

Robert J. Beck

2017 SEP 14 A 9:12

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
SEPTEMBER 19, 2017

TOWN CLERK
EAST HARTFORD

6:30 P.M. Executive Session
7:00 P.M. Public Hearing

=====

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. September 5, 2017 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Recommendation from Ordinance Committee re:
 1. Section 2-113b – “Veterans Commission”
 2. Section 14-1 – “Commission on Culture and Fine Arts”
 - B. SiFi Networks Development Agreement
 - C. CT Center for Digital Investigations Inter-Local Agreement
 - D. Referral to the Real Estate Acquisition & Disposition Committee re:
 1. 1238 Silver Lane; and
 2. 10 Chester Street and 192-A Forbes Street
 - E. Referral to the Ordinance Committee re: Revisions to Chapter 7
 - F. Outdoor Amusement Permit Applications:
 1. 28th Annual Fall Fest
 2. Gengras Harley-Davidson Fall Fest
 - a. Waiver of 30-day Filing Time Requirement
 - b. Approval of Application
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Ash Realty Associates, LLC v. Town of East Hartford, et al
 - B. Fremont Riverview, LLC v. Town of East Hartford
 - C. Ficacelli vs. McNeilly 3rd Party Workers' Compensation Claim

11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor

12. ADJOURNMENT (next meeting: October 3rd)

Robert J. Pusk

EAST HARTFORD TOWN COUNCIL 2017 SEP 11 A 8:37

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

SEPTEMBER 5, 2017

PRESENT Chair Richard F. Kehoe, Majority Leader Linda A. Russo, Minority Leader
Esther B. Clarke, Councillors Marc I. Weinberg, Ram Aberasturia, Patricia
Harmon and Michael G. Kurker

ABSENT Vice Chair William P. Horan, Jr. and Councillor Joseph R. Carlson

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:32 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

None

APPROVAL OF MINUTES

August 15, 2017 Executive Session

MOTION By Linda Russo
seconded by Ram Aberasturia
to **approve** the minutes of the August 15, 2017 Executive Session.
Motion carried 7/0.

August 15, 2017 Regular Meeting

MOTION By Linda Russo
seconded by Pat Harmon
to **approve** the minutes of the August 15, 2017 Regular Meeting.
Motion carried 7/0.

COMMUNICATIONS AND PETITIONS

§10-6(a) re: On-call Service Contracts Report

Chair Kehoe reviewed this year's report which provides the amount of funds spent by the Town on each on-call service contract for fiscal year ending June 30, 2017. There are eight on-call contracts which will be in force for a maximum of five years from the date of

the Request for Proposal (RFP) or when the amount paid cumulatively under the on-call contract exceeds \$100,000, or such lesser amounts as provided in the contract.

NEW BUSINESS

Local Interagency Services Team (LIST) Grant

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

WHEREAS the Town of East Hartford Youth Services Department serves as the administrator of the Hartford Judicial District Local Interagency Services Team (LIST); and

WHEREAS the Hartford LIST is a collaboration among area youth service bureaus, the Connecticut Judicial Branch Court Support Services Division and the Connecticut Department of Children & Families; and

WHEREAS the purpose of the LIST is coordinate local stakeholders in raising awareness about the needs of children and youth involved in the juvenile justice system, as well as planning, evaluating, and supporting juvenile justice services in each juvenile court catchment area.

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 Connecticut Youth Services Association as they pertain to this 2017-18 LIST grant.

On call of the vote, motion carried 7/0

Public Health Preparedness Grant

MOTION By Ram Aberasturia
 seconded by Linda Russo
 to **adopt** the following resolution:

WHEREAS The Connecticut Department of Public Health and the Capitol Region Council of Governments have offered funding under the Public Health Emergency Preparedness program; and

WHEREAS this money goes toward supporting planning, training, exercise, operations and intervention activity expenses relative to the prevention and/or mitigation of disease outbreaks and injuries resulting from epidemics, disasters and bioterrorism.

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 and/or the Capitol Region Council of Governments to fund a \$35,111.00 Public Health Emergency Preparedness grant for the period July 1, 2017 through June 30, 2018.

On call of the vote, motion carried 7/0.

Setting a Public Hearing Date of Tuesday, September 19th @ 7PM:

Veterans Commission Ordinance

MOTION By Linda Russo
seconded by Ram Aberasturia
to **set** a public hearing date of Tuesday, September 19th @ 7:00PM in
Town Council Chambers to hear public comment on the proposed
revision to Section 2-113b of the town of East Hartford Code of
Ordinances, entitled "Veterans Commission".
Motion carried 7/0.

Commission on Culture and Fine Arts

MOTION By Linda Russo
seconded by Ram Aberasturia
to **set** a public hearing date of Tuesday, September 19th @ 7:00PM in
Town Council Chambers to hear public comment on the proposed
revision to Section 14-1 of the town of East Hartford Code of
Ordinances, entitled "Commission on Culture and Fine Arts".
Motion carried 7/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Ram Aberasturia
to **refund** taxes in the amount of \$17,149.55
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 7/0.

Bill	Name	Prop Loc/Vehicle Info.	Over Paid
2015-03-0086813	ALLY BANK LOUISVILLE PC	2013/2GKFLTEK0D6109038	-271.4
2015-03-0086814	ALLY BANK LOUISVILLE PC	2013/1C6RR7FT6DS713851	-319.87
2015-03-0086820	ALLY BANK LOUISVILLE PC	2014/1G4GD5G35EF145373	-468.17
2015-03-0086824	ALLY BANK LOUISVILLE PC	2013/1C4RJFCT5DC644093	-366.74
2015-03-0086825	ALLY BANK LOUISVILLE PC	2012/2C4RC1BG0CR330987	-363.08
2015-03-0086827	ALLY BANK LOUISVILLE PC	2012/1C4NJRFB5CD663559	-267.3
2015-03-0086834	ALLY BANK LOUISVILLE PC	2013/2GNALBEK6D1267839	-72.78
2015-03-0086860	ALLY BANK LOUISVILLE PC	2014/1G1PA5SG8E7223283	-259.74
2015-03-0086863	ALLY BANK LOUISVILLE PC	2013/3GYFNGE37DS554362	-299.18
2015-03-0086867	ALLY BANK LOUISVILLE PC	2013/1G1PD5SB9D7285186	-287.56
2015-03-0086868	ALLY BANK LOUISVILLE PC	2013/2GNALDEK2D6205434	-195.03
2015-03-0086869	ALLY BANK LOUISVILLE PC	2014/2G1125S39E9136913	-242.53
2015-03-0086871	ALLY BANK LOUISVILLE PC	2012/1C4PJMAK7CW205965	-186.07
2015-03-0086874	ALLY BANK LOUISVILLE PC	2012/1G6DS5E36C0153582	-454.85
2015-03-0086879	ALLY BANK LOUISVILLE PC	2013/2GNALBEK6D6163564	-290.71
2016-03-0053751	BLANCO FLOORING LLC	2005/1FTSS34P85HA25037	-10.73

