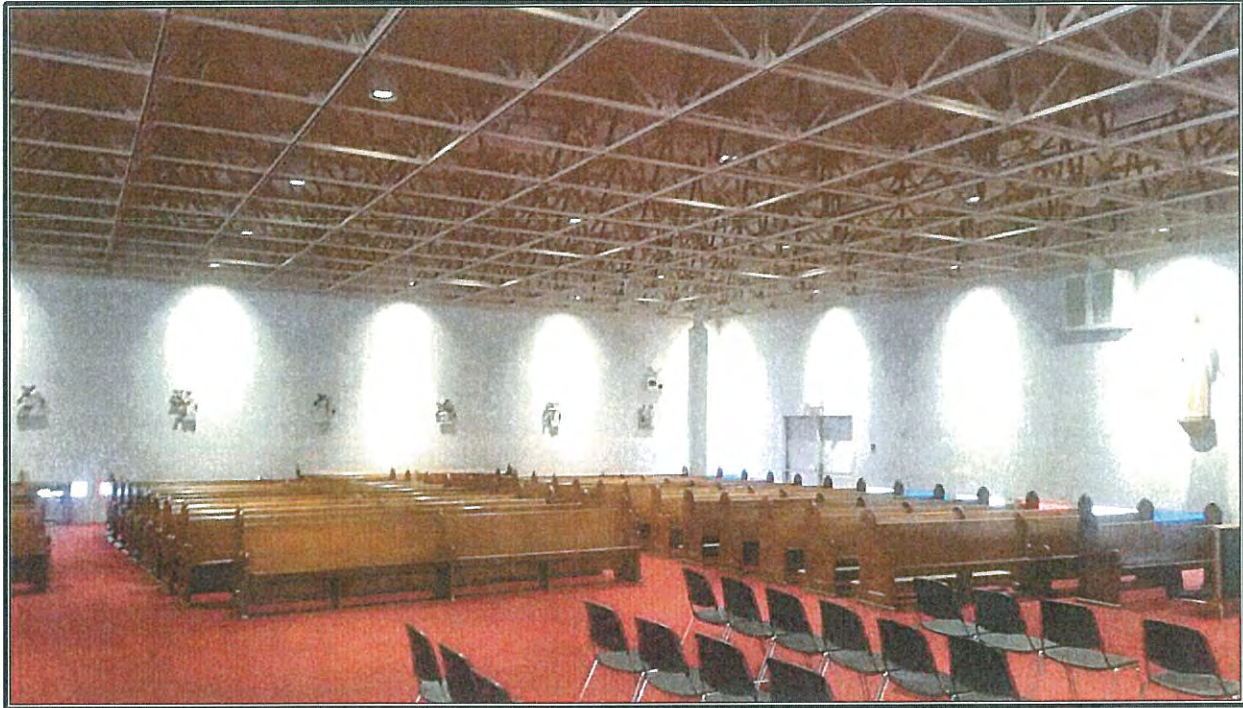


**North elevation, entrance to the partial basement**



**Parking field (estimated at 80 spaces)**





Interior of main hall



Father James E. Harrison Hall (sport court)

**VALUATION SUMMARY**PROPERTY IDENTIFICATION

Location 15 Milbrook Drive, East Hartford, Connecticut

VALUATION ISSUES

Property Interest Appraised Fee simple estate

Purpose of Appraisal To estimate market value

Client/Intended User The client and intended user of this report is the Town of East Hartford and its counsel, Chadwick & Stone, LLP represented by Scott R. Chadwick, Esq.

Intended Use of Appraisal Potential acquisition

Effective Date of Value Opinion May 19, 2005

Date of Report Preparation September 25, 2017

Report Option This report is a Restricted Use Appraisal Report in accordance with Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file.

Extraordinary Assumptions None

Hypothetical Conditions None

SCOPE OF APPRAISAL ISSUES

Description of the Appraisal Development Process The estimate of market value presented in this report was developed after inspecting the subject property on September 25, 2017 and other due diligence regarding the subject as well as research of sales of similar properties.

Departure from Standard 1 Per prior agreement with the client, the Income Capitalization and Cost Approaches were not applied in this analysis. These approaches are not critical to the development of a credible conclusion in an assignment of this type.



PROPERTY USE

## Current Use

Fallow; the buildings were formerly used as a church and ancillary sports court. However, the church was shuttered by the Hartford Archdiocese since June 2017 and has been scheduled for disposition.

## Highest and Best Use

Assembly Hall

SALES COMPARISON APPROACH

The following chart summarizes the details of those sales considered most applicable in estimating market value for the subject real estate. The analysis has been abridged for this report. The primary unit of comparison relied upon in this section of the report is sale price per square foot of gross building area.

COMPARABLE BANQUET/CHURCH BUILDING SALES							
Sale No.:	Subject Property	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Sale Data:	Property Name	Blessed Sacrament	Michael's At The Grove	The North House	Hawthorne Inn	435 Whalley Avenue	242-262 Bee Street
	Address	15 Milbrook Drive	42 Vall Road	280 Avon Mountain Road	2421 Wilbur Cross Hwy	New Haven, CT	Meriden, CT
	City/State	East Hartford, CT	Bethel, Connecticut	Avon, CT	Berlin, CT		Bristol, CT
	Grantor	—	General Real Estate Holdings, LLC	Leeward Strategic Properties, Inc.	Mayra, Inc.	Yeshiva Gedolah Rabbincal Institute of New England, Inc.	New Life Church Inc.
	Grantee	—	MTMShak, LLC	North House Realty, LLC	Hawthorne Elite Plaza, Inc.	Upper Room Christian Center	The Society of Trinity Church
	Date of Sale	—	6-Apr-16	24-Jun-15	9-Mar-15	June 28, 2017	November 9, 2016
	Sale Price	—	\$787,500	\$1,850,000	\$1,250,000	\$1,525,000	\$1,040,000
	Volume/Page	—	Vol. 1069, Page 731	Vol. 687, Page 389	Vol. 708, Page 235	Vol. 9593, Page 279	Vol. 5149, Page 67
	Prop. Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple		Vol. 2013, Page 94
Land Data:	Zone	R3	R-20, Residential	CPA	Commercial	RM2	R-15
	Land Area (Acres)	1.880	3.84	5.09	5.10	2.75	0.99
	Land Area (Sq. Ft.)	81,893	167,270	221,720	222,156	119,790	43,124
	LTB Ratio	4.43	10.51	11.24	7.73	2.53	2.29
Building Data:	Property Type	Former Church	Restaurant/Banquet Facility	Restaurant/Banquet Facility	Banquet Facility	100/Church/Residential/OI	Church/School
	GBA	18,489	15,910	19,727	28,757	47,433	17,057
	Year Built	1975	1938	1757/1923/1992	1950	1924, 30,35 & 56	1963
	Construction	Steel	Wood Frame	Wood Frame	Average	Average	Average
	Functional Utility	Average	Average	Average	Average	Average	Average
	Quality/Condition	Average	Fair/Below Average	Average/Average	Average/Below Average	Average/Below Average	Average/Below Average
Comments:	Conditions of Sale	—	None	None	None	Arm's Length	Arm's Length
	Financing	—	Market	Market	Seller Financing	Cash to Seller	Cash to Seller
Unit Prices:							
	Sale Price/Sq. Ft. of GBA	—	\$49.50	\$93.78	\$43.47	\$32.15	\$60.97

The sales selected for analysis include three banquet facilities (Sales 1 through 3) and three church sales (Sales 4 through 6). The unadjusted unit prices range between \$21.28 and \$93.78 per square foot. The highest unit price is reflected by the sale of a large restaurant and banquet facility in Avon (**Sale 2**). This sale requires significant downward adjustment for the location, level of finish and use.

The lowest unit price is reflected by the sale of church and school wherein the use was retained (**Sale 6**). The property included a sanctuary with sitting for 250 people, offices, classrooms, meeting hall and a kitchen. This building has less versatile functional utility. In terms of physical characteristics, the property had sustained some damage from a boil/water heater issue. While the boiler/water heat issue has been corrected there was still water damage to the property that need repair. Overall, the unit price of this transaction would require an upward adjustment in comparison to the subject.

The sale of Michael's at the Grove in Bethel (**Sale 1**) transferred at a unit price of \$49.50 per square foot. Like the subject, this property is located in a residential neighborhood. The property



has inferior access but is located in a desirable Fairfield County Community ultimately requiring a downward adjustment for location. However, the finish is of a higher quality than the interior finishes at the subject. A downward adjustment for superior land-to-building ratio is warranted. Overall this sale would suggest a unit price less than \$25 per square foot for the subject.

**Sale 3** reflects the sale of the Hawthorne Inn, which features a restaurant, lounge and banquet facility. This is a foreclosure sale, having transferred at auction. Despite a long marketing period, an upward adjustment to the unit price is required due to lack of negotiations and ability to perform necessary due diligence. In terms of location, the sale property is located in Berlin, on the Berlin Turnpike. The property is exposed to heavy traffic, a characteristic superior to the subject which is located in a residential setting. It should be noted that while the subject is located proximate to an exit of Route 2, this interchange is scheduled for removal. In terms of physical characteristics, the property was fully renovated prior to sale. Overall, its physical condition is superior to the subject. A downward adjustment for superior land-to-building ratio is warranted. This sale would indicate a unit price for the subject less than \$25 per square foot.

**Sale 4** represents a recent sale in the city of New Haven, CT. The property sold for \$1,525,000, or \$32.15 per square foot. The property included a church, dormitory, rectory and garage, as well a school building. The school building was in above average condition and was the main selling point of the sale property. At the time of sale there were no stated plans for the church. The dormitory and rectory were going to be converted to office or residential use and the school was to continue use as a school. While this sale does indicate a demand for school buildings, it is noted that the school was in the better condition than the other buildings. Overall, the upward adjustment for size and inferior land-to-building ratio is more than offset by the downward adjustment for the condition of the improvements, especially the school. The unit price would be adjusted downward slightly in comparison to the subject.

**Sale 5** represents a sale within the community of Meriden, CT. The sale property includes of a church and a single-family house that was purchased for \$1,040,000, or \$60.97 per square foot. According to the broker the church was in good condition with a relatively new roof and heating system. The basement was fully utilized as a daycare and the first floor was approximate half sanctuary and half school. In terms of physical characteristics, significant downward adjustment is warranted for the superior condition, utility and land to building ratio of the sale property. Overall, it is our opinion that the subject would sell at a significantly lower unit price than this sale property.

**Sale 6** represents the transfer of a church in the city of Bristol at a price of \$400,000, or \$21.28 per square foot. The property included a sanctuary with seating for 250 people, offices, classrooms, meeting hall and a kitchen. In terms of physical characteristics, downward adjustment is warranted as the roof was relatively new. However, the property had sustained some damage from a boil/water heater issue. While the issue had been resolved and the boiler replaced there was still damage to the property that needed to be repaired at the time of sale. Additionally, the sale property has an inferior land to building ratio, warranting an upward adjustment. Overall, it is our opinion that the subject would sell at a higher unit price than this sale property.

Sale No.	1		2		3		4		5		6	
	42 Vail Road Bethel, Connecticut		The North House Avon, CT		Hawthorne Inn Berlin, CT		435 Whalley Avenue New Haven, CT		242-262 Bee Street Meriden, CT		175 Summer Street Bristol, CT	
	Adj.	Unit Amt.	Adj.	Unit Amt.	Adj.	Unit Amt.	Adj.	Unit Amt.	Adj.	Unit Amt.	Adj.	Unit Amt.
Unit Price		\$49.50		\$93.78		\$43.47		\$32.15		\$60.97		\$21.28
Real Property Rights	0.00%	\$ 49.50	0.00%	\$ 93.78	0.00%	\$ 43.47	0.00%	\$ 32.15	0.00%	\$ 60.97	0.00%	\$ 21.28
Financing Terms	0.00%	\$ 49.50	0.00%	\$ 93.78	0.00%	\$ 43.47	0.00%	\$ 32.15	0.00%	\$ 60.97	0.00%	\$ 21.28
Conditions of Sale	0.00%	\$ 49.50	0.00%	\$ 93.78	25.00%	\$ 54.34	0.00%	\$ 32.15	0.00%	\$ 60.97	0.00%	\$ 21.28
Market Conditions	0.00%	\$ 49.50	0.00%	\$ 93.78	0.00%	\$ 54.34	0.00%	\$ 32.15	0.00%	\$ 60.97	0.00%	\$ 21.28
Location	-25.00%	\$ (12.38)	-40.00%	\$ (37.51)	-20.00%	\$ (10.87)	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Physical Characteristics												
Size / Utility	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	10.00%	\$ 3.22	0.00%	\$ -	0.00%	\$ -
Age/Condition/Quality	-15.00%	\$ (7.43)	-20.00%	\$ (18.76)	-25.00%	\$ (13.58)	-25.00%	\$ (8.04)	-35.00%	\$ (21.34)	20.00%	\$ 4.26
Zoning/utilities/ Alt. Use	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Land-to-Building Ratio	-10.00%	\$ (4.95)	-10.00%	\$ (9.38)	-5.00%	\$ (2.72)	5.00%	\$ 1.61	-10.00%	\$ (6.10)	5.00%	\$ 1.06
Economic Conditions	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ -
Subtotal		\$ (24.75)		\$ (65.65)		\$ (27.17)		\$ (3.22)		\$ (27.44)		\$ 5.32
Adjusted Unit Price		\$ 24.75		\$ 28.13		\$ 27.17		\$ 28.94		\$ 33.53		\$ 26.60

Based upon an analysis of the preceding sale data, our opinion is that the subject property has a fee simple market value ranging between \$24.00 and \$34.00 per square foot of gross building area, with a most probable value of \$30.00 per square foot:

18,489 square feet @ \$30.00/sq. ft. = \$554,670

Rounded to \$550,000

**VALUE INDICATED VIA  
SALES COMPARISON APPROACH .....\$550,000**

#### CONCLUSIONS

Opinion of Value \$550,000

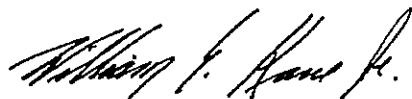
Indicated Exposure Time 6 to 9 months

## CERTIFICATION

The undersigned does hereby certify that to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. William E. Kane, Jr. made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person(s) signing this certification.
11. The reported analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, William E. Kane, Jr. has completed the requirements of the continuing education program of the Appraisal Institute.



William E. Kane, Jr., MAI  
License No. RCG.0000318

## ASSUMPTIONS AND LIMITING CONDITIONS

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. No responsibility for legal matters is assumed. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, unless otherwise specified.
2. A request was made for all pertinent information regarding the subject property for the purpose of this valuation. The request included any data deemed relevant to this analysis. The valuation contained herein reflects all such information received.
3. The maps, plats, and exhibits included in this report are for illustration only to help the reader visualize the property. They should not be considered as surveys or relied upon for any other purpose. No appraiser responsibility is assumed in connection therewith.
4. This appraiser, by reason of this report, is not required to give testimony or be in attendance in any court or before any governmental body with reference to the property in question unless arrangements have been previously made.
5. No engineering survey has been furnished to the appraiser, and no responsibility is assumed for engineering matters, mechanical or structural. Good mechanical and structural condition is assumed to exist.
6. It is assumed, unless specifically disclosed, that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws, unless noncompliance is stated and considered in this report. Specifically, it is assumed that hazardous substances, including friable asbestos, lead paint, toxic waste or contaminated ground water do not exist at the subject property. Members of this office are not qualified to determine the existence of, nor is any certification made as to the presence or absence of, any hazardous substances. No responsibility is therefore assumed for such conditions.
8. No soil borings or analysis have been made of the subject. It is assumed that soil conditions are adequate to support standard construction consistent with the highest and best use as stated in this report.
9. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based, unless noncompliance is stated and considered in this report.

10. We have not completed a compliance survey and analysis of the subject property to determine whether or not it is in conformity with the requirements of the Americans with Disabilities Act (ADA), nor have we considered possible noncompliance with the requirements of ADA in estimating the value of the subject property.
11. The individual values estimated for the various components of the subject property are valid only when taken in the context of this report and are invalid if considered individually or as components in connection with any other appraisal.
12. When the Discounted Cash Flow Analysis is utilized, it is prepared on the basis of information and assumptions stipulated in this report. The achievement of any financial projections will be affected by fluctuating economic conditions and is dependent upon the occurrence of other future events that cannot be assured. Therefore, the actual results achieved may well vary from the projections and such variations may be material.
13. The date of value to which the opinions expressed in this report is set forth in a letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date that may affect the opinions herein stated.
14. If this report is used within a credit sale-leaseback-type transaction, or the offering structure of a syndicate or syndication partnership, joint venture, or association, it is to be noted that the market value estimate rendered is restricted exclusively to the underlying real property rights defined in this report. No consideration whatsoever is given to the value of any partnership units or interest(s), broker or dealer selling commissions, general partners' acquisition fees, operating deficit reserves, offering expenses, atypical financing, and other similar considerations.
15. Our value estimate presumes that all benefits, terms, and conditions have been disclosed in any lease agreements, and we have been fully informed of any additional considerations (i.e., front-end cash payments, additional leasehold improvement contributions, space buybacks, free rent, equity options).
16. Neither all nor any part of the contents of this report shall be conveyed to the public, without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the authors or firm with which they are connected, or any reference to the Appraisal Institute, or to the MAI designation.

## PROFESSIONAL RESUME OF THE APPRAISER

### WILLIAM E. KANE, JR., MAI

#### Real Estate Appraisal Experience

Real estate appraiser with WELLSPEAK DUGAS & KANE. Formerly employed at the firm of Edward F. Heberger and Associates, Inc., Cheshire, Connecticut, between January 1983 and June, 1995. Assignments include narrative and bank form appraisals of office buildings, regional malls, shopping centers, condominium properties, condominium marketability and feasibility studies, highest and best use studies, and appraisals of other commercial properties. Specializations include proposed multitenant income-producing properties.

Qualified as an expert witness in the state of Connecticut and New Hampshire court systems.

#### Educational Background

University of Connecticut, Storrs, Connecticut

Degree: Bachelor of Science and Business Administration

Major: Real Estate and Urban Economic Studies

Completed course requirements for additional major in Finance

The Appraisal Institute is the result of the January 1, 1991, unification of the American Institute of Real Estate Appraisers and the Society of Real Estate Appraisers. Completed courses that were formerly offered by AIREA and the Society are recognized by the Appraisal Institute.

Society of Real Estate Appraisers

- Successfully challenged SREA 201 examination for Income Property Analysis

American Institute of Real Estate Appraisers and Appraisal Institute

Successfully completed the following courses:

- Real Estate Appraisal Principles (Examination 1A-1)
- Basic Valuation Procedures (Examination 1A-2)
- Capitalization Theory and Techniques - Part A (Examination 1B-B)
- Capitalization Theory and Techniques - Part B (Examination 1B-B)
- Case Studies in Real Estate Valuation (Examination 2-1)
- Valuation Analysis and Report Writing (Examination 2-2)
- Standards of Professional Practice Examination (SPP)
- Demonstration Appraisal Report
- Comprehensive Examination

Awarded five years of creditable appraisal and field appraisal experience by the American Institute of Real Estate Appraisers.

#### Professional Affiliations

- Past member of the Research Advisory Committee for the Center for Real Estate and Urban Economic Studies, School of Business Administration, University of Connecticut.
- State of Connecticut - Certified Real Estate Appraiser - Certification No. RCG.0000318 - Expires: April 30, 2018.
- Member of the Appraisal Institute, MAI Designation No. 9686.
- Past member of the International Council of Shopping Centers.

# PURCHASE CONTRACT

## REAL ESTATE CONTRACT

### 1. PARTIES.

**Buyer:** Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

**Seller:** Saint Edmund Campion Parish Corporation  
538 Brewer Street  
East Hartford, CT 06118

2. **PROPERTY.** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, all of the right, title and interest in certain real property consisting of the parcel with all improvements thereon known as 15 Millbrook Drive, East Hartford, Connecticut ("Property"), more particularly described in Schedule A appended hereto and made a part hereof, and Seller's right, title and interest in the kitchen equipment and appliances with the exception of the industrial stove. Seller retains the right, but not the obligation, to remove all other personal property from the site.

3. **FIXTURES.** Fixtures attached or appurtenant to or used in connection with said Property are represented to be owned by the Seller, free from all liens and encumbrances, except as herein stated. Certain fixtures, including but not limited to liturgical, religious, and sacred objects, may be removed from the Property prior to closing. Without limiting the generality of the foregoing, fixtures such as lighting, heating, and plumbing fixtures are included in the sale and will not be removed.

### 4. PRICE.

- |    |  |                     |
|----|--|---------------------|
| a) | The total purchase price is:   | <b>\$900,000.00</b> |
| b) | Buyer shall make the following deposit with the execution of this contract:                | <b>\$25,000.00</b>  |
| d) | Total Additional Funds Due at Closing payable by Certified or Bank Draft or wire transfer: | <b>\$875,000.00</b> |

5. **ESCROW OF DEPOSITS.** All deposits will be held in escrow by Seller's attorney, Cooney, Scully and Dowling, 10 Columbus Avenue, Hartford, CT 06106 ("Escrow Agent") in a non-interest bearing account. In case of a dispute, the Seller's Agent shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon.

6. **CONDITION OF PROPERTY.** The Buyer represents that, subject to the provisions of Paragraph 11 of this Contract, Buyer has inspected the Property thoroughly; that Buyer is satisfied with its condition; that Buyer will take title to the premises in its existing AS IS condition. Seller agrees that it shall maintain the Property in the same condition as exists on the date hereof, reasonable wear and tear excepted.

7. **RISK OF LOSS.** Throughout the period between the date of this contract and the closing, all risk of loss shall be on the Seller, and the Seller shall keep the improvements on the Property



insured against loss by fire or other casualty for their full replacement value. Should any building or improvements be destroyed or damaged by fire or other such casualty and not be restored to its present condition during such period, the Buyer may at its election either terminate this Agreement, or accept title to the Property and receive the benefit of all insurance monies received on account of such destruction or damage (less monies expended for protection thereof).

**8. CLOSING.** The Closing will take place on or about April 11, 2018 or such later date if extended in writing by the parties. The closing will be held at Buyer's attorney's office.

**9. TITLE.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record, any state of facts an accurate survey or personal inspection of the Property might reveal, provided they do not render title to the Property unmarketable; (b) current taxes and assessments; (c) a restriction that the Property be used as a community center or other purpose benefitting the public for five (5) years from the date of closing; and (d) a restriction that the Buyer will not use the name Blessed Sacrament Church or any derivative thereof in connection with any operations or activities on the subject Property. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect rendering the title unmarketable under the Standards of the Connecticut Bar Association.

If a title search reveals that title to the Property is not good and marketable, then Buyer shall notify Seller as to the nature and details of such defect and if, at the time of Closing, the Seller shall be unable to clear or rectify such defect and convey marketable title to said premises to the Buyer, then the Buyer may elect to accept such title as Seller can convey, upon payment of the purchase price, or may reject the deed conveying such unmarketable title. Upon such rejection, this Agreement shall terminate and become null and void, the Seller shall return the Buyer's deposit to it, and the parties hereto shall be released and discharged of all further claims and obligations to each other.

**10. ADJUSTMENTS.** Adjustments for taxes, water, fire taxes, sewer, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county where the Property is located.

**11. POSSESSION/MECHANICS' LIENS.** At the time of closing, possession of the improvements on the Property shall be delivered to Buyer free and clear of tenants and subject to ordinary wear and use except as otherwise agreed by the parties. At Closing, Seller shall deliver an affidavit certifying that there are no rights of mechanic's liens or tenants with respect to the Property.

**12. CONDITIONS PRECEDENT TO BUYER'S PAYMENT OF PURCHASE PRICE.**

**A. Inspections.** Seller grants Buyer permission to enter onto the property to conduct the inspections it deems appropriate of the land and improvements for a period commencing upon the date of Buyer's execution of this Contract and terminating March 15, 2018. Buyer agrees to indemnify Seller and hold it harmless against all liabilities, claims and demands (including attorneys'

fees) for personal injury or property damage arising out of or caused by any act or omission of Buyer, its agents, employees, or contractors. Buyer shall use proper care in the performance of its tasks so as not to cause damage to any property, and Buyer shall indemnify and hold Seller harmless from any liabilities, claims, or demands (including attorneys' fees) for damage to such adjoining or adjacent property. This section shall survive a termination of the contract or a closing of the transaction. If Buyer determines that the Property is not suitable for Buyer's purposes, Buyer may terminate this Contract by forwarding a written notice of termination to Seller's Representative by March 16, 2018. If Buyer has so terminated this Contract, then Seller shall promptly return Buyer's deposit to it and neither party shall have further liability to the other except for Buyer's indemnification obligations set forth in this paragraph which shall survive such termination.

**B. Municipal Approvals.** Buyer shall have until March 15, 2018 by which to obtain all necessary municipal approvals and authorizations for its proposed purchase of the property. If Buyer is unable to obtain such approvals by March 15, 2018, it may terminate this Contract by so notifying the Seller in writing by March 16, 2018 in which event the Seller shall return Buyer's deposit to it and neither party shall have any further liability to the other.

**C. Inspection Reports/Surveys.** Within five (5) business days after the execution of a contract, Seller shall deliver to Purchaser copies of the following if Seller has such document in its possession:

- Existing survey
- Environmental Reports
- Building Inspection Reports

Buyer shall provide Seller with copies of all inspection reports, testing results, surveys that it has performed upon its receipt of same, and will provide Seller with copies of all governmental applications with supporting documentation that it files with any governmental entity at time of filing.

**13. BROKER/NOTICE TO AGENTS.** The parties recognize and acknowledge that no realtor was involved in this transaction. If a brokerage claim arises, the party through or from which such claim arises shall save, defend, and hold the other harmless from and against such claim and expense associated therewith (including attorneys' fees and court costs).

**14. NOTICES.** Any notice required to be provided under this Contract shall be deemed properly given if sent to the party or its attorney via overnight mail through a national carrier, via registered or certified mail through the United States Postal Service, or via email (with acknowledgement of receipt by recipient party).

**15. ATTORNEY'S FEES.** In the event either the Seller or the Buyer shall bring suit on account of any breach of covenant, agreement, or condition herein written, the prevailing party in such litigation shall be entitled to reasonable attorney's fees, in addition to the amount of the judgment, and costs.

16. **ASSIGNMENT PROHIBITION.** This Contract is not assignable by the Buyer without the Consent of the Seller.

17. **DEFAULT BY SELLER.** If the Seller shall be in default under this Contract, the Buyer shall be entitled to terminate this Contract (by written notice to the Seller) and the Seller shall return all deposit monies to Buyer. Buyer may pursue any remedy available to the Buyer in law or equity.

18. **DEFAULT BY BUYER.** The Buyer shall be in default under this Contract in the event that the Buyer shall fail to perform and comply with the agreements and conditions which are required to be performed or complied with by the Buyer pursuant to this Contract. If the Buyer shall be in default under this Contract, the Seller shall be entitled to terminate this Contract (by written notice to the Buyer) and retain all deposit monies and/or pursue any remedy available to the Seller in law or equity.

19. **COUNTERPARTS.** This Contract may be executed by the parties in counterparts.

20. **COMPLETE AGREEMENT.** This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This Contract may not be modified except by an instrument in writing signed by the parties hereto.

Witnesses:

**BUYER: Town of East Hartford**

BY \_\_\_\_\_

Its

Date: \_\_\_\_\_

Witnesses:

**SELLER: Saint Edmund Campion Parish Corporation**

BY \_\_\_\_\_

Rev. John P. Gwozdz  
Its Treasurer

Date: \_\_\_\_\_

**PROPERTY DESCRIPTION**  
(The Blessed Sacrament Church Corporation)

**15 Milbrook Drive:**

All that certain piece or parcel of land, with the buildings and improvements thereon and the appurtenances thereto, known as 15 Milbrook Drive in the Town of East Hartford, County of Hartford and State of Connecticut, and bounded and described as follows:

North by Cambridge Road;

East by Milbrook Drive and Lots 140 and 7 as shown on "Map of Milbrook Park East Hartford, Conn. Owned By: The Milbrook Park Company, Inc. East Hartford, Conn. Scale 1" = 100' Oct. 27, 1941 Revised Nov. 24, 1941";

South by Lots 7, 9, 11 and a small portion of Lot 13 on said map of Milbrook Park, and by Oxford Drive, in part by each; and

West by Cambridge Drive and Oxford Drive.

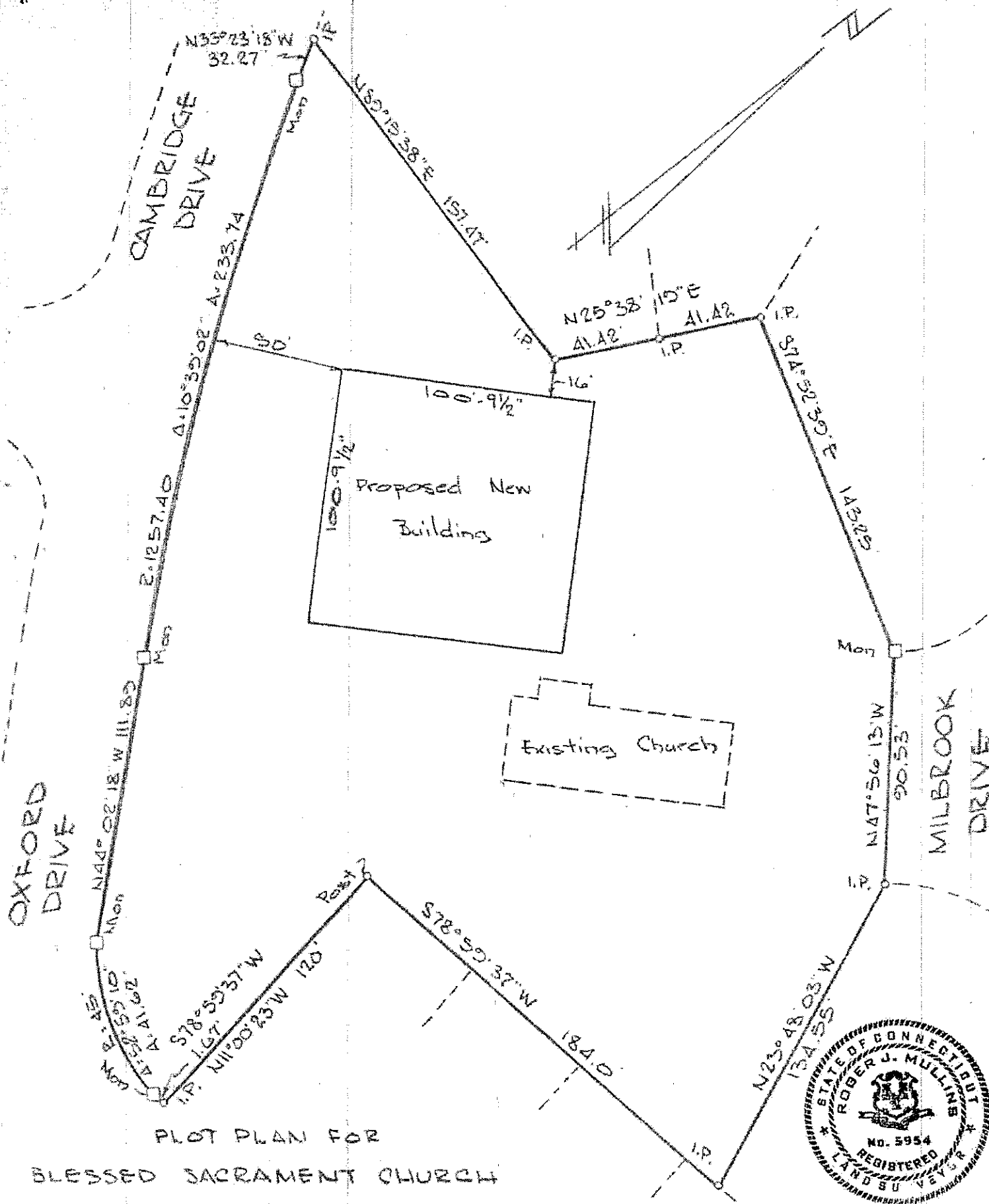
Being a part of the same premises, first piece and second piece, as conveyed to The Blessed Sacrament Church Corporation by Quitclaim Deed of The Hartford Roman Catholic Diocesan Corporation dated March 29, 1950 and recorded March 31, 1950 in Volume 169 at Page 296 of the East Hartford Land Records; and

By Warrantee Deed of Bernard Shane dated October 8, 1950 and recorded October 16, 1950 in Volume 171 at Page 73 of the East Hartford Land Records; and

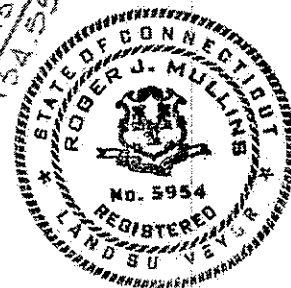
By Warrantee Deed of Adeline E. Riley dated March 2, 1967 and recorded March 15, 1967 in Volume 413 at Page 332 of the East Hartford Land Records; and

By Quitclaim Deed of the State of Connecticut recorded in Volume 426 at Page 297 of the East Hartford Land Records.