2015-03-0054286	BRETON AUDRA N	2006/JF1GD67646G512818	-175.01
2015-03-0055083	CAB EAST LLC FORD CREDIT	2013/1FADP3F29DL323187	-104.86
2015-03-0055090	CAB EAST LLC FORD CREDIT	2013/1FTEX1EMXDFB13606	-292.38
2015-03-0055097	CAB EAST LLC FORD CREDIT	2014/1FADP3K21EL232230	-213.79
2015-03-0055100	CAB EAST LLC FORD CREDIT	2014/1FMCU9J93EUA26137	-486.18
2015-03-0055102	CAB EAST LLC FORD CREDIT	2013/1FMCU9J96DUB76483	-48.44
2015-03-0055103	CAB EAST LLC FORD CREDIT	2014/1FM5K8F82EGA25519	-69.22
2015-03-0055109	CAB EAST LLC FORD CREDIT	2013/2FMDK4KC0DBA93404	-217.98
2015-03-0055111	CAB EAST LLC FORD CREDIT	2013/1FADP5CUXDL526302	-276.91
2015-03-0055114	CAB EAST LLC FORD CREDIT	2013/2FMDK3GC5DBA50986	-391.14
2015-03-0055117	CAB EAST LLC FORD CREDIT	2013/5LMJJ2J53DEL09373	-160.74
2016-03-0055956	CARRUCINI ALEX Y	1994/1G4HP52L8RH406833	-118.75
2016-03-0058461	CRUZ ISMAEL	2002/4M2ZU86E52ZJ04862	-22.56
2015-04-0082504	DIAZ-SANCHEZ IRIS	2009/1N4AA51E49C821192	-84.24
2015-03-0061311	ENTERPRISE F M TRUST	2015/1N4AL3AP7FC183595	-198.43
2015-03-0061324	ENTERPRISE F M TRUST	2012/1GC SHAF46C1111880	-125.98
2015-03-0061327	ENTERPRISE F M TRUST	2015/5N1AT2MV7FC844651	-392.17
2015-03-0061332	ENTERPRISE F M TRUST	2007/1GCFG15Z171182928	-263.44
2015-03-0061366	ENTERPRISE F M TRUST	2012/NM0LS7AN6CT114675	-28.97
2016-03-0062021	FAILOO RUFINO	2006/4F2YZ92Z06KM18810	-50.18
2015-03-0061597	FAILOO RUFINO	2015/2HGFB2F7XFH508292	-68.89
2015-03-0085478	FERRER CHANEY	2002/3VWSE69M22M142088	-118.95
2015-04-0083018	FIRST CHOICE HEALTH CENTERS	2010/5FNRL3H74AB010437	-456.58
2016-03-0063086	FOSU HENRIETTA A	2003/3G7DB03EX3S587435	-12.22
2016-03-0064552	GONZALEZ ADRIA	2001/2T1BR12E01C510739	-17.92
2015-03-0064731	GUERRERO-GARCIA MARILIN E	2005/1FAFP53205A265427	-8.18
2015-03-0064732	GUERRERO-GARCIA MARILIN E	2002/1FAFP34P92W107133	-6.29
2016-03-0066868	HOLLIS JOHN E	2012/KMHDH4AE1CU365968	-35.55
2016-03-0068330	JOHNSON CHRISTOPHER M	2008/JTMBD33V186082769	-30.00
2014-03-0064974	JORDAN LENORA	2006/1HGCM665X6A005475	-418.77
2015-03-0064623	JORDAN LENORA	2006/1HGCM665X6A005475	-268.31
2015-03-0068018	JP MORGAN CHASE BANK N A	2015/4S4BSALC0F3238898	-672.15
2014-03-0068264	JP MORGAN CHASE BANK NA	2013/JF1GPAL66D2895509	-522.98
2016-03-0070560	KRAMPITZ MICHELLE M	2015/19XFB2E50FE052541	-123.32
2016-03-0069992	LACHAPELLE CHELSEA A	2002/1HGEM21942L061440	-14.11

2016-03-0070598	LAWTON SEAN J	2007/FLA63342	-101.66
2016-03-0074544	MONTANARO GLEN N	2002/1FTRX17L42NB98368	-23.84
2016-03-0076675	OLSOWY RENEE	2003/KM8SB12B13U562425	-44.32
2016-03-0077633	PASALAPUDI VENKATA R	1998/4T1BG22K4WU371321	-17.92
2015-01-0011955	RAGO EDWARD T & BIRUTA M	16 CHICKASAW DR	-28.62
2016-01-0011955	RAGO EDWARD T & BIRUTA M	16 CHICKASAW DR	-70.58
2016-03-0081353	RODRIGUEZ LOURDES I	1999/1FTZF1723XNB84432	-13.57
2015-03-0080982	ROOPNARINE TARACHAN	2004/JNKCV51F44M717206	-48.10
2016-03-0082051	RUCKER EARL S	2005/1GTEC14X55Z319049	-26.18
2016-03-0082864	SANTIAGO TERESA	2011/2T1BU4EE4BC652976	-47.74
2016-03-0082874	SANTIAGO-SOTO ARIEL	1998/4T1BG22KXWU213808	-11.97
2016-02-0041486	SHAW CHIROPRACTIC GROUP	290 ROBERTS ST	-11.76
2016-03-0084738	ST JEAN ROGER J	1999/2B7JB21Z2XK528770	-18.88
2016-03-0068769	SUBARU MOTOR FINANCE	2014/JF2GPACC7E8260475	-142.46
2016-03-0085828	THOMAS NORMAN T	2004/JTHBA30G840016875	-25.82
2016-03-0085846	THOMAS VALERIE E	2004/JTHBA30G940015461	-18.5
2015-03-0085816	TOYOTA LEASE TRUST	2013/JTHCE1BL7D5009779	-69.5
2016-03-0086583	TOYOTA MOTOR CREDIT	2014/JTHBK1GG2E2096980	-338.24
2016-03-0086722	TRAN DUC N	1998/4N2ZN111XWD816878	-9.18
2016-03-0087571	VASQUEZ-MOREIRA JOSE A	2007/1N6BD06T07C420250	-35.39
2016-03-0087716	VAZQUEZ LUIS M JR	2001/1GNEK13T01J190087	-23.3
2016-03-0087721	VAZQUEZ LYDIA E	1999/2HGEJ6610XH581819	-17.18
2016-03-0087985	VERIZON WIRELESS SERVICES LLC	2015/1P91F1421FS727025	-2,642.56
2016-03-0088677	WATKINS ROBBY L	2003/1FMFU16L53LA88791	-21.06
2016-01-0010701	CORELOGIC ATTN: REFUNDS DEPT	200 SANDRA DR	-2,489.89
		TOTAL	\$ (17,149.55)

Town Council acting as a Committee of the Whole for the Fees Committee re: Annual Licensure Rate for Class II Food Service Establishments

MOTION By Marc Weinberg
seconded by Linda Russo
to adopt the following resolution:

WHEREAS The State Legislature, under PA 17-93 and through the State Department of Public Health, under Environmental Health Section Circular Letter #2017-23 have provided new definitions for classifying retail food establishments; and

WHEREAS the foregoing classification system must be implemented by October 1, 2017 and the East Hartford Health Department sends out its annual Food Service Establishment re licensure notices and billings on October 31 for the licensure period beginning January 1; and

WHEREAS the East Hartford Health Department has determined that the inspection of Class II Food Service Establishments will be more lengthy and complex; and

WHEREAS Class II fees under the current schedule need to be altered to comply with the new classification system, while the schedule will otherwise remain unchanged.

NOW THEREFORE LET IT BE RESOLVED that the East Hartford Town Council adjusts the Health Department Fee Schedule annual rate for Class II Food Service Establishments from \$210.00 to \$290.00, effective October 1, 2017.

On call of the vote, motion carried 7/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc updated the Council on: (1) the press box at McKenna Field has been repaired; (2) September 16th is the Mayor's Clean-up Day; (3) the summer reading program at Raymond Library was very successful; (4) October 7th is Fall Fest and October 29th is the Boo Bash; (5) Joe Sousa, the face at the gate at the town's transfer station, was mentioned in the Hartford Courant's article on Labor Day; (6) information on aid for Hurricane Harvey will be on the town's website; (7) citizens can register for the Alert System which is on the town's website at the Police or Fire homepages; and (8) the final transition for the next generation of the 911 system has been completed.

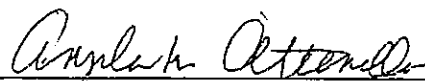
Esther Clarke met the new manager of Stop & Shop who commented that she is hoping to recruit several of the store's employees to attend the Mayor's Clean-up Day. The Mayor thanked Councillor Clarke for this information and will have her office reach out to the store's manager.

ADJOURNMENT

MOTION By Esther Clarke
 seconded by Linda Russo
 to **adjourn** (8:16 p.m.).
 Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be September 19th.

Attest



Angela M. Attenello
TOWN COUNCIL CLERK

**Veterans Commission
(August 23, 2017 draft)**

Sec. 1 Section 2-113b of the town ordinances is repealed and the following is substituted in lieu thereof:

(a) There is established a veterans commission [on veterans' affairs]. The commission shall consist of nine members. At least six members shall be residents of East Hartford. Such members shall be appointed for a two year term. In addition, the agent for veterans' affairs designated pursuant to [Section one] section 2-113a, shall serve as an ex-officio member of the commission on veterans' affairs. Notwithstanding the provisions of this section, on the effective date of this ordinance the veterans commission members shall include all members of the commission on veterans affairs and the patriotic commission who shall serve until their terms on the date of enactment of this ordinance expire. Vacancies shall be filled when the veterans commission membership is no more than nine members.

(b) The commission shall serve as a resource for information concerning federal, state and local benefits and services for veterans, active duty personnel and their families. The commission shall compile contact information from federal and state veterans' affairs agencies and veterans' advocacy groups. The commission may coordinate the scheduling of regular hours for veterans' advocates to meet with veterans at town hall or other town facilities. The commission may assist the mayor and the agent for veterans' affairs in communicating matters of interest to veterans, active duty personnel and their families in the town of East Hartford. The commission may work with town organizations and volunteers to carry out its projects and may officially recognize such organization and volunteers for their service.

(c) The commission shall conduct celebratory and memorial events to commemorate national and state holidays and such other events to honor active military and veterans.