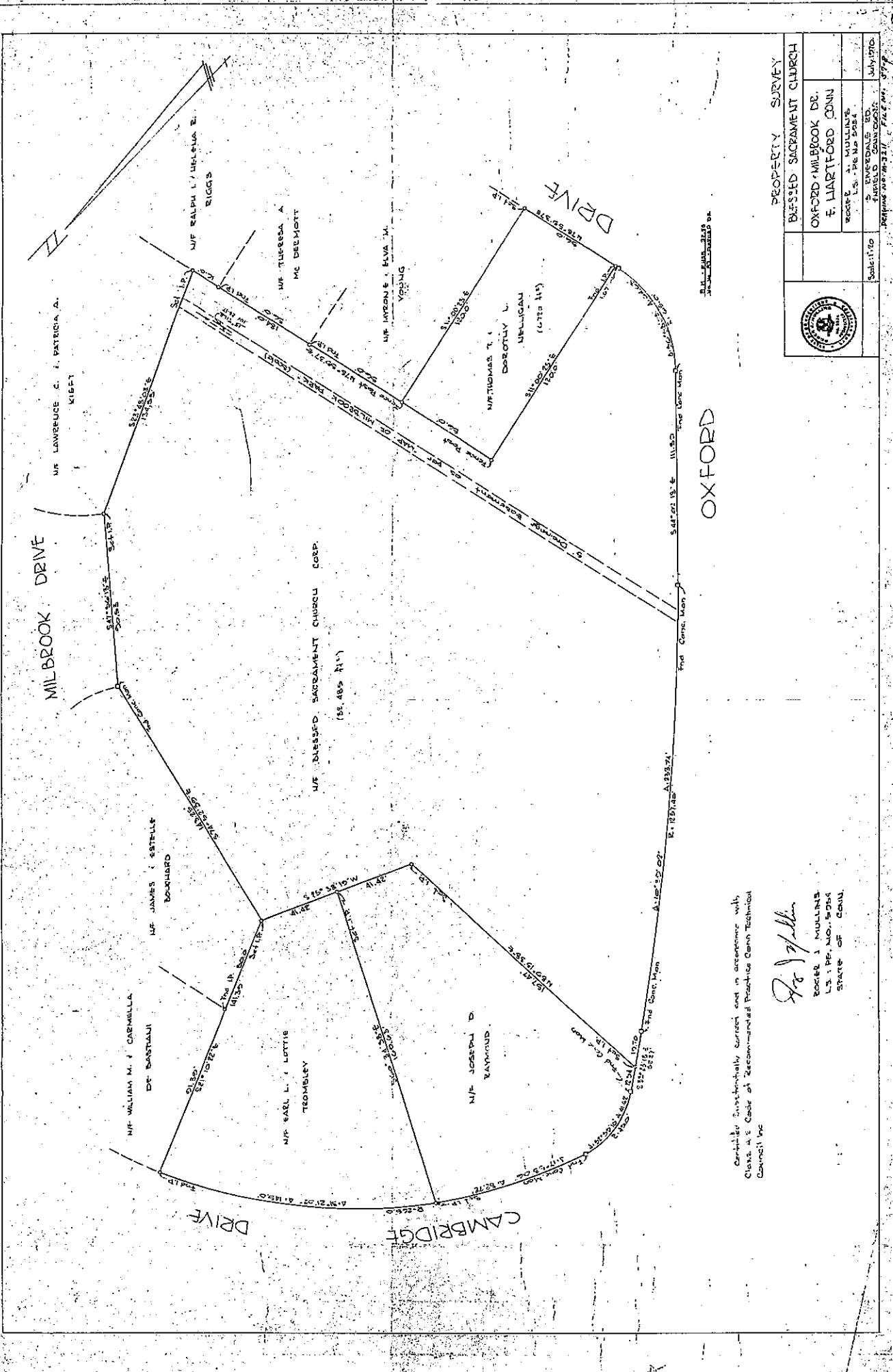
NOTE: Property Description  
will be finalized  
based upon title  
search.



PLOT PLAN FOR  
 BLESSED SACRAMENT CHURCH  
 OXFORD - MILBROOK DR.  
 E. HARTFORD CONN.  
 Scale: 1"=50' Nov. 1970



Certified substantially correct  
*Robert J. Mullins*



PLAT FILED IN  
RECORDS OF THE  
COUNTY OF OXFORD

OXFORD

Certified to be a true and correct copy of the original as the same appears in the records of the County of Oxford, Massachusetts.

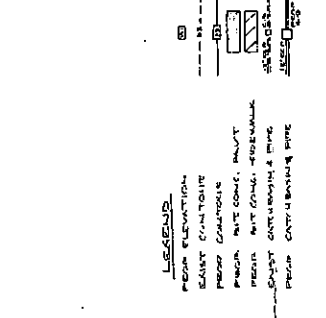
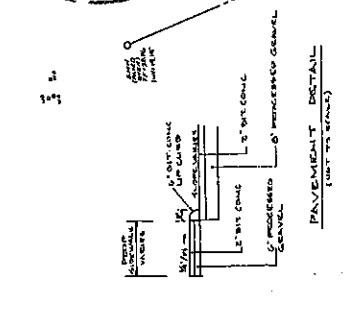
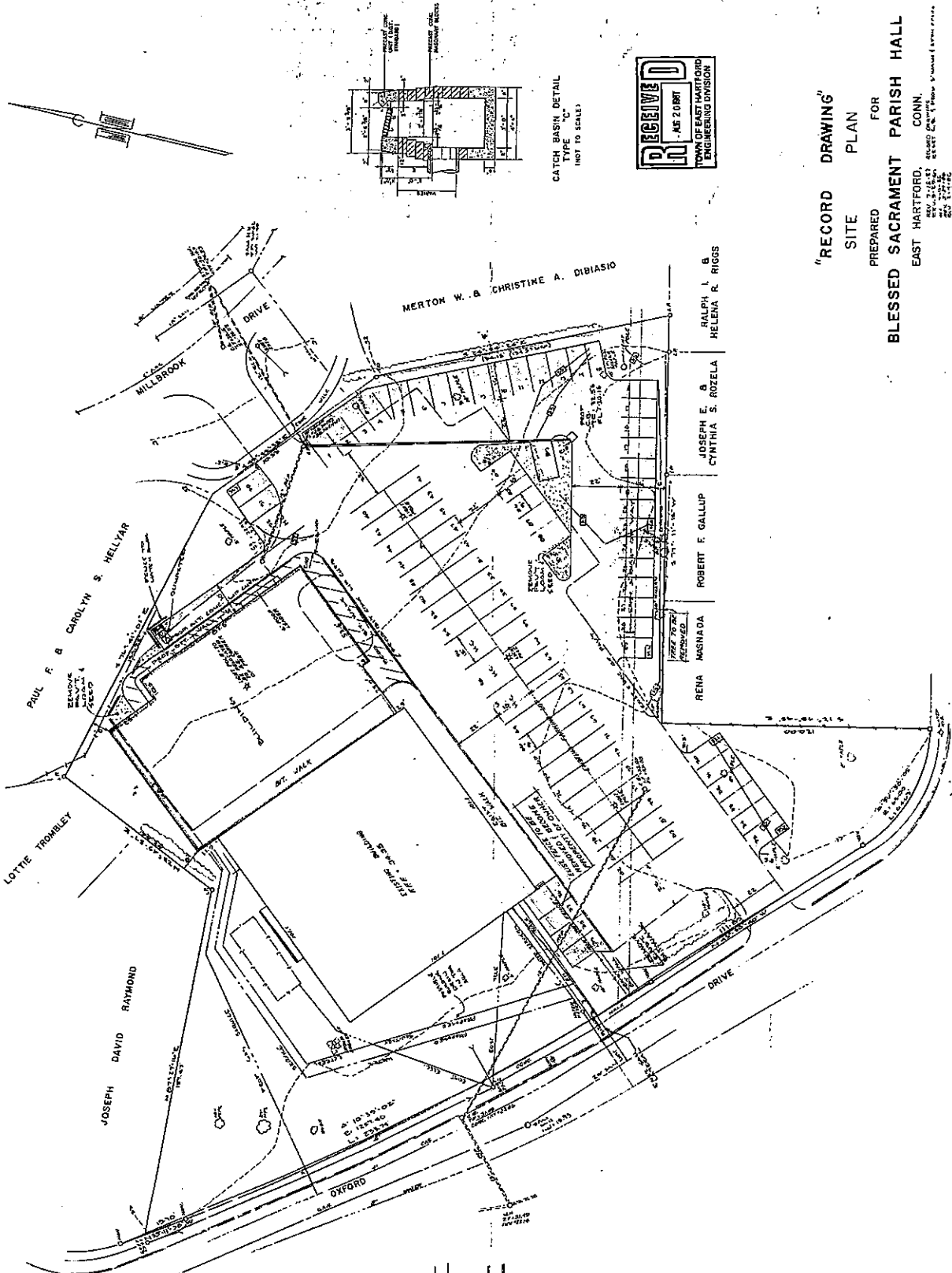
*Handwritten signature*

ROBERT J. MULLINS  
L.S. & P.E. NO. 5054  
STATE OF MASS.



PROPERTY SURVEY

BLISSED SACRAMENT CHURCH	
OXFORD, MASS. CO.	
E. HARTFORD CONN.	
ROBERT J. MULLINS	
L.S. & P.E. NO. 5054	
STATE OF MASS.	
DATE: 10/10/70	
FILE NO. 977	



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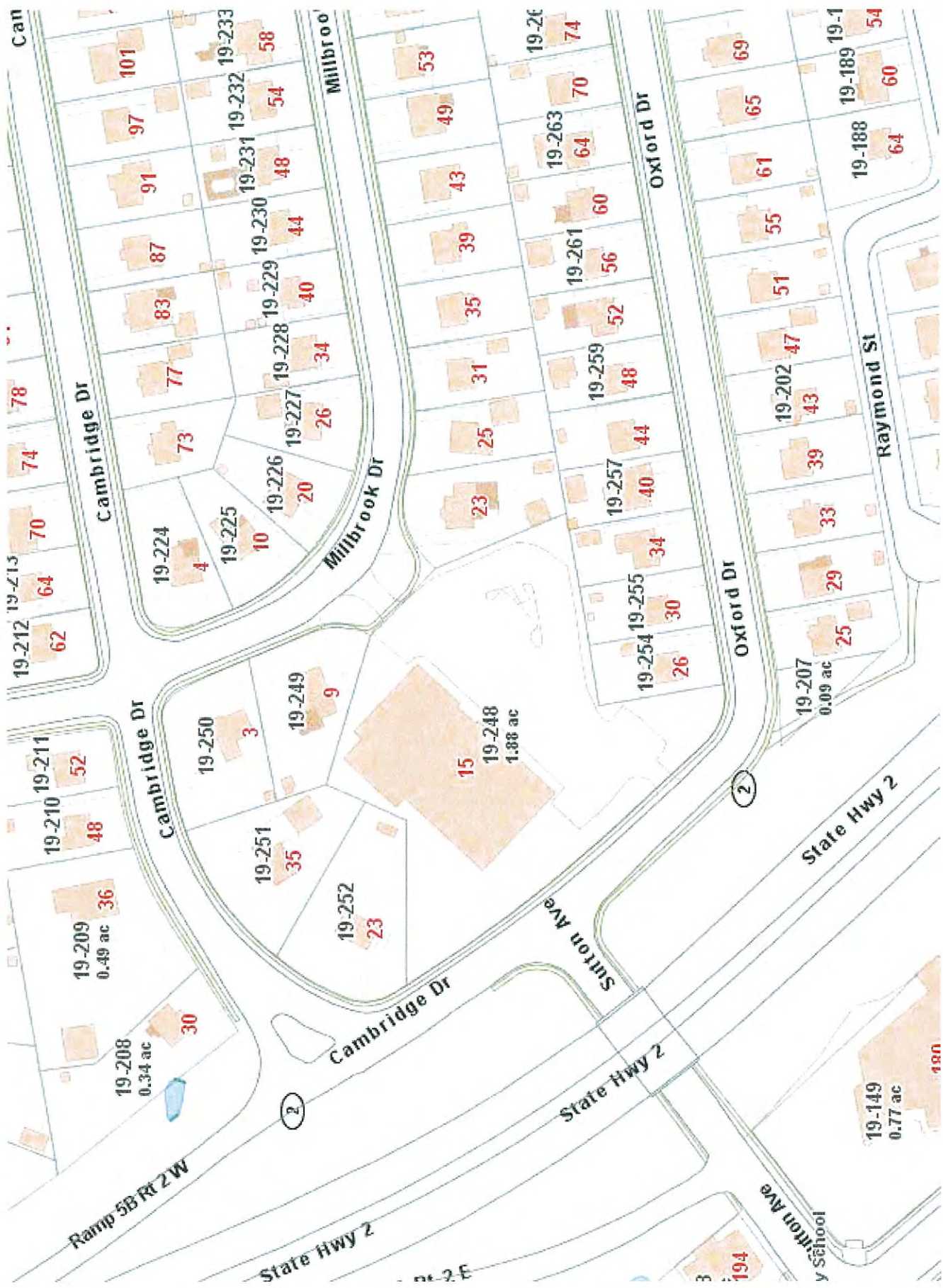
RECEIVED  
 TOWN OF EAST HARTFORD  
 ENGINEERING DIVISION  
 DATE 10-1-83  
 BY [Signature]

"RECORD DRAWING"  
 SITE PLAN  
 PREPARED FOR  
 BLESSED SACRAMENT PARISH HALL  
 EAST HARTFORD, CONN.

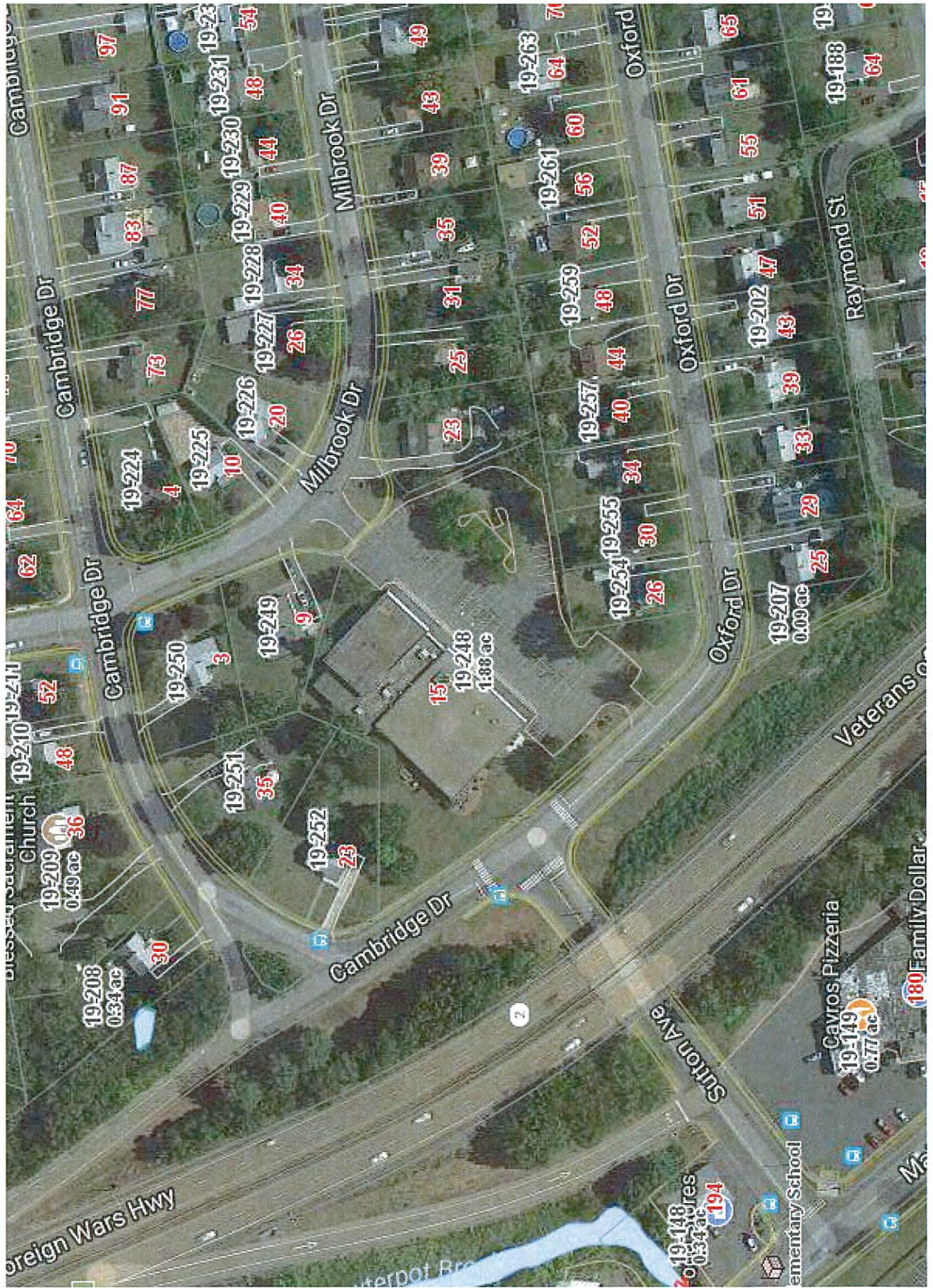
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# EAST HARTFORD SENIOR CENTER