[(c)] The chair of the commission, or such other members of the commission as the commission, by majority vote shall designate, shall serve as the town's veterans' service contact person pursuant to section 27-135 of the Connecticut General Statutes. Such person or persons shall complete an annual training course pursuant to section 27-1021 of the Connecticut General Statutes and shall comply with such other requirements for a veterans' service contact person as set forth in state law.

For reference, the Patriotic Commission ordinance would be deleted but is set out here for reference only.

ARTICLE 4. PATRIOTIC COMMISSION. Sec. 14-22. Established; Composition.

a) There is established a Patriotic Commission of nine (9) members representing the public-atlarge.

b) There may be up to six (6) additional positions for representatives of any six (6) civic, fraternal, business, or religious organizations.

c) There shall be no more than one (1) representative from any single organization mentioned above.

Sec. 14-23. Appointment and Terms of Members.

a) Initially, appointments shall be two (2) members for a term of one (1) year; two (2) members for a term of two (2) years; and three (3) members for a term of three (3) years. After initial terms expire, subsequent terms will each be for a three (3) year period.

b) Associate members, members appointed by the Commission for special projects, shall have no voting privileges. There shall be no limit to the number of associate members and terms of associate members shall expire on the first day of December of each year.

c) The terms of each civic, fraternal, business, or religious representative shall expire on the first day of December of each year.

14-24. Duties. The Patriotic Commission shall have the authority and responsibility to study and conduct activities related to national and state holidays, town celebrations, etc. The Commission shall promote the town image and make recommendations to the Mayor and Council regarding the arrangements, supervision, plan and conduct of such activities, and shall have the authority and responsibility to conduct all approved activities.

**Commission on Culture and Fine Arts
(August 23, 2017 draft)**

Sec. 1 Section 14-1 of the town ordinances is hereby repealed and the following is substituted in lieu thereof:

- (a) There is established the [Fine Arts Commission] Commission on Culture and Fine Arts which shall consist of fifteen members appointed for a term of five years. Terms shall be staggered so that three members are appointed each year. On the effective date of this ordinance, the Commission members shall consist of the members of the Fine Arts Commission and the Library Commission who shall serve until their terms expire. Vacancies shall be filled once the membership of the commission is no more than 15 members.
- (b) The Commission shall promote and stimulate general interest among the citizens of the town in the fine arts and other cultural arts and the town libraries. The Commission shall work with the Town Librarian to encourage the use of the Raymond Library and other town libraries for the display of fine arts and other cultural arts. The Commission may charge a fee for any activity that it conducts. Such revenue shall be credited to an account for use by the Commission on future projects or to offset expenses of such activity.

The following ordinances would be deleted but are set out here for reference

Sec. 14-1. Established. There is established the Fine Arts Commission. Sec. 14-2. Purpose. The purpose of the Fine Arts Commission shall be to promote and stimulate general interest among the citizens of the town in the fine arts. Sec. 14-3. Membership; Appointment; Term. The Fine Arts Commission shall consist of fifteen (15) members, not more than ten (10) of whom shall belong to the same political party. Terms shall be staggered so that three (3) members are appointed each year. Members shall be appointed for terms of five (5) years. Sec. 14-4. Authority to Establish By-Laws, Rules and Regulations. The Fine Arts Commission shall establish such by-laws, rules and regulations as are necessary to achieve its purpose as set out herein.

Sec. 2-110. Established. There is established a Library Commission for the general purpose of improving the library services of the Town of East Hartford and advising the Mayor and Council of methods to do so. Sec. 2-111. Members; Appointments; Terms of Office. (a) The Commission shall consist of nine (9) members, all of whom shall be electors of the town, appointed by the Mayor with the consent of the Town Council. Not more than six (6) members shall belong to the same political party. The Library Director shall serve in an exofficio capacity. Town of East Hartford Code of Ordinances Sec. 2-112. Meetings; Quorum. CHAPTER 2. The Administration (b) Initial appointments to the Commission shall be

made as follows: three (3) members shall be appointed for a term of one (1) year; three (3) members shall be appointed for a term of two (2) years; and three (3) members shall be appointed for a term of three (3) years. Thereafter, each subsequent appointment shall be for a term of three (3) years. Sec. 2-112. Meetings; Quorum. The Library Commission shall meet not less than four (4) times each year. A quorum at any meeting shall consist of five (5) voting members. Affirmative votes by the majority of voting members present at any meeting shall be necessary to validate any and all actions and recommendations taken by the Commission at such meeting. Sec. 2-113. Duties. The duties of the Library Commission shall be as follows: 1. To promote and encourage improvements in the library services of the Town; 2. To study conditions affecting the library services to the Town, and suggest improvements; 3. To encourage the use and expansion of the library services of the Town, and to promote the library services among the community; 4. To make such recommendations to the Mayor on methods of maintaining and improving the library services as it deems appropriate; 5. To seek through the Town's Grants Administrator grants from public and private sources to be used in achieving any of its purposes; 6. To collect, compile and disseminate information relative to maintaining and improving the Town's library services; and 7. To make a full written report of all activities undertaken by it to the Mayor once a year. The report shall be delivered on or before November 1 of each year and shall detail activities carried out by the Commission during the preceding twelve (12) month period. V

Robert J. Clark

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2017 SEP 14 A 9:12
(860) 291-7208

TOWN CLERK
EAST HARTFORD
FAX (860) 291-7389



DATE: September 14, 2017

TO: Town Council

FROM: Rich Kehoe
Town Council Chair

RE: **Tuesday, September 19, 2017 7:00 P.M. Town Council Chambers**

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

Tuesday, September 19, 2017

7:00 p.m.

Town Council Chamber

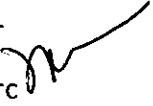
The purpose of the meeting is to hear public comment regarding the proposed revisions to the town of East Hartford Code of Ordinances as follows:

1. Section 2-113b – “Veterans Commission”; and
2. Section 14-1 – “Commission on Culture and Fine Arts”

cc: Mayor Leclerc
Richard Gentile, Assistant Corporation Counsel



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 12, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: SiFi Networks Development Agreement

Please see attached SiFi Networks Development Agreement which will allow SiFi networks the ability to initiate business and resident outreach to begin the process to install a 100% fiber town wide broadband network. The agreement satisfies SiFi Networks internal Investment Committee and protects the town's interests.

Please place this information on the agenda for the September 19, 2017 meeting. I recommend that the Town Council approve the resolution as submitted.

Thank you.


C: M. Walsh, Director of Finance



MEMORANDUM

DATE: September 8, 2017

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **SiFi Networks - Development Agreement and Authorizing Resolution**

By way of this memo, attached please find a copy of the Development Agreement between SiFi Networks and the Town of East Hartford. The agreement is the end product of a lengthy negotiation between the town and SiFi Networks and represents acceptable language to SiFi Networks in order to satisfy their internal Investment Committee and external bankers while protecting the town's interests in what is admittedly a new technology commodity to East Hartford.

Additionally, please find an Authorizing Resolution. Both items should be sent to the Town Council with a request that they approve the Authorizing Resolution at their September 19, 2017 meeting.

Recall that SiFi Networks was selected by the town in an RFP process to provide fiber to the premise (FTTP) for businesses and residents of the town at no cost to the town. At a June Town Council meeting, we provided two presentations (both attached) on the need to engage SiFi Networks to design, develop, and install a 100% fiber broadband network in order for East Hartford to claim a competitive advantage with respect to our broadband infrastructure. If successful, we would be the first town-wide fiber network in Connecticut and New England, and one of only a handful in the nation. An installed fiber network would come with endless growth and development opportunities for our community and businesses.

Since June, representatives of SiFi Networks have been working with Town and BOE personnel designing a system that will serve the town and at the same time allow SiFi Networks to recover its multi-million dollar infrastructure investment by creating a fiber network with speeds currently unavailable to our businesses and residents at costs that will be affordable to both.

With the approval of the resolution, the Mayor can move forward and execute the Development Agreement which will allow SiFi Networks the ability to start the process of business and resident outreach to understand if such a network is financially viable. Only after acknowledgement that the SiFi Network infrastructure investment will result in a sustainable network, will construction commence.

At a future Town Council meeting, we will return with a Master Encroachment Agreement which will allow SiFi Networks construction access to our right of ways and a Smart City Agreement that will commit the town's information technology platform to operate on the SiFi Network at significantly higher speeds with no increase in cost to the town.

If you have any questions or problems on anything contained herein, please feel free to contact me.

**RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE
DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF EAST
HARTFORD AND SIFI NETWORKS TO BEGIN THE PROCESS TO
INSTALL A 100% FIBER TOWNWIDE BROADBAND NETWORK**

WHEREAS, the Town of East Hartford recognizes that advanced communication networks rank among the most important infrastructure assets a community can build; and

WHEREAS, fiber is recognized as the ultimate platform for a communication network because it is scalable and adaptable to applications of today and in the future and is the most “future proof” technology currently available; and

WHEREAS, the completion of a 100% fiber broadband network will confer a competitive technology advantage to the Town of East Hartford, its businesses and residents; and

WHEREAS, the prospects for a public-private partnership with private capital looking for opportunities to invest in fiber broadband infrastructure deployment are presenting themselves to select municipalities; and

WHEREAS, fiber broadband represents a critical, necessary capacity element to introduce competitiveness for business demand that copper, coaxial cable, or wireless networks cannot deliver.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a Development Agreement and related documents with SiFi Networks or their affiliates for the purpose of designing, developing, and constructing a fiber to the premise (FTTP) network in East Hartford. The terms, conditions and other details of the agreement have been provided to the Town Council and have been mutually determined between the company and the Mayor, whose signatures will indicate approval of specific terms and conditions.

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 September 19, 2017.

Angela Attenello, Clerk of the Town Council

DEVELOPMENT AGREEMENT

This Development Agreement is made this ____ day of _____, 2017 (as it may be extended or amended, the “**Agreement**”), between the Town of East Hartford, Connecticut, a political subdivision of the State of Connecticut (the “**Town**”), and SiFi Networks East Hartford, LLC, a Delaware limited liability company (“**SiFi Networks**”) (each sometimes referred to as a “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Town desires to implement a fiber optic network using the FOCUS system in the Town and SiFi Networks desires to install a fiber optic network using the FOCUS system in the Town;

WHEREAS, SiFi Networks owns the rights to the FOCUS (as defined below) proprietary fiber optic cable system technology;

WHEREAS, the Town has agreed to grant to SiFi Networks access to and a license to use the Public Way (as defined below) for purposes of installing the FON (as defined below) in the Town;

WHEREAS, Sifi Networks has agreed to install the FON in the Town and install and operate a point of presence and/or a series of distributive cabinets and other equipment and materials in connection with the installation of the FON; and

NOW, THEREFORE, in consideration of the mutual obligations of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

1. **Definition of Terms.**

1.1 **Terms.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

“**Boundary**” means the legal boundaries of the Town as of the Effective Date, and any additions or subtractions to the Town legal boundaries, by annexation or other legal means.

“**Commencement Date**” means the date that Substantial Completion of the System has been achieved.

“**Connecticut General Statutes**” means the General Statutes of Connecticut, Revision of 1958, as amended.

“Construction” means breaking ground for the installation of the System.

“Construction Contractor” means the construction company (ies) performing the physical work.

“Core and Trunk” means the section of the fiber optic network constructed in the Public Way from the interconnect point with the backhaul circuit to a duct or ducts at the plot boundary of the premises at the edge of the public right of way.

“Drop” means the fiber optic cable run from the Core and Trunk to the ONT on the Premises Wall.

“Extraordinary Permit Delay” means a delay in the consideration and granting of a Town permit or approval required to install and construct the System beyond the normal timeframe required by Local Law to consider and approve such a permit or approval.

[**“Facility Space”** means the secure space that the Town agrees to make available to SiFi Networks during the Term at _____].

“FOCUS” means SiFi Networks’ trademarked FOCUS™ system including the patented Wastewater Fiber Technology, know-how and other proprietary rights, comprising, among other things a combination of blown fiber, aerial, waste water and other conventional techniques to enable multi gigabit technologies.

“FON” means SiFi Networks’ fiber optic network built using the FOCUS™ design utilizing a combination of blown fiber, aerial, waste water and/or other conventional techniques as well as electronics to enable multi gigabit technologies. All fiber specifications conform to ITU G.652 specifications.

“Force Majeure Event” means an Extraordinary Permit Delay, the Town’s physical interference with SiFi Networks ability to construct the System, a labor strike, unavailability of labor or materials to construct the System, riot, war, earthquake, flood, hurricane, drought, tornado, unusually severe weather conditions, or other act of nature, governmental, administrative or judicial order prohibiting the construction of the System, litigation, suits, proceedings or investigations at law or in equity before any court, public board or body with third parties (not between the Parties) prohibiting the construction of the System, or other event that is beyond SiFi Networks’ reasonable control. Any Party claiming the occurrence of a Force Majeure Event shall send written notice to the other Party describing the nature of such event, when it began and how long it is expected to last. A Party receiving such a notice may contest the assertion of the occurrence of a Force Majeure Event in the same manner as provided in Section 7.1 and 7.2 hereof, as applicable. Force Majeure Events shall not include SiFi Network’s inability to obtain approvals, permits or any other legal authorization necessary for the installation or construction of the System, subject to an Extraordinary Permit

Delay. Any breach, delay or other nonperformance under the Agreement excused by a Force Majeure Event shall only be excused as long as the Force Majeure Event is occurring or in effect and for thirty (30) days thereafter. Thirty (30) days after the Force Majeure Event is no longer occurring or in effect, the breach delay or other nonperformance under the Agreement, as extended by the Force Majeure Event, shall no longer be excused.

“**Home**” means a residential single family dwelling, or a residential single dwelling unit located within a Multiple Dwelling Unit, located within the Boundary.

“**Local Law**” means any applicable requirements pursuant to the Connecticut General Statutes, the Charter of the Town, and Town Regulations.

“**Managed Services Agreement**” means the Smart City Managed Services Agreement, dated [____], 2017, between the Town and SiFi Networks.

“**Multiple Dwelling Unit**” means an apartment building or other building containing more than four dwelling units located within the Boundary.

“**ONT**” means an Optical Network Terminal.

“**Pass**” or “**Passes**” means constructing the System to the curbside of a residential Premises, or the engineered point at or near a commercial Premises from which a Drop can be connected.

“**Person**” means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Town or SiFi Networks.

“**PoP**” means a point of presence containing equipment such as the Optical Light Terminal, necessary for the operation of the System and from which the fiber optic cables for the System may emanate.

“**Premises**” means a Home, Multiple Dwelling Unit, office or other building located within the Boundary.

“**Premises Wall**” means the exterior of an outside wall of a Premises to which the fiber optic cable can be terminated.

“**Primary Premises**” means the Premises expressly set forth on **Exhibit A** attached hereto.

“**Public Way**” shall mean the surface of, and the space above and below, any now existing or future: public street, road, highway, parkway, driveway, freeway, lane, path, court, sidewalk, bridge, alley, boulevard, lamp post, and the Sewer System, public way, or other public right of way or easement including,

public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by, granted or dedicated to or under the jurisdiction of the Town within the Boundary. For the avoidance of doubt, the term “Public Way” shall also mean any easement now or hereafter held by the Town within the Boundary for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include all other easements or rights of way held by the Town within the Boundary.

“**Service**” means internet, voice, data, and video service or any combination thereof, provided by the Town or another service provider over the System.

“**Sewer System**” means the Town owned storm water assets presently in place and as may be added within the Boundary.

“**Subscriber**” means any Person (which for purposes of this definition shall include the Town) that has entered into an agreement to receive or otherwise lawfully receives Service.

“**Substantial Completion**” means the point at which, the Core and Trunk of the System has been installed such that it Passes the addresses of each of the Primary Premises and the System is capable of providing Service to each such Primary Premises (but for the lack of a Drop) or four (4) years post Construction being commenced, whichever event occurs first; provided, however in the event SiFi Networks cannot install the Core and Trunk of the System or other necessary equipment or otherwise make the System available to a particular Primary Premises because of a lack of a right to access and use the Public Way due to the Town not possessing the right, title, interest or authority to permit SiFi Networks to use and occupy the Public Way or other lack of access or right to access and use property, or if there would be an incremental material cost to access property or install the System such that the cost to do so would be at least twenty percent (20%) or more higher than the average cost to provide service to other Primary Premises within the Boundary, SiFi Networks shall not be required to make the System available to such Primary Premises, Substantial Completion shall be deemed to be achieved notwithstanding the failure to Pass and make the Service available to such Primary Premises. SiFi Networks shall provide the Town with justification for any Primary Premises to which the System will not be available.

“**System**” means all parts of the FON system in the Town that is designed to support the delivery of Service to Subscribers, including the fiber optic cable and its component parts and appurtenances, and the other cables, wires, components, facilities, cabinets, ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, attachments, and other property, equipment, components, materials, apparatus and appurtenances to the FON system.

“**Wastewater Fiber Technology**” means SiFi Networks’ patented technology, know-how and other proprietary rights, comprising, among other

things, the use of a loose laid cable placed in the Town Sewer System, the cable being specifically constructed with a high density polyethylene (HDPE) sheath and steel wire armor.