## PREDESIGN COST ESTIMATE

BUILDING ELEMENTS		UNITS	QUANTITY	COST/UNIT	TOTAL
<b>A SUBSTRUCTURE</b>					<b>\$25,000</b>
A10	FOUNDATIONS				
A1010	Standard Foundations (Entry Vestibule, Interior Columns)	SF	250	\$100.00	\$25,000.00
<b>B SHELL</b>					<b>\$860,000</b>
B10	SUPERSTRUCTURE				
B1010	Structural Modifications, (Roof and Clerestory)	ALLOW	1	\$200,000.00	\$200,000.00
	Structural steel Supports at New Openings	ALLOW	1	\$120,000.00	\$120,000.00
B1020	Roof Construction (framing of Clerestory)	SF	5,200	\$10.00	\$52,000.00
B20	EXTERIOR ENCLOSURE				
B2010	Exterior Walls - Alterations	SF	500	\$40.00	\$20,000.00
	Exterior storefront (New Entrances)	SF	450	\$40.00	\$18,000.00
	Clerestory glazing	SF	1,400	\$40.00	\$56,000.00
B2020	Window/Curtain Wall (New and Replacement)	SF	4,000	\$40.00	\$160,000.00
B2030	Exterior Doors				
	72 x 84 motorized Exterior Doors	EACH	4	\$5,500.00	\$22,000.00
	72 x 84 Exterior Doors	EACH	2	\$4,500.00	\$9,000.00
	36 x 84 Exterior Doors	EACH	11	\$2,500.00	\$27,500.00
	Gym Cafeteria Glass Wall	SF	500	\$100.00	\$50,000.00
B30	ROOFING				
B3010	Roof Coverings (Clerestory and Entry)	SF	2,500	\$28.00	\$70,000.00
	Roofing Alterations and Repair, MEP Alterations	ALLOW	1	\$50,000.00	\$50,000.00
B3020	Roof Openings	EACH	1	\$1,500.00	\$1,500.00
B3030	Skylights	EACH	2	\$2,000.00	\$4,000.00
<b>C INTERIORS</b>					<b>\$437,650</b>
C10	INTERIOR CONSTRUCTION				
C1010	Partitions - Gypsum Board on Metal Studs	SF	1,650	\$8.50	\$14,025.00
	Partitions - Aluminum Framed Glazed	SF	2,600	\$30.00	\$78,000.00
C1020	Interior Doors, Frames and Hardware (Wood and Glass Doors)	EACH	42	\$2,000.00	\$84,000.00
C1030	Fittings, Accessories Etc.	SF	27,420	\$0.50	\$13,710.00
C30	INTERIOR FINISHES				
C3010	Wall Finishes (painting)	SF	35,000	\$1.50	\$52,500.00
C3020	Floor Finishes (average, Carpet and Resilient)	SY	2,449	\$35.00	\$85,715.00
C3030	Ceiling Finishes (ACT and Gypsum Board Ceilings, Exposed Decking)	SF	21,940	\$5.00	\$109,700.00
<b>D SERVICES</b>					<b>\$813,467</b>
D20	PLUMBING				
D2010	Plumbing Fixtures	EACH	6	\$2,500.00	\$15,000.00
D2020	Domestic Water Distribution	SF	27,420	\$0.00	\$0.00
D2030	Sanitary Waste (sump rehab)	EACH	1	\$15,000.00	\$15,000.00
D2040	Rain Water Drainage (modifications)	SF	27,420	\$1.00	\$27,420.00
D2090	Other Plumbing Systems	SF	27,420	\$0.00	\$0.00
D30	HVAC				
D3020	Boiler Maintenance & Baseboard Modifications	ALLOW	1	\$25,000.00	\$25,000.00
D3030	Central VRF Cooling System	SF	27420	\$3.62	\$99,260.40
D3040	Demolition of Existing Cooling	ALLOW	1	\$15,000.00	\$15,000.00
D3060	Controls and Instrumentation	ALLOW	1	\$20,000.00	\$20,000.00
D3070	System Balancing and Testing	ALLOW	1	\$15,000.00	\$15,000.00
D40	FIRE PROTECTION				
D4010	Sprinkler System	SF	27,420	\$5.00	\$137,100.00
D4040	Kitchen Hood Ansul System	EACH	1	\$7,500.00	\$7,500.00
D50	ELECTRICAL				

# EAST HARTFORD SENIOR CENTER

## PREDESIGN COST ESTIMATE

D5010	Service/Distribution/Conduit/Wire	SF	27,420	\$6.10	\$167,262.00
	Demolition and refeed new panels	ALLOW			\$30,000.00
D5020	Lighting and Lighting Controls	SF	27,420	\$5.25	\$143,955.00
D5030	Communication and Security Systems	SF	27,420	\$1.50	\$41,130.00
D5040	Fire Alarm	SF	27,420	\$2.00	\$54,840.00
<b>E EQUIPMENT AND FURNISHINGS</b>					<b>\$178,000</b>
E10	<b>EQUIPMENT</b>				
E1010	Kitchen Equipment, Connections & Hood System	ALLOW	1	\$100,000.00	\$100,000.00
E20	<b>FURNISHINGS</b>				
E2010	Fixed Furnishings and casework	LF	80	\$975.00	\$78,000.00
<b>F SPECIAL CONSTRUCTION</b>					<b>\$1,259,860</b>
F10	<b>SPECIAL CONSTRUCTION</b>				
F1010	Renovate Men's and Women's rooms	SF	1,700	\$400	\$680,000.00
F20	<b>SELECTIVE BUILDING DEMOLITION</b>				
F2010	Building Elements Demolition (Masonry Wall Modification etc.)	SF	27,420	\$8.00	\$219,360.00
F2020	Hazardous Materials Abatement	SF			
	Floors (tile and glue removal)	SF	16,450	\$10.00	\$164,500.00
	Ceilings (tile and Glue Removal)	SF	17,600	\$10.00	\$176,000.00
	Miscellaneous Abatement	ALLOW	1	\$20,000.00	\$20,000.00
<b>G BUILDING SITE WORK</b>					<b>\$520,610</b>
G10	<b>SITE PREPARATION</b>				
G1010	Site Clearing	ALLOW	1	\$10,000.00	\$10,000.00
G1020	Site Demolition/Relocation	ALLOW	1	\$40,000.00	\$40,000.00
G1030	Site Earthwork	ALLOW	1	\$5,000.00	\$5,000.00
G1040	Hazardous waste Remediation	ALLOW	1	\$0.00	\$0.00
G20	<b>SITE IMPROVEMENTS</b>				
G2010	Roadways	SF	0	\$0.00	\$0.00
G2020	Parking -paving, sub-base, drainage.	SF	40,860	\$7.50	\$306,450.00
G2030	Pedestrian Paving	SF	1,100	\$6.00	\$6,600.00
G2040	Site Improvements-traffic signage, striping, wheel stops, etc.	ALLOW	1	\$5,000.00	\$5,000.00
	Site Improvements - Fencing	ALLOW	420	\$18.00	\$7,560.00
G2050	Landscaping and site furnishings.	ALLOW	1	\$70,000.00	\$70,000.00
G30	<b>SITE MECHANICALS</b>				
G3010	Water Supply (Fire Main)	ALLOW	1	\$50,000.00	\$50,000.00
G3020	Sanitary Waste	ALLOW	1	\$0.00	\$0.00
G3030	Storm Water	ALLOW	1	\$0.00	\$0.00
G40	<b>SITE ELECTRICAL UTILITIES</b>				
G4010	Electrical Distribution	ALLOW	1	\$0.00	\$0.00
G4020	Site Lighting - Pole lighting	EA	10	\$2,000.00	\$20,000.00
G4040	Other Site Electrical Utilities	ALLOW	1	\$0.00	\$0.00
<b>TOTAL DIRECT COSTS (trade Costs)</b>					<b>\$4,094,587</b>
<b>MARKUP</b>					<b>\$1,076,876</b>
	General Conditions - Supervision/Reimb.	% OF DIRECT COSTS	12.5%	\$511,823.43	
	General Conditions -Cost of Work Items	% OF DIRECT COSTS	8.0%	\$327,566.99	
	Insurance	% OF DIRECT COSTS	1.7%	\$69,607.99	
	CM Bond	% OF DIRECT COSTS			
	Permit - Exempt	% OF DIRECT COSTS			
	Fee	% OF DIRECT COSTS	4.1%	\$167,878.08	
<b>TOTAL CONSTRUCTION COST (without Contingency)</b>					<b>\$5,171,464</b>

## EAST HARTFORD SENIOR CENTER

### PREDESIGN COST ESTIMATE

CONTINGENCIES/ESCALATION	% OF TOTAL CONSTRUCTION COSTS			\$724,005
Design and Pricing Contingency	7%	7%	\$362,002.47	
Escalation	0%	0%	\$0.00	
Construction Contingency	7%	7%	\$362,002.47	
<b>TOTAL CONSTRUCTION COST</b>				<b>\$5,895,469</b>

NOTE: This estimate is for construction cost only. Not Included are Architects and Engineers Fees, Testing Fees, Land Survey, Special Inspections. Also not included are Furnishings, AV equipment, non-fixed food service equipment, exercise equipment, arts & crafts equipment, store fixtures for Thrift Shop.

## **Reasons for Changing the Renovation of the Senior Center from Canterbury to Blessed Sacrament**

**By Kathy Kane, LMSW, Senior Services Coordinator, Town of East Hartford**

*There is an increasing awareness of how a senior center can impact a community and its older residents. Loneliness has the health impact of smoking 15 cigarettes a day. There is a proven link of social isolation to depression and both physical and mental decline, as well.*

- ✓ The location of the building is the one thing that cannot be changed. While being nestled back in a neighborhood was important for a school that just served one area, to serve the whole community, the Senior Center should be more visible and accessible. Blessed Sacrament is on a bus line and just a block off of Main Street.
- ✓ At its current location we are a “**hidden**” gem. Many residents do not even know where we are located and find it difficult or inconvenient to get to.
- ✓ The open concept of a new senior center creates a warm feeling of community. At the present location, renovation to increase room size would require taking down cinder block walls. Blessed Sacrament allows for a blank canvas to create a state-of-the-art senior center to accommodate a growing aging population. Rest rooms in the current location are at the opposite end of the entrance and not near the activity center. At Blessed Sacrament the rest rooms can be located according to need and made larger and accessible to comply with ADA regulations.
- ✓ The money that was earmarked for remediation could better be used to:
  - Expand and modernize the kitchen, for serving the Community Café lunch program;
  - A fitness center, that would attract residents working to stay active and healthy;
  - Increased room size to accommodate the programs offered for seniors;
- ✓ If we were to acquire Blessed Sacrament we would not have to suspend or move current classes and activities. We are offering some new and successful programs (Silver Sneakers, musical events, meditation, trips, etc.) and we would not have to break the momentum by moving during construction.
- ✓ Programs, particularly fitness and meal programs could be expanded and have adequate space to provide for the diverse needs of older adults.
- ✓ Blessed Sacrament is 20 years newer and would not require the extensive renovations required at the current location.

## *Friends of the East Hartford Senior Center*

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January 25, 2018

Mayor Marcia Leclerc  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

Dear Mayor Leclerc,

At the meeting of December 7, 2017, the Friends of the East Hartford Senior Center, approved a motion to contribute \$450,000 toward the purchase of Blessed Sacrament Church. This contribution will be made in four annual payments for the purpose of purchase and renovation of the church to be used as the new Senior Center.

It is our pleasure to support this important project for the older adults in the Town of East Hartford.

Sincerely,



Yvette Roming  
President

# Town of East Hartford Property Summary Report

## 15 MILBROOK DR

MAP LOT:	19-248	CAMA PID:	9660
LOCATION:	15 MILBROOK DR		
OWNER NAME:	BLESSED SACRAMENT CHURCH		



9660 03/23/2016

### OWNER OF RECORD

BLESSED SACRAMENT CHURCH

36 CAMBRIDGE DRIVE

EAST HARTFORD, CT 06118



LIVING AREA:	18489	ZONING:	R3	ACREAGE:	1.88
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### SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
BLESSED SACRAMENT CHURCH	426/ 297	01-Jan-1900	\$0.00

### CURRENT PARCEL ASSESSMENT

TOTAL:	\$1,573,280.00	IMPROVEMENTS:	\$1,470,390.00	LAND:	\$102,890.00
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### ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$1,548,230.00	\$1,470,390.00	\$77,840.00
2015	\$1,524,290.00	\$1,446,450.00	\$77,840.00
2014	\$1,524,290.00	\$1,446,450.00	\$77,840.00
2013	\$1,524,290.00	\$1,446,450.00	\$77,840.00
2012	\$1,524,290.00	\$1,446,450.00	\$77,840.00

# Town of East Hartford Property Summary Report

## 15 MILBROOK DR

MAP LOT:	19-248	CAMA PID:	9660
LOCATION:	15 MILBROOK DR		
OWNER NAME:	BLESSED SACRAMENT CHURCH		

### BUILDING # 1

YEAR BUILT	1975	EXT WALL 1	Wood
STYLE	Religious	INT WALLS 1	Metal
MODEL	Comm/Ind	HEAT FUEL	Other
STORIES	1.0	HEAT TYPE	Hot Water
OCCUPANCY	Church	AC TYPE	None
ROOF	Flat	BEDROOMS	2
ROOF COVER	Tar & Gravel	FULL BATHS	0
FLOOR COVER 1	Hardwood	HALF BATHS	
% BSMT	null	TOTAL ROOMS	0
% FIN BSMT	null	% REC RM	null
% SEMI FIN BSMT	null	% ATTIC FINISH	null
BSMT GARAGE	null	FIREPLACES	null



9660 03/23/2016


### OUTBUILDINGS

DESCRIPTION	CODE	UNITS
Paving	PAV1	1x6000 (6000 SF)





## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Stevens Alternative High School Flooring Abatement Project

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Attached for your review is a resolution related to the Stevens (Synergy) Alternative High School School Flooring Abatement Project, which was approved by the East Hartford Board of Education on January 22, 2018 but needs additional approval from the Town Council.

Necessary components in the resolution include adding the project to the Town's 5-Year Capital Improvement Plan, approving the total project appropriation, submitting a grant request to the State Board of Education, sending the project to the Town's Public Building Commission, and putting the local share of funding in place. Finance Director Mike Walsh and BOE Facilities Director Ben Whittaker will be available at the meeting to answer questions.

Please place this information on the agenda for the February 6, 2018 meeting. I recommend that the Town Council approve the resolution as submitted.

Thank you.

C: M. Walsh, Director of Finance  
B. Whittaker, BOE Director of Facilities

**RESOLUTION TO ADD A PROJECT TO THE TOWN'S 5-YEAR CAPITAL IMPROVEMENT PLAN, TO AUTHORIZE AN APPROPRIATION, TO AUTHORIZE THE FILING OF A GRANT APPLICATION, TO SEND THE PROJECT TO THE PUBLIC BUILDING COMMITTEE, AND TO FUND THE LOCAL SHARE OF THE PROJECT COST**

**WHEREAS**, the Town of East Hartford Board of Education has identified that a flooring abatement project at the Stevens (Synergy) Alternative High School is a priority of the school district and qualified for State School Construction reimbursement; and

**WHEREAS**, the cost of the abatement including design and construction is anticipated to total \$300,000 with the State reimbursing 76.43% or \$229,290 leaving the School District to pay 23.57% or \$70,710.