2. **Grant of Authority.**

2.1 **Grant of Rights.**

SiFi Networks Rights to Public Way. As more specifically described in the Public Way License (as defined below), the Town hereby grants and conveys to SiFi Networks the full right, power and authority to erect, install, construct, repair, replace, reconstruct, maintain, operate or retain in, on, over, under, upon, across, street furniture, street lights or along any Public Way, the System, including wires, cables, facilities, cabinets, components, materials, apparatus ducts, conduits, connectors, vaults, manholes, manhole covers, pedestals, appliances, splitters, pots, attachments, and other related property or equipment as may be necessary or appurtenant to the System, within the Boundary, and all extensions and additions thereto. SiFi Networks shall have the right to determine the final engineering design and location of all equipment and other parts of the System, subject to Town zoning, site plan and other requisite permits and approvals; provided that such design and location of all equipment and other parts of the System do not unreasonably interfere with the existing uses of the Public Way. Both Parties agree to cooperate during the design and permitting process and SiFi Networks must first disclose all engineering designs to the Town for permit approval. All permits shall be considered for approval as described in Section 3.2 – Permits and General Obligations. SiFi Networks' right to install the System within the Sewer System is an exclusive right. The Town shall not grant any license, easement, right of way, access or similar right, to any Person to use and the Town itself shall not use the same section of the Sewer System used or to be used by SiFi Networks, for any purpose related to the delivery of internet, voice, data or video service or any combination thereof or any other purpose competitive with the Service during the Term, without the prior written consent of SiFi Networks, such consent not to be unreasonably withheld or delayed. SiFi Networks shall be solely responsible for the cost to design, construct and install the System, including obtaining all federal, state and local permits (other than Town permits, the cost of which shall be waived by the Town). SiFi Networks shall be solely responsible for and bear the sole financial responsibility for determining all legal and physical impediments to the construction and installation of the System in the Public Way. The Town shall not be responsible for expending any of its own funds for the Construction of the System. The Town shall be responsible for providing, at no cost to SiFi Networks, one (1) regular duty police officer from 7:00 a.m. to 4:00 p.m., Monday through Friday (excluding holidays), during the construction of

the System in the Public Way to oversee construction. The cost of any additional police officers required shall be a cost borne by SiFi Networks.

2.1.1 **License and Agreement.** Concurrent with the execution and delivery of this Agreement, the Parties shall execute and deliver the license agreement attached as **Exhibit B** hereto which sets forth the rights granted to SiFi Networks with respect to the Public Way (the “**Public Way License**”). Once entered into, the Public Way License is incorporated into this Agreement and made a part hereof. **Abandonment of the System upon Termination of Agreement.** Upon the expiration or termination of this Agreement, SiFi Networks shall have the right, but not the obligation, to remove from or abandon in place all or any part of the System in the Public Way; provided, however, that if SiFi Networks provides the Town with a notice of abandonment, the Town shall have the right to remove, take title and possession of, license, sell or otherwise transfer rights in such abandoned property in its sole discretion and SiFi Network’s obligation to pay any real and personal property taxes pursuant to Section 2.5 hereof shall terminate. SiFi Networks shall execute any instruments and agreements regarding such transfer of title and possession of the System requested by the Town.

2.2 **Term of Agreement.** This Agreement shall become effective upon the execution and delivery of this Agreement by the Parties (the “**Effective Date**”). The term of this Agreement shall commence on Commencement Date and expire at midnight on the date that is thirty (30) years after the Commencement Date (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically renew for one additional term of thirty (30) years, commencing on the thirtieth (30th) anniversary of the Commencement Date (“**Renewal Term,**” and, collectively with the Initial Term, the “**Term**”) unless SiFi Networks provides written notice to the Town of its intent not to renew at least one hundred eighty (180) days prior to end of the Initial Term. The Initial Term and the Renewal Term are subject to early termination as describe herein.

2.3 **Exclusivity.** Until after the first anniversary of the Effective Date, the Town shall not solicit, accept offers from, enter into an agreement with, nor engage in discussions with, any third party regarding any competing fiber optic cable system within the Town’s Boundary without the prior written consent of SiFi Networks, such consent shall not be unreasonably withheld or delayed.

2.4 **Fees, Expenses and other Charges.** Except as expressly set forth herein, each Party shall bear and be responsible for all of its own costs, fees and expenses incurred in executing and performing this Agreement. For the avoidance of doubt, SiFi Networks shall not be responsible for any fee or required to pay any percentage of revenues, profits, annual fee or other payments to the Town in connection with its performance of this Agreement or the Public Way License. The Town agrees that neither this Agreement nor the Public Way License shall require SiFi Networks to comply with or otherwise be subject to any obligations or liabilities as a grantee of a franchise under the Town’s municipal code,

ordinances or similar laws. The Town agrees that Town bonding requirements will be satisfied by bonds supplied by the Construction Contractor (as principal) upon commencement of Construction. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 2.4 will survive expiration or termination of this Agreement.

2.5 **Property Taxes.** On or before the start of Construction, the Town shall enter into a tax fixing or other agreement with SiFi Networks (“Tax Fixing Agreement”) that provides SiFi Networks with a 100% exemption for the System from any and all applicable real property and personal property taxes otherwise imposed by the Town during the Term of the Agreement. In the event there is no legal authority to provide such an exemption for such taxes, the Town will include a payment equal to the real and personal property taxes paid by SiFi Networks in the Managed Services Agreement for services provided by SiFi Networks to the Town. At the end of the Term of the Agreement (including any early termination), the exemption provided by the Tax Fixing Agreement shall expire and SiFi Networks, or the current owner of the System, shall be subject to any and all applicable real and personal property taxes imposed by the Town. Such real and personal property taxes shall terminate in the event SiFi Networks abandons the System.

3. **The System.**

3.1 **System Description.** Subject to receipt of all necessary Town approvals, including, but not limited to, Section 8-24 of the Connecticut General Statutes, the Town acknowledges and agrees that SiFi Networks has the right to install the System within the Boundary using the Public Way in order to make the delivery of Service over the System available to all Premises within the Boundary. The Parties acknowledge and agree that the design or configuration of the actual location of the System within the Public Way is subject to change and relocation and that upon a change in the location of any portion of the System, the Parties will work together to relocate the fiber optic cable and other equipment and components of the System in, on, over, under, upon, across, or along the Public Way and from the Public Way to the Premises Wall, provided such location does not have a materially adverse effect upon the property or equipment of the Town or any third party. All Construction plans and amendments thereto shall be considered for approval by the Town promptly pursuant to its standard review and permitting process and the Town shall use all reasonable efforts to complete such review and to issue such approval as expeditiously as possible, at no cost to SiFi Networks. SiFi Networks shall be liable for any loss or damages to the Public Way or any other Town property or equipment caused by its acts or omissions, or the acts or omissions of its agents or service providers, in connection with the construction or installation of the System. Upon the occurrence of such loss or damages, SiFi Networks shall arrange for the prompt repair or replacement of such loss or damages to such Public Way or property and bear the cost therefor.

3.1.1 **Relocation of System.** The Town shall have the right during the Term to maintain, repair, reconstruct and relocate the Public Way and the Sewer System, including, but not limited to, repair of pot holes, milling and repaving of roadways, repair and replacement of sewer pipes, and relocation of roadways and sewer pipes. The Town shall provide SiFi Networks with not less than sixty (60)

days' notice of such repair, reconstruction or relocation and provide adequate time to allow SiFi Networks to temporarily or permanently relocate such portion of the System, except for emergency repairs that cannot be delayed for sixty (60) days. In the event of an emergency repair, the Town will notify SiFi Networks at the earliest possible opportunity. SiFi Networks shall be responsible for the cost of any temporary or permanent relocation of any portion of the System located in or around the Public Way or Sewer System to be repaired, reconstructed or relocated, or which in the reasonable opinion of the Town, could be damaged during such repair, reconstruction or relocation. In the event SiFi Networks fails to temporarily or permanently relocate such portion of the System to allow for the Town's repair, reconstruction or relocation of the Public Way or the Sewer System, the Town may, but is under no obligation to, temporarily or permanently relocate such portion of the System at SiFi Network's sole cost and if not paid within thirty (30) days, the Town may offset the cost therefor against any payments owed to SiFi Networks.

3.2 **Permits and General Obligations.** SiFi Networks shall provide plans to the Town for Town consideration for the issuance of permits to construct the System. The Town agrees to promptly review and approve plans that meet the requisite requirements of law and issue the permits to provide for the construction of the System, at no cost to SiFi Networks. The Town shall use all reasonable efforts to complete such review and to issue such permits as expeditiously as possible. As part of this process, the Town shall provide plan check and inspections at the sole expense of the Town. Construction and installation of the System shall be performed in a safe manner using materials of good and durable quality. All transmission and distribution structures and equipment installed by SiFi Networks for use in the System in accordance with the terms and conditions of this Agreement shall be located so as to minimize interference with the proper use of the Public Way and the rights of property owners who own property that adjoin any such Public Way. As applicable, the System may be placed in the Sewer System or related facilities in such a way as to not materially obstruct the flow of water or debris in the pipes, or to materially interfere with maintenance and operation of the Sewer System, as provided in the Maintenance Specifications referenced in Section 6.1. SiFi Networks will adhere to all Town building code requirements, as amended. In the event of an inconsistency or conflict between the rights granted to SiFi Networks pursuant to this Agreement and a Town building code provision, the Town building code provision will be interpreted in a manner that supports the objectives and intent of this Agreement. In the event Town building code provisions are amended or adopted after the date hereof, the terms of the Town building code shall control.

4. **Construction and Facilities.**

4.1 **Construction of the System.** SiFi Networks shall be solely responsible for the cost of construction and installation of all aspects of the System. Construction and installation of the System shall be performed in a safe manner in accordance with the approved plans and specifications approved by the Town. SiFi Networks will use commercially reasonable efforts to commence Construction on or before a date that is twenty-four (24) months after the Effective Date of this Agreement (the "**Construction Commencement Deadline**"); provided, however, in the event that a Force Majeure Event

has occurred, the Construction Commencement Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will use commercially reasonable efforts to achieve Substantial Completion of the System on or before a date that is forty eight (48) months after the commencement of Construction (the “**Construction Completion Deadline**”); provided, however, in the event that a Force Majeure Event has occurred, the Construction Completion Deadline shall be extended to account for such Force Majeure Event. SiFi Networks will notify all property owners that will be materially affected by Construction in a reasonably timely manner.

4.1.1 SiFi shall be solely responsible for returning the Public Way to the similar or equal condition prior to the construction and installation of the System within the Public Way, including, but not limited to, resurfacing roadways and curbing, regrading and reseeding grass areas, and restoring sidewalks and other surfaces to their original condition. SiFi Networks shall be solely responsible for any damage to the Public Way or any other property of the Town and restoring it to a similar or equal condition.

4.1.2 The Town acknowledges and agrees that SiFi Networks intends to use varying construction techniques for the System Construction and deployment, which may include, any of the following:

- (i) Traditional open trench and/or directional boring;
- (ii) Slot cut micro-trenching;
- (iii) Fiber optic cable placed in the Sewer System using the SiFi Networks Wastewater Fiber Technology;
- (iv) Aerial cables; and/or
- (v) Techniques ancillary to or related to the foregoing.

The Town agrees to work cooperatively with SiFi Networks in its exercise of the above referenced construction techniques and any other reasonable construction techniques agreed upon by the Town.

4.2 **Location of Equipment/Facilities.**

4.2.1 **Facility Space.** During the Term, the Town shall provide SiFi Networks with access to and use of the Facility Space to SiFi Networks for the installation and operation of SiFi Networks’ PoP equipment, distributed cabinets and other System equipment, components, parts, and other appurtenances for the System and related facilities, and from which the fiber optic cables will be deployed.

4.2.2 **PoP/Cabinet Location.** SiFi Networks agrees to provide engineering designs including intended locations of PoP and/or distributive cabinets required for the System to the Town prior to Construction in accordance

with Town's permitting process. The Town and SiFi Networks agree to cooperate in the selection of suitable sites for the PoP and distributive cabinets.

4.3 **Subscriber Connections.**

4.3.1 **Fiber to the Premises Wall.** SiFi Networks will provide a terminated fiber to each Subscriber's Premises receiving a Drop in a manner to be determined by SiFi Networks. The location and the method of the Drop will vary depending on the circumstances of the location of the Subscriber's Premises.

4.3.2 **System Connection to the Premises Wall.** The following will apply to the connection to each Premises receiving a Drop:

(i) The Town will assist SiFi Networks or its designee in securing private property easement access rights necessary, advisable or appropriate to connect the System from the Subscriber property boundary to the Premises Wall, provided however, that SiFi Networks shall bear the sole cost of obtaining such easements. In the event SiFi Networks cannot install fiber optic cable or other necessary equipment on private property because of a lack of a right to access the property, SiFi Networks shall not be required to make the System available to such Premises.

(ii) SiFi Networks shall have no duty to provide any additional connection after the terminated fiber has been taken to the ONT on the Premises Wall.

5. **Oversight and Regulation by Town.**

5.1 **Oversight of Construction.** In accordance with applicable law, the Town shall have the right to oversee and inspect the Construction of the System in the Public Way. SiFi Networks and its appointed contractors shall meet on a monthly basis with Town and State officials, as applicable, to plan the Construction of the System in the Public Way and to arrange for proper oversight and safety precautions in accordance with Town code and regulations for construction projects in the roadway.

5.2 **Compliance with Applicable Laws.** SiFi Networks shall, at all times during the Term, be subject to and comply in all material respects with all applicable federal, state laws and local laws regarding the Construction of the System in the Public Way.

5.3 **Treatment of Confidential Information.** Subject to local, state and federal law, the Town agrees that, without the prior written consent of SiFi Networks, all information regarding the System, including plans, drawings, designs, conceptual renderings, cost information, specifications, photographs, reports, manuals, and other documents ("**SiFi Confidential Information**"), shall be kept confidential and shall not be disclosed to any Persons other than the Town's authorized employees, representatives, staff and consultants (collectively, "**Representatives**") with a need to know such information and such SiFi Confidential Information shall not be used to the detriment of SiFi Networks.

The Town shall cause its Representatives to observe the confidentiality obligations described herein and shall be responsible for any breach of these obligations by any of its Representatives. In the event the Town is required by applicable law to disclose any of the SiFi Confidential Information, the Town agrees to (i) assert applicable exemptions to any such requirement and (ii) provide SiFi Networks with prompt notice of such requirement and the opportunity to challenge the requirement to disclose such SiFi Confidential Information and, in the event such challenge is unsuccessful, the Town shall furnish only that portion of the SiFi Confidential Information which it is advised by opinion of counsel that is legally required and the Town shall exercise reasonable commercial efforts to obtain reliable assurance that confidential treatment will be accorded such SiFi Confidential Information. Promptly upon the written request of SiFi Networks or the termination of this Agreement, and subject to applicable law, the Town will return to SiFi Networks or destroy (any such destruction shall be certified in writing by an officer of the Town) all copies of the SiFi Confidential Information and all other documents prepared by the Town that contain or reflect the SiFi Confidential Information. SiFi Confidential Information shall not include information that (a) was publicly known or otherwise known to the Town prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission of the Town or any person acting on its behalf, (c) otherwise becomes known to the Town other than through disclosure by SiFi Networks, (d) is available to the Town on a non-confidential basis from a source other than SiFi Networks, provided that such source is not and was not, in each case, as far as the Town is aware, bound by a confidentiality agreement or other legal duty of confidentiality to SiFi Networks, (e) constitutes financial statements, that are otherwise publicly available or (f) is legally required to be disclosed by applicable law as described above. Notwithstanding anything to the contrary contained in this Agreement, the Town's obligations set forth in this Section 5.3 will survive for one (1) year after expiration or termination of this Agreement.

5.4 **Insurance.**

5.4.1 **SiFi Networks Liability Insurance.** From the Commencement Date until Substantial Completion of the System, SiFi Networks or the Construction Contractor shall, at its own cost and expense, procure and maintain Comprehensive, Commercial General Liability, Business Auto Liability and Workers Compensation Insurance with the respective limits set forth below, or greater if required by law, covering the Construction of the System.

5.4.2 **Type and Limits.** General Liability shall cover actions of SiFi Networks and its directors, officers, employees and volunteers and shall not exclude coverage for property damage from explosion, collapse and underground operations. Coverage for explosion, collapse and underground operations shall include blasting, if necessary, or explosion, collapse of structures or structural injury due to grading of land, excavation, filling, backfilling, tunneling, pile driving, caisson work, moving, shoring, underpinning, raising of, or demolition of, any structure, or removal or rebuilding of any structural support of a building or structure. Such insurance shall further include coverage for damage to wires, conduits, pipes, mains, sewers or other similar apparatus encountered below the surface of the ground when such damage is caused by any occurrence arising out

of the performance of the work. Business automobile liability coverage shall include all owned, non-owned, hired, or leased autos. Workers' compensation insurance shall be maintained in accordance with all applicable Connecticut General Statutes.