**THEREFORE BE IT RESOLVED**, that the East Hartford Town Council does hereby approve the following items:

1. The addition by resolution to the Town's 5-Year Capital Improvement Plan, the Stevens (Synergy) Alternative High School Flooring Abatement Project in the amount of \$300,000,
2. The appropriation of \$300,000 to fund the Stevens (Synergy) Alternative High School Flooring Abatement Project into the Board of Education's Capital Reserve Account,
3. The authorization of the East Hartford Board of Education to apply to the Commissioner of Education and to accept or reject a grant for the Stevens (Synergy) Alternative High School Flooring Abatement Project,
4. That the Town's Public Building Commission is hereby charged with the oversight and approval of the Stevens (Synergy) Alternative High School Flooring Abatement Project,
5. That, in accordance with Article 7 §10-38 of the Town of East Hartford Code of Ordinances, the approval of the Board of Education's request to expend \$71,000 from the Board of Education's FY 2019 Program 80 Account for the purposes of funding the local share of the Stevens (Synergy) Alternative High School Flooring Abatement Project,
6. That the Town of East Hartford hereby authorizes at least the preparation of schematic drawings and outline specifications for the Stevens (Synergy) Alternative High School Flooring Abatement Project.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on February 6, 2018.

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Angela Attenello, Clerk of the Town Council



East  
Hartford  
Public  
Schools

**EAST HARTFORD PUBLIC SCHOOLS**

**EDUCATIONAL SPECIFICATIONS**

**OF**

**SCHOOL CONSTRUCTION GRANT APPLICATION**

**PROJECT:**

**STEVENS (SYNERGY) ALTERNATIVE HIGH SCHOOL**

**FLOORING ABATEMENT PROJECT**

40 Butternut Drive, East Hartford, CT 06108

**SUBMITTED TO:**

**STATE DEPARTMENT OF ADMINISTRATIVE SERVICES**

**DIVISION OF CONSTRUCTION SERVICES**

**OFFICE OF SCHOOL CONSTRUCTION GRANTS**

450 Columbus Blvd, Suite 1503  
Hartford, CT 06103  
860-713-6480

Prepared by:  
Ben Whittaker, Director of Facilities  
East Hartford Public Schools  
860-622-5952

January 11, 2018

## **EDUCATIONAL SPECIFICATIONS**

### **PROJECT:**

#### **Stevens (Synergy) Alternative High School Flooring Abatement**

#### **1. PROJECT RATIONALE**

Stevens School, which houses the “Synergy” Alternative High School Program was constructed in 1966, and most of the Vinyl Asbestos Tile (VAT) flooring in the 27,700 square foot building is original. The eastern wing of the building has carpet glued on top of the VAT. This carpet is extremely worn and needs to be removed, but attempting to remove the carpet risks pulling up the VAT underneath, so abatement must take place.

About 20,100 square feet of VAT is present in the building, with about 4,062 sf covered by glue-down carpeting. 4,100 sf of VAT is in corridors and 16,000 sf is located in classrooms, gym/multi-purpose room, and support spaces. Project will properly abate all VAT and mastic and new Vinyl Composition Tile (VCT) will be installed in its place. Also, any exposed asbestos containing “mud fittings” on HVAC lines will be abated while the building is under containment.

#### **2. LONG-RANGE PLAN**

The long-range plan for the school incorporates provisions for a safe and appropriate learning environment. This project will ensure the safety and health of the students and staff. The district plans to continue to utilize the Stevens (Synergy) Alternative High School in its current capacity for the next twenty years and beyond.

#### **3. THE PROJECT- Select Areas**

Current space: Project will impact the following instructional and support spaces (~ 16,000 sf), which constitutes the majority of the facility:

- Room 1 – Gymnasium
- Room 2 – Kitchen (Student Culinary Pathway Internships)
- Room 8 – Nurse’s office (student support lunch room)
- Room 9 – Principal’s office
- Room 10 – Main office (student support center space)
- Room 14 – Staff lounge
- Room 13 – Social Studies Classroom
- Room 16 – English Classroom
- Room 15 – Social/Emotional Learning Space
- Room 18 – Synergy Speaker Series student assembly room/meeting space
- Room 17 – English Classroom #2
- Room 20 – Overflow Classroom
- Room 19 – Math Classroom
- Room 21 – Science Classroom
- Room 25 – College/Career Readiness small group space –

Room 30 – Computer Lab  
Room 29 – Computer Lab  
Room 31 – Special Education Student Teaching Space

Construction: All furniture will be temporarily moved out of these areas, existing flooring and mastic properly abated (removed and disposed), new Vinyl Composition Tile installed, and furniture moved back into place.  
Final Space: Same as current space.  
FF&E: None, Moves only.

\*\*\*\*\*

Current space: Two main corridors (E-W and N-S) serving classrooms and support areas, and main lobby. Total of approximately 4,100 square feet  
Construction: Existing flooring and mastic properly abated (removed and disposed), and new Vinyl Composition Tile installed.  
Final Space: Same as current space.  
FF&E: None

4. **BUILDING SYSTEMS** (Not part of this project)

Security: Not applicable.  
Public Address: Not applicable.  
Technology: Not applicable.  
Phone System: Not applicable.  
Clocks: Not applicable.

5. **INTERIOR BUILDING ENVIRONMENT**

Acoustics: Not applicable.  
Ceilings: Not applicable.  
Lighting: Not Applicable.  
HVAC: Supply and return registers will be properly sealed during abatement, then returned to service. Any exposed PACM “mud fittings” will be abated and re-insulated while the building is under containment.  
Plumbing: Not applicable.  
Chimney: Not applicable.  
Windows/Doors: No modifications, but doors and windows in containment areas will be properly sealed during abatement, then returned to service.

6. **SITE DEVELOPMENT** (Not part of this project)

Site Acquisition: Not applicable.  
Parking: Not applicable.  
Drives: Not applicable.  
Walkways: Not applicable.  
Outdoor Athletic Facilities: Not applicable.  
Landscaping: Not applicable.

Site Improvements: Not applicable.

7. **CONSTRUCTION BONUS REQUESTS**

Stevens (Synergy) Alternative High School project is not eligible for a school construction bonus.

School Readiness:	C.G.S. 10-285a(e)--Not applicable. (Only eligible if a new building or expansion of existing)
Lighthouse Schools:	C.G.S. 10-285a(f)--Not applicable.
CHOICE:	C.G.S. 10-285a(g), as amended--Not applicable.
Full-day Kindergarten:	C.G.S. 10-285a(h)--Not applicable.
Reduced Class Size:	C.G.S. 10-285a(h)--Not applicable.
Regional Vo-Ag Center:	C.G.S. 10-65--Not applicable.
Interdistrict Magnet School:	C.G.S. 10-264h--Not applicable.
Interdistrict Cooperative School:	C.G.S. 10-158a--Not applicable.
Regional Special Education Center:	C.G.S. 10-76e--Not applicable.

8. **COMMUNITY USES**

Stevens (Synergy) Alternative High School is utilized to facilitate activities during the school hours, before and after school hours, and throughout the calendar year.

- Adult Education programs
- Basketball practices
- General meeting space for professional development and meetings with social workers



East  
Hartford  
Public  
Schools

## *Department of Facilities*

# Stevens (Synergy) Alternative High School (40 Butternut Drive) Flooring Abatement Project

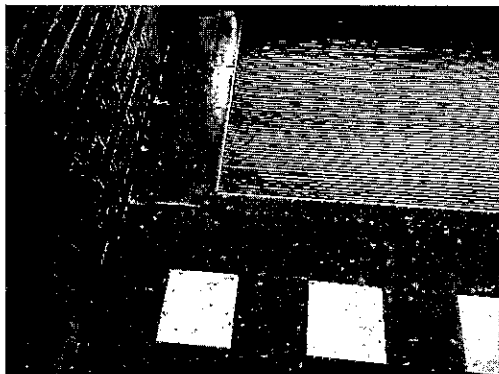
## **Project Description and Budget**

January 11, 2018

East Hartford Public Schools Department of Facilities is proposing a project to abate (remove) and replace all remaining asbestos containing tile flooring at the Stevens (Synergy) Alternative High School and replace with new Vinyl Composition Tile to match the new flooring design scheme.

### Background / Existing Conditions

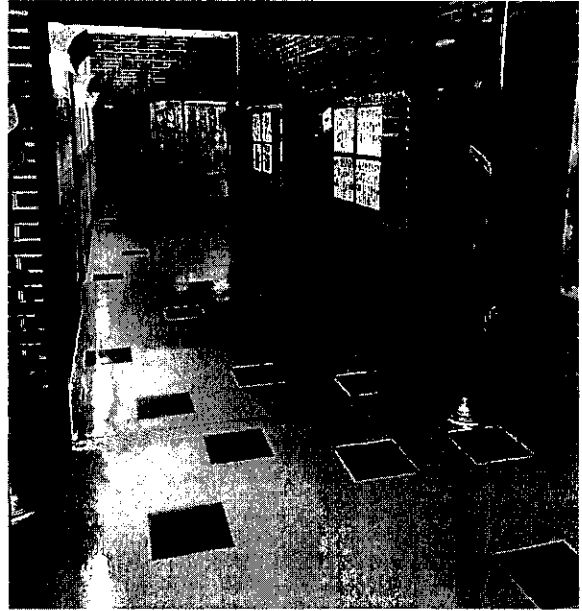
Stevens School, home to the Synergy Alternative High School program, was constructed in 1966, and much of the Vinyl Asbestos Tile (VAT) in the 27,700 square foot building is original. Of the approximately 20,100 square feet of VAT existing in the building, over 4,000 square feet is covered by a very old, worn, and unsightly glued-down carpet. The carpet cannot be removed for replacement since the VAT underneath will pull up with the carpet.



Approximately 4,100 square feet of VAT exists in corridors and 16,000 square feet in classrooms, support areas, and the gym/multi-purpose room. Aside from looking very dated, there are several areas of flooring that have been patched over the years with mis-matched tiles, and other areas where the tiles are damaged to the point of being a hazard. Creating uniformity in the facility will create a much better user experience and a “fresh” look for a dated facility while eliminating potential health hazards and the risk of needing an emergency abatement.

## Project Overview

Project will properly abate all VAT and mastic and new Vinyl Composition Tile (VCT) will be installed in its place to match the new flooring design scheme adopted in 2016, which consists of a light gray tile with random dark blue tiles in the hallways (shown in photo), and a darker grey in the classrooms. The abatement process will require the school to be completely shut down during the Summer of 2018. The multi-purpose room will be abated and new flooring installed, then all furniture in the rest of the building moved into the space. When the abatement process is complete and air testing confirms the building is safe to re-occupy, new VCT flooring will be installed and a protective finish applied prior to moving all furniture back. While the building is under containment, any exposed asbestos "mud fittings" on HVAC piping will be abated so asbestos will no longer be a concern in the facility. The building will be opened for the school year in late August of 2018



## Project Budget

<b>Design</b> – Includes: Abatement Plans and specs, CT DPH application, pre-bid conference and contractor selection, abatement project management and required monitoring, air quality testing, and miscellaneous design drawings and professional services required for the State process.	<b>\$27,500</b>
<b>Construction-</b> Abatement and removal of VAT and Mastic, install new VCT flooring and vinyl cove base. Abate misc fittings. Includes moving services.	<b><u>\$272,500</u></b>
<b>Project Total</b>	<b>\$300,000</b>

Estimated State Reimbursement @ 76.43% = \$229,290

**Estimated Local Share @ 23.57% = \$70,710**



## Funding Strategy

This project is eligible to be funded through the State of Connecticut Office of School Construction Grants program as a Code Correction project. Currently, East Hartford is eligible for reimbursement from the state at a rate of 76.43%, so East Hartford will only have to fund 23.57% of the project cost. The State School Construction Grant Process requires that the Town of East Hartford authorizes 100% of the project cost, even though the Town/District will actually only fund its local share.

The East Hartford Board of Education will propose to the East Hartford Town Council that it authorizes the Board to submit the grant application (State OSCG Form ED-049).


The Board of Education will fund the entire local share of the project out of its FY2019 operating budget. \$71,000 has been included in Program 80, account 15080805-450001 "Construction" which was been approved by the Board on 12/18/2017.

## Procedural Steps

- January 11, 2018- Review and Approval of this document and Education Specs by Facilities Committee
- January 22, 2018- Review and Approval of this document and Education Specs by Board of Education
- February 6, 2018- Town Council Authorization to proceed with project and Grant Application. Includes (4) resolutions:
  - Local authorization to fund the cost of the project
  - Authorizing BOE to file the Grant Application
  - Authorizing at least preparation of schematic drawings and outline specifications
  - Authorizing funding of the construction project
- Grant application and design work can commence.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: School Based Health Center (SBHC) Grant

---


The Town of East Hartford is eligible for funding from the Connecticut Department of Public Health for the School Based Health Center Grant program for the period of March 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2020.

The program provides funding in the amount of \$1,254,374.00 for the support of School Based Health Centers (SBHCs) in communities with large numbers of low-income, high-risk children. This grant does not require any matching funds.

Please place this information on the agenda for the February 6, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program, and to receive the grant funding.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
P. Mainuli, Director of Business Services, East Hartford Public Schools  
M. Walsh, Finance Director



I, Angela M. Attenello, 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 at a meeting of East Hartford Town Council of said corporation, duly held on the 6<sup>th</sup> day of February, 2018 in East Hartford, Connecticut.

### **RESOLUTION**

**WHEREAS**, The Connecticut Department of Public Health had made available funding under the School Based Health Center Program; and

**WHEREAS**, School Based Health Centers assure that students, particularly those that are uninsured and underinsured, have access to comprehensive health and preventative services needed to be healthy, in school, and ready to learn.

**NOW THEREFORE LET IT BE RESOLVED** that Mayor Marcia A. Leclerc has been empowered to make, execute and approve on behalf of this corporation any and all contracts or amendments thereof with the State of Connecticut Department of Public Health for a School Based Health Centers grant for the period March 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2020.

**AND I DO FURTHER 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 have hereunto set my hand and affixed the corporate seal of the Town of East Hartford, Connecticut this \_\_\_\_ day of February, 2018.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: School Based Health Center (SBHC) Grant

Funder: Connecticut Department of Public Health (DPH)

Grant Amount: \$1,254,374

Frequency:    ☐ One time    ☐ Annual    ☐ Biennial    ☒ Other The norm is a contract every 3 years

First year received:	<u>N/A</u>		
Last 3 years received:	<u>      </u>	<u>      </u>	<u>      </u>
Funding level by year:	\$ <u>      </u>	\$ <u>      </u>	\$ <u>      </u>

Is a local match required?    ☐ Yes    ☒ No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    Funding supports the operation of SBHCs in communities with large numbers of low income, high-risk children

Results achieved:    Improved health outcomes for students in East Hartford Public Schools

Duration of grant:    March 1, 2018 through June 30, 2020

Status of application: This is a formula (noncompetitive) grant. This resolution is sought to empower the Mayor to execute grant funding contract.

Meeting attendee:    Paul O'Sullivan, ext 7206; Paul Mainuli, EHPS, (860) 622-5135; Kimberly L. Beauregard, LCSW, President and CEO, Intercommunity, (860) 291-1340.

Comments:    Previously, DPH has contracted directly with the provider of health care services at the Health Centers. For this reason, this is the first time this grant has come before the Town Council, despite the Centers operating for more than 20 years.

## GRANTS ADMINISTRATION MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *PS*

SUBJECT: Referral to Council -- School Based Health Center Resolution

DATE: January 26, 2018

---

Attached is a draft Town Council resolution authorizing you to enter into an agreement with the Connecticut Department of Public Health (DPH) for funding from the School Based Health Center Grant program for the period of March 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2020.

This funding will go toward the operation of health centers in seven East Hartford schools: East Hartford High, Synergy Alternative High, East Hartford Middle, Mayberry Elementary, Silver Lane Elementary, Langford Elementary and Hockanum Elementary Schools. East Hartford has participated in this program for the past 20 years

With a signed parental permission form, students can receive complete health care services during school hours, including: diagnosis and treatment of minor injuries and illnesses (such as colds, ear infections, sore throats, etc.), mental health and substance abuse risk screenings, physical examinations, and immunizations.

Unlike past contracts, DPH is not funding the service provider directly. Because DPH listed the Mayor as authorized signatory on the contract documents, the Grants Administration Office is facilitating the steps required for Town Council and Corporation Counsel approval. All administrative and reporting responsibilities required under the contract will rest with the Board of Education.