Limits are as follows:

General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Business Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation Insurance	Per Connecticut General Statutes (currently \$500,000 per accident; \$500,000 per employee; \$500,000 per disease)

Such policy or policies shall be commercial general liability insurance on a Standard CG0001 Commercial General Liability form and on an occurrence basis insuring against claims for personal injury (including bodily injury and death), and property damage (including loss of use). Coverage shall include blanket contractual liability and broad form property damage, premises, operations, explosion, collapse, underground hazard (commonly referred to as "X", "C" and "U" coverages), and products completed operations coverage, and shall have the following minimum limits of liability:

5.4.3 **Additional Insured Coverage.** The above liability insurance shall name the Town and its officials, employees, volunteers and boards as additional insured's ("**Town Additional Insureds**"). All of the additional insured coverages required by this Agreement shall be primary and noncontributory to any insurance or self-insurance carried by Town Additional Insureds. All required insurance policies shall include provisions waiving all rights of subrogation against Town Additional Insureds.

5.4.4 **Qualified Insurers.** All insurance required under this Section 5.4 will be provided through companies authorized to do business in East Hartford, Connecticut and with an A.M. Best's rating of at least AVII.

5.4.5 **Certificates of Insurance.** SiFi Networks shall provide the Town with certificates of insurance and policy endorsements evidencing at least the minimum coverages required by this Agreement, which shall be maintained on file in the Town's Engineering Department. Coverages shall not be reduced, canceled, non-renewed or materially changed without thirty (30) days advance written notice to the Town.

5.4.6 **No Waiver.** Receipt or review by the Town of any copies of insurance policies, endorsements or certificates that fail to comply with the requirements of this Agreement, or the Town's failure to request or obtain evidence of insurance or to object to the insurance provided, shall not be deemed a waiver of any requirements contained in this Agreement and shall not relieve SiFi Networks of its duty to comply with the requirements contained in this Agreement.

6. **Parties' Obligations.**

6.1 **Sewer System Maintenance.** The Town, at its sole cost, shall operate, maintain and repair the Sewer System so as to not damage or adversely affect the System or cause excessive wear and tear on the System and shall otherwise keep the Sewer System in good working order. The Town, at its sole cost, also shall maintain and repair the Sewer System to the extent that such standards apply, in accordance, with ASTM F2462: Standard Practice for Operation and Maintenance of Sewers with Optical Fiber Systems, and in compliance with Document 000-WF-GD-006, Wastewater Fiber Technology Post Installation Wastewater Maintenance Guide Document ("**Maintenance Specifications**"), and Document 000- WF-MS-030, Emergency Cable Cutting and Removal from the Sewer ("**Removal and Relocation Specifications**"), collectively incorporated as though fully set forth in this Agreement. The Maintenance Specifications and the Removal and Relocation Specifications may be amended by agreement of the Parties from time to time for the purpose of conforming such specifications to industry custom and practice established in the United States. SiFi Networks shall have no duty to maintain or repair the Sewer System or to keep the Sewer System in good working order. The Town shall have no duty to maintain or repair any portion or component of the System located within the Sewer System or to keep any portion or component of the System located within the Sewer System in good working order. The Town shall not make any modifications to, or alter, the Sewer System containing any part of the System with less than thirty (30) days prior written notification to SiFi Networks, except for emergency repairs that cannot be delayed for thirty (30) days. In the event of an emergency repair, the Town will notify SiFi Networks at the earliest possible opportunity. In the event SiFi Networks reasonably believes that the Town has failed, or is failing, to maintain, repair, and keep the Sewer System in good working order, in accordance with this Section 6.1, SiFi Networks shall notify the Town of any such failure(s). In the event the Town fails to cure such failure(s) within thirty (30) days of the notice, or shorter time period if such failure(s) pose a risk of imminent damage to the System or Service, SiFi Networks, at its option, has the right, but not the duty, to perform repairs to, and maintain, the Sewer System. The Town shall promptly reimburse SiFi Networks for all costs incurred by SiFi Networks in performing repairs and maintenance to the Sewer System pursuant to this Section 6.1 upon presentment of proof of the risk of imminent damage posed to the System or Service and its costs incurred, such as invoices and statements from contractors and vendors.

6.2 **Obligations of the Town.** In addition to all other duties and obligations contained elsewhere in this Agreement, Town has the following duties and obligations:

- (i) Provide a single point of contact ("**SPOC**") for SiFi Networks, which SPOC will assist SiFi Networks in addressing all issues related to the

System, providing coordination with and act as a liaison to Town departments, and serving as a communications and troubleshooting resource for SiFi Networks.

(ii) Offer the full cooperation of all Town departments with respect to relevant issues with respect to the System. Such cooperation will be supervised by the SPOC.

(iii) Except in the case of a Force Majeure Event, provide SiFi Networks and its representatives with full access (i.e., 24 hours per day, 7 days per week, 365 days per year) to all Town property where the System is installed and full access to all Town assets and infrastructure for the installation and inspection of the System and for any other reasonable business purpose with respect to the System, at no charge by the Town for such access.

(iv) Participate in regular status meetings for the coordination of all matters related to the System.

(v) Provide prompt, diligent, good faith review of all applications for permits submitted by SiFi Networks or its representatives or contractors, including permits or other necessary items for construction work on the System within the Public Way. For the avoidance of doubt, the Town shall use all reasonable efforts to complete the review of applications and to issue permits as expeditiously as possible.

(vi) In the event emergency repairs to the System, the Public Way or the Sewer System are necessary, coordinate the repairs with SiFi Networks, any utilities or other users of the Public Way, in order to facilitate prompt repairs, such coordination to be supervised by the SPOC and the SPOC shall keep SiFi Networks continually apprised of the status of such repairs.

6.3 **Obligations of SiFi Networks.** In addition to all other duties and obligations contained elsewhere in this Agreement, SiFi Networks has the following duties and obligations:

(i) Work closely with the SPOC of the Town and relevant Town departments with respect to the Construction of the System.

(ii) Comply with all requirements of Town for permit and Public Way use applications, to the extent they may be required.

(iii) Commence Construction by the Construction Commencement Deadline.

(iv) Proceed with due diligence with the Construction of the System.

(v) Achieve Substantial Completion of the System by the Construction Completion Deadline.

- (vi) Maintain or provide for the maintenance of the System.

7. **Breach; Rights and Remedies; Termination; Indemnification.**

7.1 **SiFi Networks Breach or Default.** In the event the Town believes that SiFi Networks has not complied with or is otherwise in default with regard to any term of this Agreement, the Town shall promptly notify SiFi Networks in writing with specific details regarding the exact nature of the alleged noncompliance or default (a “**Town Breach Notice**”). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of the Town hereunder unless and only to the extent that SiFi Networks is materially prejudiced by such failure.

7.1.1 **SiFi Networks’ Right to Cure or Respond.** Except as otherwise provided by law or regulation, SiFi Networks shall have thirty (30) days from its receipt of a Town Breach Notice (the “**Initial SiFi Cure Period**”) to:

(i) respond to the Town, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of SiFi Networks’ response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Initial SiFi Cure Period, so long as SiFi Networks initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies the Town of the steps being taken and the projected date that they will be completed, the Initial SiFi Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from SiFi Networks’ receipt of a Town Breach Notice (the “**Extended SiFi Cure Period**” and together with the Initial SiFi Cure Period, the “**SiFi Cure Period**”).

7.1.2 **Town Rights and Remedies.**

(i) Except as provided in Sections 6.4.2 (ii), (iii) and (iv) below which shall control in connection with the events described therein, if SiFi Networks fails to cure any actual noncompliance or default as provided in Section 6.4 above within the SiFi Cure Period, the Town may:

- (a) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;
- (b) seek money damages from SiFi Networks; or
- (c) terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(ii) In the event SiFi Networks fails to commence Construction on or before the Construction Commencement Deadline in accordance with Section 4.1 above and subsequently fails to commence Construction within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to commence Construction (the "**Additional SiFi Cure Period**"). If SiFi Networks fails to commence Construction by the last day of the Additional SiFi Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Cure Period to commence Construction (the "**Additional Lender Cure Period**"). If SiFi Networks' lender(s) fails to commence Construction by the last day of the Additional Lender Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s) and neither Party shall have any liability or obligation under this Agreement.

(iii) In the event SiFi Networks fails to achieve Substantial Completion of the System by the Construction Completion Deadline in accordance with Section 4.1 above and subsequently fails to achieve Substantial Completion within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement for such failure. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to achieve Substantial Completion (the "**Additional SiFi Completion Cure Period**"). If SiFi Networks fails to achieve Substantial Completion by the last day of the Additional SiFi Completion Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Completion Cure Period to achieve Substantial Completion (the "**Additional Lender Completion Cure Period**"). If SiFi Networks' lender(s) fails to achieve Substantial Completion by the last day of the Additional Lender Completion Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the Town shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within one hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the Town plus ten percent

(10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the Town shall however have authority over all extensions of the FON in the Public Way.