I respectfully request that this resolution be included on the Town Council agenda for the February 6<sup>th</sup>, 2018 meeting. Please contact me at extension 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Paul F. Mainuli, Director of Business Services, East Hartford Public Schools  
Michael Walsh, Finance Director

# **Connecticut State Department of Public Health**

## **School Based Health Centers**

### **What is a School Based Health Center (SBHC)?**

SBHCs are comprehensive primary care facilities located in or on the grounds of schools. They are licensed by DPH as outpatient or hospital satellite clinics. SBHCs assure that students, particularly those that are uninsured and underinsured, have access to comprehensive health and preventative services needed to be healthy, in school, and ready to learn. SBHCs help schools do their job of educating by improving the health and well-being of students and addressing the health issues that interfere with learning.

### **Who do SBHCs serve?**

SBHCs may serve students, Pre K-12, and are located in elementary, middle, and high schools as well as in combination schools where two schools are located in one facility (elementary and middle school or middle and high school). Eligible students are those that attend the schools in which the SBHC is located. SBHC services are aimed at, but not limited to, students who do not have access to a family doctor, or whose families have little or no health insurance. Although services are available to all students regardless of insurance status or ability to pay, written consent signed by the parent/guardian is required to receive care.

### **What Services are available?**


Primary care, mental health, health promotion activities, and dental services (at select SBHCs) are provided at school based health centers. A team of licensed medical and mental/behavioral health professionals with expertise in child and adolescent health provide primary care, mental/behavioral health services and health education/promotion activities designed to meet the physical and psycho-social needs of children and youth within the context of family, culture, and environment. In some instances, dental care is also offered.

### **How is a SBHC different from the school nurse's office?**

A SBHC is a fully-licensed primary care facility, providing a range of physical and mental health services, and in some sites, dental services. SBHCs and school nurses work closely together, with school nurses able to refer students to the SBHC to resolve student health problems.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: Youth Services Prevention Funding

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The Town of East Hartford is eligible for funding from the Connecticut Judicial Branch Court Support Services Division for funding Youth Services Prevention programming for fiscal years 2018 and 2019.

Funding in the amount of \$34,375 per year (\$68,750 total for two years) supports numerous programs including Adventure Plus, Summer Adventure Plus, Girls Circle, Boys Council and other positive youth development programs. This grant does not require any matching funds.

Please place this information on the agenda for the February 6, 2018 meeting. I recommend that the Town Council approve this request as submitted and adopt the attached resolution authorizing my signature on documents associated with this program, and to receive the grant funding.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
C. Nolen, Director of Youth Services  
M. Bassos, Outreach Coordinator.

I, Angela M. Attenello, 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 6<sup>th</sup> day of February, 2018.

## **RESOLUTION**

**WHEREAS** the Town of East Hartford (Youth Task Force) has been identified In Public Act 17-2, SB 5102 to be a recipient of a \$34,375 per year grant from the State of Connecticut for the provision of preventive youth services for fiscal years 2018 and 2019; and

**WHEREAS** as a condition of the grant, the Town is required to provide documentation that details a plan for spending, monitoring, and reporting on these funds in a manner that is consistent with the intent of the Public Act,

**NOW THEREFORE LET IT BE RESOLVED;** that Marcia A. Leclerc, 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 of Connecticut Judicial Branch, Office of the Chief Court Administrator as they pertain to this Youth Services Prevention 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, 2018.

Seal

Signed: \_\_\_\_\_  
Angela M. Attenello, Council Clerk



**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: FY 2018 and FY 2019 Youth Services Memorandum of Understanding for Youth Services Prevention Funding from the CT Judicial Branch.

Funder: CT Judicial Branch Court Support Services Division

Grant Amount: \$34,375 per year (\$68,750 total for two years)

Frequency:    ☐ One time    ☐ Annual    ☒ Biennial    ☐ Other \_\_\_\_\_

First year received:	<u>2013</u>		
Last 3 years received:	<u>2017</u>	<u>2016</u>	<u>2015</u>
Funding level by year:	<u>\$65,853</u>	<u>\$85,150</u>	<u>\$85,200</u>

Is a local match required?    ☐ Yes    ☒ No

If yes, how much?    Not applicable

From which account? Not applicable

Grant purpose:    To provide programs and services to the youth of East Hartford.

Results achieved:    Numerous programs developed under this grant opportunity including Adventure Plus, Summer Adventure Plus, Girls Circle, Boys Council, and other positive youth development programs.

Duration of grant:    Two years

Status of application: Document is a Memorandum of Understanding. This is a formula (noncompetitive) grant. No application required.

Meeting attendee:    Cephus Nolen, Director of Youth Services, x7181

Comments:    None

## GRANTS ADMINISTRATION MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager *POS*

SUBJECT: Referral to Council – Youth Services Prevention Grant

DATE: January 26, 2018

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Attached is a proposed Town Council Resolution authorizing you to execute an application and other documents as may be required for a State of Connecticut Youth Services Prevention Grant.

The East Hartford Youth Task Force has been identified in Public Act 17-2, SB 1502, to be a recipient of a \$68,750 grant (\$34,375 per year for two years) from the State of Connecticut Judicial Branch for preventive youth services. This funding is for prevention and intervention programs to reduce youth violence and divert individuals from the Juvenile Justice System. No matching funds are required for this program.

I have attached a description of some of the programs that have been developed and operated using funds from this grant.

I respectfully request that the attached Resolution be placed on the Town Council agenda for their meeting to be held February 6, 2018. Please contact me at ext. 7206 if you have any questions.

Attachments: as stated

Cc: Eileen Buckheit, Development Director  
Cephus Nolen, Jr., Director of Youth Services  
Marc Bassos, Outreach Coordinator

Below are some programs that were developed in part or in whole with previous allocations of this grant funding:

## Groups & Programs


**Boys Council (10-18 year olds):** This is a strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. The program meets a core developmental need in boys for strong, positive relationships. In this 8 week, 90 minutes per session structured environment, boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives - individually and collectively.

**Girls Circle (10-18 year olds):** This is an 8 week, 90 minutes per session, structured support group for girls from 10-18 years is designed to increase positive connections, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices.

**Adventure Plus (12-17 year olds):** This non-enforcement project, planned for and with youth 12 to 17 years of age, serves some at risk youth; involves police officers who do not have regular interaction with youth; includes a community service component; and includes activities that will appeal to youth and encourage their participation.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 31, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: RESOLUTION: 2017 – 18 LoCIP Projects: Wickham Library

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The Local Capital Improvement Program (LoCIP) of the State of Connecticut Office of Policy and Management distributes funds to municipalities to reimburse the cost of eligible local capital improvement projects such as building construction.

The Wickham Library Renovation project has been identified as such a project with total LoCIP funding of \$680,768.

Please place this resolution on the Town Council agenda for the February 6, 2018 meeting along with the opportunity to provide highlights of the project.

Thank you.

C: P. O'Sullivan, Grants Manager  
E. Buckheit, Development Director  
M. Walsh, Finance Director  
T. Bockus, Director of Public Works  
S. Morgan, Library Director

I, Angela M. Attenello, 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 6<sup>th</sup> day of February, 2018.

**WHEREAS:** the cost of renovations to the Wickham Library is expected to exceed the \$225,000 allocated to the project in the 2017-18 Capital Improvement Plan; and

**WHEREAS:** the State of Connecticut Office of Policy of Management has allocated new LoCIP funds to the Town for its 2018 Program Year,

**THEREFORE BE IT RESOLVED,** that the East Hartford Town Council does hereby approve the following:

1. That Item Number 2018-601 of the 2018 Capital Improvement plan be amended to allocate a total of \$680,768 to the Wickham Library Renovation Project,
2. That Marcia A. Leclerc, 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 as may be required by the State of Connecticut Office of Policy and Management to secure Local Capital Improvement Program funds (LoCIP) in the amount of \$680,768 for the Wickham Library Renovation Project,

**AND I DO FURTHER CERTIFY** that the above resolution has not been in any wise 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 this \_\_\_\_ day of February, 2018.

\_\_\_\_\_  
Angela M. Attenello, Town Council Clerk

seal

**TOWN COUNCIL RESOLUTION**  
**GRANT INFORMATION FORM**

Grant Description: 2017-18 LoCIP Projects

Funder: State of CT Office of Policy and Management

Grant Amount: \$680,768

Frequency: ☐ One time ☒ Annual ☐ Biennial ☐ Other \_\_\_\_\_

First year received:	<u>1988</u>				
Last 3 years received:	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Funding level by year:	<u>\$829,765</u>	<u>\$0.00</u>	<u>\$446,673</u>	<u>\$448,528</u>	<u>\$454,071</u>

Is a local match required? ☐ Yes ☒ No

If yes, how much? N/A From which account? N/A

Grant purpose: The Local Capital Improvement Program (LoCIP) distributes funds to municipalities to reimburse the cost of eligible local capital improvement projects such as road, bridge or public building construction activities.

Results achieved: Funding for projects listed on the Town's Capital Improvement Plan

Duration of grant: Until projects are completed

Status of application: Application will be submitted to OPM following Council approval

Meeting attendee: Grants Manager Paul O'Sullivan, ext. 7206


Comments: Projects is as follows:

<u>Wickham Library Renovations</u>	<u>\$680,768</u>
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## GRANTS ADMINISTRATION MEMORANDUM

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TO: Mayor Marcia A. Leclerc

FROM: Paul O'Sullivan, Grants Manager 

SUBJECT: Referral to Council – LoCIP Grant Allocation (\$680,768)

DATE: January 31, 2018

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Local Capital Improvement Program (LoCIP) funds from the State of Connecticut are distributed to support projects which are included in a municipality's approved Capital Improvement Program (CIP). The following is an explanation of the methods used to arrive at the \$680,768 figure for the attached resolution:

1. The state Office of Policy and Management has allocated **\$829,765** to the Town of East Hartford for the 2018 LoCIP Program Year.
2. At the November 28, 2017 Town Council meeting, a resolution was passed allocating \$225,000 of these funds to the Ecology Drive Fuel Storage Tank Replacement Project. This reduced the Town's available LoCIP balance to **\$604,765**.
3. In addition to its 2018 allocation, the Town has a separate balance of \$76,003 comprised of unexpended monies from closed-out LoCIP Projects. Adding this to the above figure results in a total of **\$680,768**.

The attached resolution serves two purposes. First, it amends the Town's 2018 Capital Improvement Plan to increase the allocation for the Wickham Library Renovations (CIP #2018-601) to \$680,768. Second, it empowers the Mayor to apply to the state office of Policy and Management for a project authorization in the amount of \$680,768 for the Wickham Library Authorization Project.

I respectfully request that this item be placed on the Town Council agenda for their meeting to be held on February 6, 2018.

Please contact me at extension 7206 if you have any questions.

Cc: Michael P. Walsh, Director of Finance  
Timothy A. Bockus, Director of Public Works  
Eileen Buckheit, Director of Development



**TOWN OF EAST HARTFORD ADOPTED CAPITAL IMPROVEMENT PROGRAM FOR THE FISCAL YEARS 2017-18 THROUGH 2021-22**

REF. #	Project Description	Funding Source	Recommended	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	TOTAL
	<b>FIRE</b>								
2018-401	Extrication and Rescue Equipment								
2018-402	Station 2	Lease	50,000	83,000					83,000
2018-403	Fire Alarm bucket truck		-	-	1,500,000				1,500,000
2018-404	Station 1		-	-	80,000				80,000
2018-405	Engine 6		-	-	-	3,000,000			3,000,000
2018-406	Engine 2		-	-	-	605,000			605,000
2018-407	Engine 3		-	-	-	-	615,000		615,000
2018-408	Thermal Imaging Cameras		-	-	-	-	615,000		615,000
2018-409	Ladder 1		-	-	-	-	10,000		10,000
2018-410	Apparatus Service Truck		-	-	-	-	-	1,330,000	1,330,000
2018-411	Rescue Squad 1		-	-	-	-	-	-	-
2018-412	Engine 1		-	-	-	-	-	-	-
2018-413	Engine 5		-	-	-	-	-	-	-
2018-414	Ladder 2		-	-	-	-	-	-	-
2018-415	Life Pack replacements and suction units		-	-	-	-	-	-	-
2018-416	Medic Tablets to iPad		-	-	-	-	-	-	-
2018-417	Public Safety utility vehicle		-	-	-	-	-	-	-
2018-418	Public Safety utility vehicle (Training)		-	-	-	-	-	-	-
2018-419	Rolling stock - light vehicle		-	-	-	-	-	-	-
2018-420	Station 3		-	-	-	-	-	-	-
2018-421	Station 5		-	-	-	-	-	-	-
2018-422	Station 6		-	-	-	-	-	-	-
2018-423	Wellness/Fitness equipment		-	-	-	-	-	-	-
2018-424	Radio System Replacement		-	-	-	-	-	-	-
	<b>FIRE TOTAL</b>		50,000	83,000	1,580,000	3,605,000	1,240,000	1,330,000	7,838,000
	<b>POLICE</b>								
2018-501	Police - rolling stock replacement - cars								
2018-502	Police Body Cameras	Lease	325,000	325,000	330,000	330,000	330,000	330,000	1,645,000
2018-503	Animal Control vehicle		-	137,140	110,040	110,040	110,040	110,040	577,300
			-	25,000	-	-	-	-	25,000
	<b>POLICE TOTAL</b>		325,000	487,140	440,040	440,040	440,040	440,040	2,247,300
	<b>LIBRARY</b>								
2018-601	Wickham Renovation	LoCIP	225,000	225,000	-	-	-	-	225,000
	<b>LIBRARY TOTAL</b>		225,000	225,000	-	-	-	-	225,000
	<b>GRAND TOTALS</b>		1,311,700	21,075,940	29,769,540	42,516,540	23,772,040	11,532,040	128,666,100
	Less: LOCIP funded - 2017-18		450,000						
	Net Funded by General Fund Lease/Purchase		861,700						

DEPARTMENT: Library

<b>Ref. # 2018-601</b>	<b>Project Description: Wickham Renovation</b>
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We are recommending this request in the amount of \$225,000 in LoCIP funding to provide a funding source for the renovation of Wickham Library.

With input from the Library Director as to appropriate programming to be scheduled at the Wickham Library, the town will upgrade the facility with among other things, new carpeting, furnishings, paint, and attempt to address existing handicapped accessibility issues.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 31, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *ML*  
RE: REFERRAL: Fees Committee

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The Town has negotiated a lease agreement with New Cingular for use of the Town's communication cell tower at 100 Sunset Ridge Drive. While the initial term of the lease is five years, there are three extension terms, with the potential for the lease to run an aggregate of nineteen years.


The rent during the first year is \$2,500 a month, which increases annually by 3% over the rent in effect for the previous year for each year of the term, including extension terms.

Pursuant to Section 10-19 (d) of the Town Ordinances, please place this information on the Town Council agenda for the February 6, 2018 meeting.

Thank you

C: R. Gentile, Assistant Corporation Counsel  
J. Oates, Fire Chief

## OFFICE OF CORPORATION COUNSEL

Date : January 30, 2018  
To : Mayor Leclerc  
From : Richard Gentile   
Re : Structure Lease: New Cingular Wireless PCS, LLC (AT&T Mobile Corporation, Manager) (New Cingular) 100 Sunset Ridge

For over one year, with Chief Oates assistance, I have negotiated a lease agreement with New Cingular for use of the Town's communication cell tower at 100 Sunset Ridge. The initial term of the lease is five years. There are three extension terms. In the aggregate, the lease could run for nineteen years.

The rent during the first year of the initial term is \$2,500 per month. For each year of the term (including extension terms) the rent increases annually by 3% over the rent in effect for the previous year.

Please send this lease to Chairman Kehoe for referral to the Fees Committee under Section 10-19(d) of the Town Ordinances.

CC: Chief John Oates



Market: New England  
Cell Site Number: S3438A  
Cell Site Name: East Hartford Sunset Ridge  
Fixed Asset Number: 10578403

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the Town of East Hartford, a Connecticut municipal corporation, having a mailing address of 740 Main Street, East Hartford, CT 06108 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 100 Sunset Ridge Drive, in the County of Hartford, State of Connecticut (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

- (i) approximately Six Hundred Thirty (630) square feet including the air space above such rooftop/basement/ground space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;
- (ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");
- (iii) that certain space on the Structure, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
- (iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises**."

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment within the Premises in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**") provided such modification and/or replacement does not materially increase the area of the Premises or adversely interfere with other existing uses of

the Structure in violation of Section 8. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use. Tenant shall have the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense provided the Landlord shall at all times have access to the Premises with seventy-two (72) hours prior notice to Tenant, except in the event of an immediate threat to persons or property ("Emergency"), in which case such notice as is practicable under the circumstances shall be provided to Tenant. Tenant may modify, supplement, replace and upgrade the equipment, at any time during the term of this Agreement with Landlord's consent, such consent not to be unreasonably withheld, conditioned, delayed, or denied. Tenant may replace its equipment with like-kind equipment without Landlord's consent. Tenant may make such alterations to the Property in order to ensure that Tenant's Communication Facility as set forth herein, complies with all applicable federal, state or local laws, rules or regulations, with Landlord's consent. In the event Landlord does not consent to such alterations, Tenant shall have the right to terminate this Agreement without penalty or further liability. In the event Tenant modifies or upgrades the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord and Tenant shall negotiate an amended lease agreement, which agreement shall be subject to the approval of the Town of East Hartford Town Council.

3. **TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) and one additional four (4) year term (each five (5) year and four (4) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement. Rent during any such Holdover Term shall be equal to one hundred twenty five percent (125%) of the Rent paid for the last month of the Extension Term.

(d) The Initial Term, any Extension Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

4. **RENT.**

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and

payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. **APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinance, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant;

(e) by Tenant upon thirty (30) days written notice to Landlord if any of the following occurs, beyond any applicable notice, cure or grace periods: (i) Landlord is declared bankrupt or files for bankruptcy protection or becomes the defendant in a suit for involuntary bankruptcy and such suit is not dismissed within one hundred twenty (120) days following filing thereof; (ii) Landlord causes any un-bonded lien to be placed on or against Tenant's equipment located on the Property which is not satisfied and removed within sixty (60) days of written notice to Landlord thereof; (iii) Landlord is adjudged insolvent and a receiver is appointed to manage Landlord and/or its assets and such receiver is not dismissed within one hundred twenty (120) days after appointment; (iv) Landlord is found by a court of competent jurisdiction to have engaged in felonious activity in its use and/or occupancy of the Property; or

(f) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to six (6) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 2 Permitted Use, 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 6(e) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

(g) by Landlord upon thirty (30) days written notice to Tenant if any of the following occurs: (i) Tenant is declared bankrupt or files for bankruptcy protection or becomes the defendant in a suit for involuntary bankruptcy and such suit is not dismissed within one hundred twenty (120) days following filing thereof; (ii) Tenant causes any un-bonded lien to be placed on or against the Property or Premises, or the Structure or

appurtenances located thereon which is not satisfied and removed within sixty (60) days of written notice to Tenant thereof; (iii) Tenant is adjudged insolvent and a receiver is appointed to manage Tenant and/or its assets and such receiver is not dismissed within one hundred twenty (120) days after appointment; (iv) Tenant is found by a court of competent jurisdiction to have engaged in felonious activity in the operation of its equipment on the Premises.

**7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

**8. INTERFERENCE.**

(a) Tenant shall perform or cause to have performed an intermodulation study to determine the potential for any harmful interference from its proposed equipment to any existing tenants on the Premises, and Tenant shall present to Landlord such study prior to Tenant's commencement of construction on the Premises.

(b) In the event the Communication Facility interferes with the existing radio frequency users on the Property operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant will endeavor to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Landlord. If such interference cannot be cured within such twenty-four (24) hour period, Tenant shall cease the operations suspected of causing such interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected, such intermittent testing not to exceed thirty (30) days from Landlord's notice to Tenant of any such interference. In the event Tenant has not caused such interference to cease within such thirty (30) day testing period, Landlord may, after providing written notice to Tenant of Tenant's failure to cure such interference pursuant to this Section 8(b), immediately discontinue operation of Tenant's equipment, and Tenant's interference shall be deemed a default pursuant to Section 15.



(c) The installation, maintenance and operation of the Communication Facility will not interfere with the Landlord's emergency equipment or operations. In the event of an Emergency, or in the event of interference with Landlord's emergency equipment or emergency operations (each such interference, an event of "Emergency Interference"), Landlord may immediately discontinue operation of Tenant's equipment, with reasonable notice thereafter, for the duration of the Emergency Interference (except for intermittent testing by Tenant to determine the cause of such interference), which intermittent testing shall not exceed thirty (30) days from Landlord's notice to Tenant of any such Emergency Interference. In the event Tenant has not caused such Emergency Interference to cease within such thirty (30) day testing period, Landlord may, after providing written notice to Tenant of Tenant's failure to cure such interference pursuant to this Section 8(c), immediately discontinue operation of Tenant's equipment, and Tenant's interference shall be deemed a default pursuant to Section 15.

## **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) to the extent arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) In the event Landlord assigns this Agreement to a non-governmental entity, or an entity otherwise without governmental immunity, such successor Landlord agrees to indemnify to defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs), arising directly from the gross-negligence or willful act or omission of such successor Landlord, its employees or agents, or such successor Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

## **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

**11. ENVIRONMENTAL.**

(a) Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) In the event Landlord assigns this Agreement to a non-governmental entity, or an entity otherwise without governmental immunity, such successor Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of such successor Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date of this Agreement or from such contamination caused by the acts or omissions of such successor Landlord during the Term.

(d) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(e) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** Subject to the terms, conditions and limitations of the access policy attached hereto as Exhibit 12, at all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such Access. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property to the extent resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation. Tenant shall provide to

Landlord within sixty (60) days of the start of construction a removal bond not to exceed Ten Thousand and no/100 Dollars (\$10,000.00).

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If there is an interruption in electricity for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption, such temporary source of power to be approved by the Landlord which approval will not be unreasonably withheld, conditioned or delayed.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to resolve interference pursuant to the terms of, and within the specific time frames and cure periods set forth in Sections 8 (b) and 8(c), or (iii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default under subpart (iii) within such forty-five (45) day period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default under subpart (iii) will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity, including but not limited to termination of this Agreement.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to seek, as its sole remedies (i) specific performance and/or an injunction in the event of a default with respect to Access, or (ii) liquidated damages in an amount equal to twelve (12) months of the then current Rent..

16. **ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located with Landlord's consent which will not be unreasonably withheld, conditioned, delayed or denied. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement, provided assignee assumes all of Tenant's obligations hereunder. Tenant shall have the right to sublease the Premises, in whole or in part, with Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. **NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: S3438A;  
Cell Site Name: East Hartford Sunset Ridge (CT)  
Fixed Asset No: 10578403  
575 Morosgo Drive  
Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: S3438A;  
Cell Site Name: East Hartford Sunset Ridge (CT)  
FA: 10578403  
208 S. Akard Street  
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: Town of East Hartford  
Office of the Mayor  
740 Main Street  
East Hartford, CT 06108

With Copy to: Office of the Corporation Counsel  
740 Main Street  
East Hartford, CT 06108

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning

authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location (but in no event for longer than one (1) year); notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right, and Landlord hereby recognizes such right, to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration -- Taxes  
Re: Cell Site #: S3438A; Cell Site Name: East Hartford Sunset Ridge (CT)  
Fixed Asset No: 10578403  
575 Morosgo Drive  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or subdivide all or any part of the Premises, or all or any part of the Property or Surrounding Property, or to sell or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property

- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) With the exception of any existing leases, easements and uses of the Premises, Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any new wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and Access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.



[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

Town of East Hartford,  
a Connecticut municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Jessica Rincon  
Its: Area Manager – Construction & Engineering  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged herself to be the Area Manager – Construction & Engineering of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that she, as such Area Manager – Construction & Engineering, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Area Manager – Construction & Engineering.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Town of East Hartford, a Municipal corporation, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Structure Lease Agreement dated \_\_\_\_\_, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

Beginning at an iron pipe set at the northeasterly corner of a one acre plot of land owned by Ethel C. Molumphy;

Thence northerly  $3^{\circ}10'40''$  east four hundred fifteen and one one-hundredth (415.01) feet to land of Ansel Arnold;

Thence northerly  $82^{\circ}49'20''$  west one hundred eighty-four and forty one-hundredths (184.40) feet;

Thence southerly  $67^{\circ}10'40''$  west twenty-five (25) feet, more or less, to a point;

Thence southerly in a line parallel to the easterly line of said parcel of land three hundred seventy-five (375) feet, more or less, to an iron pipe at the northwesterly corner of land of said Molumphy;

Thence easterly along the northerly line of said Molumphy's land two hundred twenty (220) feet to the point or place of beginning.

Said Parcel of land is bounded as follows:

NORTHERLY and  
EASTERLY by land now or formerly of Ansel Arnold;

SOUTHERLY by land now or formerly of Ethel C. Molumphy; and  
WESTERLY by land now or formerly of Levi P.M. Hickey, Trustee

The Premises are described and/or depicted as follows:

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

**EXHIBIT 12**

**STANDARD ACCESS LETTER**

**[FOLLOWS ON NEXT PAGE]**

[Landlord Letterhead]

DATE

Building Staff / Security Staff  
The Town of East Hartford  
Street Address  
East Hartford, CT

Re Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors ("representatives") 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to the leased area. Thank you for your assistance.

---

Landlord Signature

**EXHIBIT 24b**

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

Market: New England  
Cell Site Number: S3438A  
Cell Site Name: East Hartford Sunset Ridge  
Fixed Asset Number: 10578403

## MEMORANDUM OF LEASE

**Prepared by:**

Timothy Whalen  
Centerline Communications  
95 Ryan Drive  
Raynham, MA 02767

**Return to:**

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: S3438A  
Cell Site Name: East Hartford Sunset Ridge Drive (CT)  
FA No: 10578403  
575 Morosgo Drive  
Atlanta, GA 30324

Re: Cell Site #: S3438A; Cell Site Name: East Hartford Sunset Ridge Drive  
Fixed Asset Number: 10578403  
State: Connecticut  
County: Hartford

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, having a mailing address of 740 Main Street, East Hartford, CT 06108 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 2017, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with two (2) successive five (5) year and one four (4) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.



IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

Town of East Hartford,  
a Connecticut municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Jessica Rincon  
Its: Area Manager – Construction & Engineering  
Date: \_\_\_\_\_

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**TENANT ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_, the undersigned officer, personally appeared Jessica Rincon who acknowledged herself to be the Area Manager – Construction & Engineering of AT&T Mobility Corporation, manager of New Cingular Wireless PCS, LLC, a (member managed or manager managed) limited liability company, and that she, as such Area Manager – Construction & Engineering, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as Area Manager – Construction & Engineering.

In witness whereof I hereunto set my hand.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of the Town of East Hartford, a Municipal corporation, and that he, as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page \_\_\_\_ of \_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 2017, by and between the Town of East Hartford, a Connecticut municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

**Comment [KL1]:** Prior to execution, please insert the legal description.

The Premises are described and/or depicted as follows:

**Comment [KL2]:** Prior to execution, please insert the LE.

**W-9 FORM**

[FOLLOWS ON NEXT PAGE]

Request for Taxpayer  
Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific instructions on page 2	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶    Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.


**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 29, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc   
RE: APPOINTMENT: Boards and Commissions

---

The following names have been submitted by the Democratic Town Committee Chairman for appointment to the below commission.

**Board of Assessment Appeals (3 Year Term)**

D	Vanessa Jenkins	26 Suffolk Drive	12/17
D	Sebrina Wilson	15A Clark Street	12/17

C: R. Pasek, Town Clerk



**DEMOCRATS  
DEMOCRATIC TOWN COMMITTEE  
OF EAST HARTFORD**



January 18, 2018

The Honorable Marcia A. Leclerc, Mayor  
Town of East Hartford  
740 Main Street  
East Hartford, CT 06108

***Re: Vanessa Jenkins and Sebrina Wilson Board of Assessment Appeals***

Dear Mayor Leclerc:

At a meeting of the District Chairs and Vice Chairs of the East Hartford Democratic Town Committee on January 17, 2018 the names of **Vanessa Jenkins and Sebrina Wilson**, were submitted for consideration of our endorsement to fill vacancies as members of the Town of East Hartford Board of Assessment Appeals. The Chairs and Vice Chairs took a vote in accordance with our Bylaws and hereby submit the endorsements.

Jenkins	Vanessa	26 Suffolk Dr .	East Hartford	CT	06118	860.212.1767	<a href="mailto:nessabmw@sbcglobal.net">nessabmw@sbcglobal.net</a>
Sebrina E.	Wilson	15A Clark St.	East Hartford	CT	06108	917.749.4438	<a href="mailto:brinawilson@icloud.com">brinawilson@icloud.com</a>

Attached please find the completed application and resume.

Please contact me if you have questions or need additional information.

Respectfully,

Craig Stevenson  
Chair

--

Please contact me if you have questions or need additional information.

Craig Stevenson  
860-306-8325

**TOWN OF EAST HARTFORD, CT  
STATEMENT OF INTEREST IN SERVING ON  
A BOARD OR COMMISSION**

The Town of East Hartford, CT is a "Minority Representation" Municipal Government.

This Form is to be used to request nomination to a positions by the East Hartford Democratic Town Committee and will be submitted to it Permanent Nominating Committee for consideration.

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. Vanessa A Jenkins 2. 26 Suffolk Dr. 06118  
Your name exactly as it appears on the E. Htfd. Voter Registration List Street Address Zip Code

3. Party Affiliation ☒ Democrat ☐ Unaffiliated ☐ Minor Party \_\_\_\_\_

4. 860-568-6807 5. 860-212-1767 6. nessabmw@sbcglobal.net  
Home Phone Cell Phone Personal e-mail address

7. Medical Insurance Biller/Coder 8. Primary Eye Care Center  
Occupation Employer

9. 4 Northwestern Dr. Bloomfield, Ct. 06002 10. 860-243-2020  
Employer/Work Address Work Phone

11. College B.S. 12. African American 13. 20yrs  
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident

14. Board of Assessment Appeals  
Name of Board or Commission you would like to serve on

15. See resume  
\*Community based activities and/or civic/volunteer organizations activities you have participated in

16. It is important to remain active and engaged in our community affairs.  
\*Your reason for being interested in serving our Town in this capacity

17. Eperience in medical insurance appeal processes. Active Excel user.  
\*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

\*Please use the back of this page if you need more space or attach a resume if you wish

18. Vanessa A. Jenkins 19. January 14, 2018  
YOUR SIGNATURE DATE

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member \_\_\_\_\_

Voter Registration Information Certified by Voter Registrar \_\_\_\_\_

As a duly called meeting to E.HTFD, Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford resident described about is here by nominated for appointment to the:

Secretary \_\_\_\_\_

Date \_\_\_\_\_



**Vanessa Jenkins**  
26 Suffolk Drive  
East Hartford, CT 06118  
H-860-568-6807 C-860-212-1767  
nessabmw@sbcglobal.net

**Objective:** Acquire a position that allows me to utilize my problem solving, communication skills and allows me to remain active in the community.

**WORK HISTORY:** Primary Eye Care Center Bloomfield, Ct. 1996 to present

**Medical Biller/Coder-**As a medical biller I am responsible for proper coding of medical claims for submission to insurance companies for payment. I also share responsibility for implementing new coding changes in compliance with the federal government guidelines. Responsible for balancing the daily journals, the days' receipts and the daily banking.

**ACCOMPLISHMENTS:**

- ❖ Learned the surgical coordinator's position the first two weeks of employment.
- ❖ Learned how to modify appointment templates to meet the needs of the physicians and patients.
- ❖ Developed a procedure manual for front desk personnel.
- ❖ Supervised Front Desk Receptionists. Facilitated trainings and department meetings.
- ❖ Responsible for medical records releases to legal entities and government agencies.

**Cigna, Bristol, Ct. 1992 to 1995**

**Claim Service Manager-** Responsible for quality customer service, human resource management and results management.

**ACCOMPLISHMENTS:**

- ❖ Increased production by one point within nine months.
- ❖ Facilitated process improvement sessions to achieve extraordinary customer service.
- ❖ Supported performance management process achieving better quality results.
- ❖ Assisted in the implementation of new accounts.

**Focus Research Systems, Farmington, Ct. 1984 – 1992**

**Manager Data Acquisition-** Responsible for high technology market research and new site generation. Also responsible for sizeable staff, quota management, budget alignment and quality control.

**ACCOMPLISHMENTS:**

- ❖ Streamlined Quality Control Process and increased productivity by 30%.
- ❖ Set up remote operations to perform interviewing functions. Doubled productivity allowing the company to meet the customer's needs.
- ❖ Increased number of new sites generated from 3,000 to 15,000 annually. This produced a more appealing database to new and potential clients.
- ❖ Retained employees 50% longer by increasing morale through job diversity.

**EDUCATION:** Skidmore College Saratoga Springs, NY. Bachelor of Science Degree 1980

Bennett College Millbrook, NY. Associates Degree 1977

Morse School of Business, Hartford, CT. Certificate Business Administration

**Notary Public – My commission expires February 2018.**

**Zumba Certified Instructor**

**Weight Watchers International –Leader/Receptionist**

**TOWN OF EAST HARTFORD, CT  
STATEMENT OF INTEREST IN SERVING ON  
A BOARD OR COMMISSION**

The Town of East Hartford, CT is a "Minority Representation" Municipal Government.

This Form is to be used to request nomination to a positions by the East Hartford Democratic Town Committee and will be submitted to it Permanent Nominating Committee for consideration.

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. SEBASTIAN EUGENEBEN WILSON 2. ISA CLARK Street 06108  
Your name exactly as it appears on the E. Htd. Voter Registration List Street Address Zip Code

3. Party Affiliation ☒ Democrat ☐ Unaffiliated ☐ Minor Party \_\_\_\_\_

4. \_\_\_\_\_ 5. 917 749 4438 6. BKMDWilson@gmail.com  
Home Phone Cell Phone Personal e-mail address

7. Family Community Union 8. East Hartford Public School  
Occupation Employer

9. 1110 Main Street / 15 Mercer Avenue 10. 860 622 5508  
Employer/Work Address Work Phone

11. B.A CRIMINAL JUSTICE 12. AFRICAN AMERICAN 13. 1 year 10 months  
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htd. Resident

14. ASSESSMENT appeals  
Name of Board or Commission you would like to serve on

15. Family Engagement to District of East Hartford  
\*Community based activities and/or civic/volunteer organizations activities you have participated in

16. I have a vested interest in policy and practice ensuring residents voices are heard  
\*Your reason for being interested in serving our Town in this capacity

17. Communication, Facilitation, Advocacy, Social Justice, Policy  
\*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

18. Sebastian Wilson 19. 1.12.18  
YOUR SIGNATURE DATE  
\*Please use the back of this page if you need more space or attach a resume if you wish

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member \_\_\_\_\_

Voter Registration Information Certified by Voter Registrar \_\_\_\_\_

As a duly called meeting to E HTFD. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford resident described about is here by nominated for appointment to the

Secretary \_\_\_\_\_

Date \_\_\_\_\_

**Sebrina E. Wilson**  
15A Clark Street  
East Hartford, CT 06108  
(917)749-4438  
brinawilson@icloud.com

---

### **Summary**

Professional Leader with excellent communication skills, detailed organized. Professionally develops, coaches staff to be their best person. Community Liaison provides educational resources and activities for all. Created and lead community and Summer Day Camp programs. Goal oriented, works well independently and as a member of a team.

### **Skills**

- Written and oral communication
- Excellent Time Management
- Problem solving Abilities
- Microsoft Office
- Customer Service
- Organizational Prioritization

### **Experience**

East Hartford Public School  
**Family Community Liaison**

East Hartford, CT  
08/2016 -

Coordinate program assigned activities and components (e.g. home visits, parent meetings, parent/volunteer involvement programs, community involvement processes, etc.) for the purpose of gaining information enhancing student achievement and/or discussing needs and problems involving students and their families

Refer students and their families to outside agencies (e.g. state agencies, medical professionals, counselors, foundations, charities, etc.) for the purpose of ensuring the need of students and families are met

Refer students and their families to outside agencies (e.g. state agencies, medical professionals, counselors, foundations, charities, etc.) for the purpose of ensuring the need of students and families are met

Collaborate with agencies and service providers in the community to build capacity and partnerships to support families and program services

Facilitate volunteering opportunities for parents and community members

Raise parent awareness of academic standards and standardized testing

Assist in coordinating with community leaders and organizations for the purpose of building resources and expanding school-based program capabilities to assist families

East Hartford Public Schools  
**Lead Teacher**

East Hartford, CT  
03/2016 – 6/2016

- Facilitated 3<sup>rd</sup> and 4<sup>th</sup> grade lessons for extended day.
- Provided Team building lessons, STEM, History, English and Health and Wellness.
- Implemented behavioral management system to ensure classroom structure and order.
- Provided incentives for classroom participation, Be Kind Be Respectful to your peers.
- Prepared lessons that will challenge the kids to think critically and analytically to the future a and changing world.
- Facilitated parent engagements to teach parent how to engage their kids in Literacy, Math, and writing technology.
- Ensured the students did homework for next school day.

University Settlement Society of NY  
**Site Director**

New York, NY  
08/2014 to 02/2016

- Lead a staff of 19 to provide extended day after-school programs to 165 elementary students
- Maintained a budget for 180K for two years for the Dept. of Youth and Community Development
- Developed Staff monthly with professional development instruction.
- Provided leadership and strategic direction to part time and consultant staff.
- Managed the community center site requirements including work plan, budget & staff.
- recruited, hired, oriented, evaluated and assessed all staff development
- Processed payroll and ensured all necessary documents required as per the Dept. of Health for compliance and licensing.
- Provided community and parent engagements for parents, students and community.
- Ensured the program received Homework help, Enrichment, dance, art, sports and fitness.
- Directed Summer day camp for 200 participants oversee the trips and flow of the day.

Grand Street Settlement  
**Program Director**

New York, NY  
10/2012 to 08/2014

- Lead a staff of 8-16 to provide enriched program with Home Work help and activities.
- Replicating the Dr. Michael Carerra Program for Teen Pregnancy and Prevention
- managed a budget of 300k for 60 kids to ensure they received arts, sports, and enrichment
- Provided leadership and strategic direction to full time and part time program staff
- Recruited hired, oriented and evaluated staff development
- Directed Summer day camp to 200 participants to ensure a safe fun enriched program
- Lead Saturday program Middle School Trips and Soccer and softball at community center
- Ensured all staff was in compliance to Department of health licensing requirements
- Processed payroll and ensured staff hours are accurately submitted in ADP system.
- Facilitated professional development to ensure staff were trained to work with students.

NYC Department of Education  
**Substitute Teacher**

New York NY  
03/2009 to 06/ 2012

- Instructed a Rosetta Stone language course, prepared and graded lessons
- Graded unit test and submitted grades for grade reporting
- Assisted the Special Education Department students with classroom work
- Prepared reports on students and activities as required by administration.
- Prepared objectives and outlines for courses of study, following curriculum guidelines and requirements of states and schools.
- Instructed through lectures, discussions, and demonstrations in one and more subjects such as English, mathematics, and social studies.
- Conferred with parents and guardians, other teachers, counselors, and administrators in order to resolve students' behavioral and academic problems.
- Conferred with other staff members to plan and schedule lessons promoting learning, following approved curricula.
- Adapted teaching methods and instructional materials to meet students' needs and interests.
- Observed and evaluated students' performance, social development, and physical health.

### **Education**

John Jay College City University of New York  
**BA Criminal Justice**

New York, NY  
2003



## TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: January 30, 2018  
TO: Richard F. Kehoe, Chair  
FROM: Mayor Marcia A. Leclerc *ML*  
RE: REFERRAL: Refund of Taxes

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I recommend that the Town Council approve a total refund of taxes in the amount of \$6,358.45 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the February 6, 2018 Town Council meeting.

Thank you.

C: I. Laurenza, Tax Collector  
M. Walsh, Finance Director

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**INTEROFFICE MEMORANDUM**

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**TO:** MARCIA A LECLERC, MAYOR ✓  
MICHAEL WALSH, DIRECTOR OF FINANCE

**FROM:** KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

**SUBJECT:** REFUND OF TAXES

**DATE:** 1/25/2018

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Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$6,358.45. Please see attached listing.

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Over Paid
2015-03-0052297	BAGLEY ANTHONY L	990 CAPITOL AVENUE APT AA7	HARTFORD, CT 06106	1966/F6271443	-22.93
2016-03-0054258	BRADLEY SHERRY M	31 TEMPLE DR	EAST HARTFORD, CT 06108-1328	1999/1G3NFS2E6XC364975	-8.61
2016-03-0056211	CASTLE WAYNE R	30 SISSON ST	EAST HARTFORD, CT 06118-1534	1990/2GCCEC14Z4L1163335	-20.76
2016-01-0011612	CIEZA MANUEL	30 HILLSIDE ST UNIT B 14	E HARTFORD, CT 06108	30 HILLSIDE ST B-14	-35.96
2016-03-0056997	CLAUDIO MARIANA	275 NEW BRITAIN AVE A3	HARTFORD, CT 06106	2012/19UUA9F22CA003610	-213.92
2016-03-0057840	COOKE NATALIE M	8 ROBIN TER	EAST HARTFORD, CT 06108	2008/1G1ZK577384194554	-84.82
2016-01-0000897	CORELOGIC ATTN: REFUND UNIT	3001 HACKBERRY RD	IRVING TX 75063	1026 FORBES ST	-2600.69
2016-03-0059218	DAVILA BENJAMIN	40 PROSPECT ST 2FL	EAST HARTFORD, CT 06108	2006/2CNDL73F466093232	-96.80
2016-03-0059700	DELUCCO DOMINIC A SR	58 TIMBER TRL	EAST HARTFORD, CT 06118-3557	2005/1FTRX14W85NA54082	-57.11
2016-03-0062202	FELICIANO NATALIE M	35 MELROSE ST	E HARTFORD, CT 06108	2010/1N4AL2EP0AC110212	-17.49
2016-03-0063632	GALINDO RIVERA A	15 BIRCHWOOD RD	EAST HARTFORD, CT 06118-1701	2003/WAULT68E33A261609	-74.07
2016-03-0063714	GARAY SUSAN T	391 HILLSIDE AVE	HARTFORD, CT 06106-3829	2010/4T1BF3EK1AU054044	-189.27
2016-03-0063821	GARCIA-PENA ESTELLE	89 CLAYTON RD	EAST HARTFORD, CT 06118-2707	2006/JTEEP21A860175217	-129.00
2016-03-0065269	GRIFFIN PATRICK F JR	49 WESTERLY TER	EAST HARTFORD, CT 06118-3562	2012/2C4RDGDG0CR324894	-122.37
2016-09-0065269	GRIFFIN PATRICK F JR	49 WESTERLY TER	EAST HARTFORD, CT 06118-3562	2012/2C4RDGDG0CR324894	-26.77
2016-03-0066851	HOLDEN VALERIA Y	PO BOX 1034	WINDSOR, CT 06095-6134	2006/JHLRD78806C004073	-130.14
2015-03-0066899	HYUNDAI LEASE TITLING TRUST	4100 WILDWOOD PARKWAY	ATLANTA, GA 30339	2014/5XXGN4A7XEG332259	-120.25
2016-03-0068975	KASAVAGE KENNETH J	111 SUNSET RIDGE DR	EAST HARTFORD, CT 06118-1351	1989/2FTHF26H6KCA47877	-85.38
2016-04-0084560	KENNEDY SHAIA N	68 MAPLEWOOD AVE	EAST HARTFORD, CT 06108-4022	2009/2T2HK31U19C112465	-102.57
2016-09-0069323	KHAN TYRON C	25 OBRIEN LN	EAST HARTFORD, CT 06108-1916	2008/WBANV935X8CZ60534	-238.11
2016-03-0072394	MARIANI DEMETRIUS Q	12 ELLSWORTH ST	EAST HARTFORD, CT 06108	1999/WDBJF82H7XX026633	-68.80
2016-09-0072394	MARIANI DEMETRIUS Q	12 ELLSWORTH ST	EAST HARTFORD, CT 06108	1999/WDBJF82H7XX026633	-15.05



2016-03-0074336	MINTA SAMANTHA B	106 TIMBER TRL	EAST HARTFORD, CT 06118-3557	2009/WBANV93509C134115	-42.53
2016-09-0074336	MINTA SAMANTHA B	106 TIMBER TRL	EAST HARTFORD, CT 06118-3557	2009/WBANV93509C134115	-9.30
2016-03-0075390	NAILS GREGORY L JR	35 JERRY RD	EAST HARTFORD, CT 06118-3119	1998/2G4WS52M3W1422807	-2.40
2016-03-0075391	NAILS GREGORY L JR	35 JERRY RD	EAST HARTFORD, CT 06118-3119	2003/1FAFP55U13G245650	-49.92
2016-03-0075844	NIEVES MILITZA	56 ELIDA CT	EAST HARTFORD, CT 06108-1854	2004/JNRS08W34X220866	-187.46
2016-03-0078663	PIERCE JOSHUA B	231 MAPLE ST	EAST HARTFORD, CT 06118-2730	2003/1HGCMS6673A139746	-139.16
2016-03-0082407	SALAZAR ALFREDO	14 TRINITY LN	EAST HARTFORD, CT 06118-1645	2000/1GGCS1945Y8702118	-53.99
2016-02-0043334	SAMMYS PROFESSIONAL CUT BARBER SHOP LLC	116S MAIN ST	EAST HARTFORD, CT 06108	116S MAIN ST	-63.00
2016-03-0083126	SCHIFF ALAN J	119 MILWOOD RD	EAST HARTFORD, CT 06118-1735	1998/1B7HF13Y1WJ257471	-91.97
2016-03-0083127	SCHIFF ALAN J	119 MILWOOD RD	EAST HARTFORD, CT 06118-1735	1998/1FMZU34X9WZB53903	-46.30
2016-09-0083126	SCHIFF ALAN J	119 MILWOOD RD	EAST HARTFORD, CT 06118-1735	1998/1B7HF13Y1WJ257471	-20.12
2016-09-0083127	SCHIFF ALAN J	119 MILWOOD RD	EAST HARTFORD, CT 06118-1735	1998/1FMZU34X9WZB53903	-10.13
2016-03-0083177	SCHNEIDER KATHY L	58 SHANNON RD	EAST HARTFORD, CT 06118-1743	2002/1J4FA495X2P761416	-160.22
2016-09-0083177	SCHNEIDER KATHY L	58 SHANNON RD	EAST HARTFORD, CT 06118-1743	2002/1J4FA495X2P761416	-35.05
2016-03-0083887	SILVA WANDA L	1630 MAIN ST APT 512	HARTFORD, CT 06120-2742	2001/1HGC66591A097310	-15.21
2016-03-0086837	TRIPLE T TRANSPORT LLC	47 SPRINGSIDE AVE	EAST HARTFORD, CT 06108	1999/1FUYDDYB1XL971496	-55.10
2016-09-0086837	TRIPLE T TRANSPORT LLC	47 SPRINGSIDE AVE	EAST HARTFORD, CT 06108	1999/1FUYDDYB1XL971496	-12.05
2016-03-0068709	TROCHE CAROLINA	3 ATWOOD LANE	EAST HARTFORD CT 06108	2016/JF2GPAKC0G8284444	-553.92
2016-03-0087930	VENABLE RICHARD E	50 TRENT CT UNIT A	RIDGE, NY 11961	2000/JNKCA31A9YT123677	-51.58
2016-03-0087931	VENABLE RICHARD E	50 TRENT CT UNIT A	RIDGE, NY 11961-8018	2005/1FTYR10U95PA78499	-143.36
2016-03-0089260	WILLIAMS LEONARD A JR	30 PRASSER DR	EAST HARTFORD, CT 06118-3455	2005/4T1BK36855U012590	-122.15
2016-09-0089260	WILLIAMS LEONARD A JR	30 PRASSER DR	EAST HARTFORD, CT 06118-3455	2005/4T1BK36855U012590	-32.66
<b>TOTAL</b>					<b>\$ (6,358.45)</b>

OFFICE OF THE  
TOWN COUNCIL

**TOWN OF EAST HARTFORD**

740 Main Street  
East Hartford, Connecticut 06108



*Robert J. Bask*

2018 FEB -1 A 11:02  
(860) 291-7208  
TOWN CLERK  
EAST HARTFORD  
FAX (860) 291-7389

DATE: February 1, 2018

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, February 6, 2018 6:45 p.m. Town Council Majority Office

In accordance with Section 3.3 (a) of the Town Charter, a Special Meeting of the Town Council will be held as follows:

**Tuesday, February 6, 2018**

**6:45 p.m.**

**Town Council Majority Office**

The purpose of the meeting is to meet in executive session to discuss the pending federal court action known as Huaman v. Tinsley, et al., Docket No. 17-3420.

cc: Mayor Leclerc  
Scott Chadwick, Corporation Counsel  
Mike Walsh, Finance Director  
Christine Sasen, Risk Manager