(iv) At any time after Substantial Completion is achieved, in the event no internet, voice, data, or video service of any kind is capable of being provided over the System for a period in excess of one hundred twenty (120) consecutive days and SiFi Networks fails to restore such capability within the SiFi Cure Period, the Town may provide written notice to SiFi Networks and its lender(s) of the Town's intent to terminate this Agreement. SiFi Networks shall have an additional thirty (30) day period after the SiFi Cure Period to restore the capability of the System to provide Service (the "**Additional SiFi Service Cure Period**"). If SiFi Networks fails to restore the capability of the System to provide Service by the last day of the Additional SiFi Service Cure Period, SiFi Networks' lender(s) shall have an additional thirty (30) days from the end of the Additional SiFi Service Cure Period to restore the capability of the System to provide Service (the "**Additional Lender Service Cure Period**"). If SiFi Networks' lender(s) fails to restore the capability of the System to provide Service by the last day of the Additional Lender Service Cure Period, the Town may terminate this Agreement by written notice to SiFi Networks and its lender(s). In the event of such termination pursuant to this subsection, the Town shall within sixty (60) days of the effective date of such termination elect to either (i) purchase the System by paying to SiFi Networks by wire transfer of immediately available funds within one hundred and twenty (120) days of the effective date of the termination a sum equal to SiFi Networks' costs of designing, financing and constructing the System for use in the Town plus ten percent (10%) of such costs and upon such payment neither Party shall have any liability or obligation under this Agreement; or (ii) permit SiFi Networks continue all network operations necessary to maximize use of the existing FON in accordance with this Agreement, the Town shall however have authority over all extensions of the FON in the Public Way.

(v) Notwithstanding anything to the contrary in this Agreement, in no event shall the Town be permitted to terminate this Agreement if the Town is in material breach of or default under this Agreement.

7.2 **Town Breach or Default.** In the event SiFi Networks believes that the Town has not complied with or is otherwise in default with regard to any term of this Agreement, SiFi Networks shall promptly notify the Town in writing with specific details regarding the exact nature of the alleged noncompliance or default (a "**SiFi Breach Notice**"). The failure to promptly provide such notice, however, shall not act as a waiver of any rights and remedies of SiFi Networks hereunder unless and only to the extent that the Town is materially prejudiced by such failure.

7.2.1 **Town's Right to Cure or Respond.** The Town shall have thirty (30) days from its receipt of a SiFi Breach Notice (the "**Town Cure Period**") to:

(i) respond to SiFi Networks, contesting the assertion of noncompliance or default and in such event the Parties shall use commercially reasonable efforts to promptly resolve such contest and to the extent the Parties are unable to resolve such contest within thirty (30) days of the Town's response, each Party shall be entitled to seek any and all rights and remedies available to it at law or in equity regarding the alleged noncompliance or default; or

(ii) cure an actual default or noncompliance; provided, however, in the event that the default is curable but due to the nature of the default or noncompliance, such default or noncompliance cannot be cured within the Town Cure Period, so long as the Town initiates reasonable steps to remedy and continuously and diligently uses all reasonable efforts to cure such default or noncompliance promptly and notifies SiFi Networks of the steps being taken and the projected date that they will be completed, the Town Cure Period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from the Town's receipt of a SiFi Breach Notice (the "**Extended Town Cure Period**"); provided further, however, no Extended Town Cure Period shall apply to a Permit Issuance Breach.

7.2.2 **SiFi Networks Rights and Remedies.** If the Town fails to cure any actual noncompliance or default as provided in Section 6.5.1 above within the applicable Town Cure Period, SiFi Networks may:

(i) seek specific performance of any provision of this Agreement which lends itself to such remedy as an alternative to money damages;

(ii) seek money damages from the Town; or

(iii) in the event of the breach of, noncompliance with or default under any material term of this Agreement, terminate this Agreement and seek any and all rights and remedies available to it at law or in equity.

(iv) Notwithstanding anything to the contrary in this Agreement, in no event shall SiFi Networks be permitted to terminate this Agreement if SiFi Networks is in material breach of or default under this Agreement.

7.3 **Additional Rights to Terminate.**

7.3.1 At any time prior to commencing Construction or in the event the Town fails to approve the permits required to construct the System or SiFi Networks is otherwise legally prohibited from constructing the System, SiFi

Networks shall have the immediate right, at its option, upon notice to the Town, to terminate this Agreement.

7.3.2 A Party shall have the right, at its option, upon notice to the other Party, to terminate this Agreement if the other Party becomes (i) insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (ii) subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within thirty (30) days, and neither party shall have any liability or obligation under this Agreement.

7.4 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOST PROFITS OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, COUNCIL MEMBERS, OFFICIALS, MANAGERS, MEMBERS, EQUITY AND DEBT HOLDERS, PARTNERS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS, FROM CLAIMS FOR ANY SUCH DAMAGES. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 6.8 will survive expiration or termination of this Agreement.

8. **Disputes.**

8.1 **Disputes; Waiver of Jury Trial.**

8.1.1 All claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be decided in a court of law. Venue of all claims, disputes or controversies arising out of, or in connection with, the breach, interpretation, application, or enforcement of this Agreement, or arising out of, or in connection with, the System, shall be in the federal District Court for the District of Connecticut, or if there is no federal court jurisdiction, the state courts of the State of Connecticut, Hartford Judicial Court.

8.1.2 EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Miscellaneous Provisions**

9.1 **Assignment.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and assigns as provided herein. The Town shall not be permitted to assign, sell or transfer this

Agreement, or its rights and duties under this Agreement, without the prior written consent of SiFi Networks. SiFi Networks shall not assign, novate, sell, encumber, or transfer this Agreement or the System or any part thereof and or its rights and duties under this Agreement, without the consent of the Town which shall not be unreasonably withheld, conditioned or delayed. Upon any such assignment, sale, transfer, or novation, SiFi Networks shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. SiFi Networks shall give the Town thirty (30) days' advance written notice of the proposed assignment, sale, transfer or novation disclosing the identity of the Person to whom it seeks to assign, transfer, sell or novate the Agreement or System to, including information that the assignee or transferee has the financial and technical ability necessary to perform SiFi Network's obligations under this Agreement or other information that the Town may reasonably request. The Town agrees to respond to SiFi Network's request for assignment, sale, transfer or novation within forty-five (45) days after it has received the request for assignment and the information it has requested regarding the assignee or transferee. The Town agrees from time to time to promptly deliver (and in no event later than twenty (20) days after request by SiFi Networks) to SiFi Networks an estoppel certificate addressed to the assignee, buyer or transferee designated by SiFi Networks, affirming for the benefit of such buyer, assignee or transferee the following (to the extent that the following are then true): the Agreement is in full force and effect; SiFi Networks is not in default thereunder; and such other matters as such assignee, buyer or transferee may reasonably request. Sifi Networks shall pay all of the Town's costs, including attorney's fees and expenses, in connection with such assignment or transfer.

9.2 **Force Majeure.** Neither Party shall be held in default under, or in breach or noncompliance with, the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of this Agreement), where such noncompliance or alleged defaults occurred or were caused by a Force Majeure Event.

9.3 **Notice.** All notices and communications hereunder shall be in writing and shall be served upon the other party by hand delivery, nationally recognized overnight delivery service, United States certified mail, return receipt requested, electronic mail, or by facsimile with confirmed transmission and addressed as follows:

If to the Town:

Town of East Hartford
740 Main Street
East Hartford, CT 06108
Attn: Director of Public Works
Email: tbockus@easthartfordct.gov

With a copy (which shall not constitute notice) to:

David M. Panico, Esq.

Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103
Email: dpanico@rc.com

If to SiFi Networks:

SiFi Networks East Hartford, LLC

[]

[]

Attn: []

Email: []

With a copy (which shall not constitute notice) to:

Hinckley Allen
28 State Street
Boston, MA 02109
Attn: Rhian M J Cull
Email: rcull@haslaw.com

or to such other address as such Party may hereafter specify for the purpose by notice to the other Party in the manner provided in this Section 8.3. All such notices, requests and other communications will be deemed received on the date of receipt if received prior to 5:00 p.m. on any business day in the place of receipt. Otherwise, any such notice, request or communication will be deemed not to have been received until the next succeeding business day in the place of receipt. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice.

9.4 **Entire Agreement.** This Agreement, including all Exhibits and Schedules, embodies the entire understanding and agreement of the Town and SiFi Networks with respect to the subject matter hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi Networks and the Town with respect to the subject of this Agreement.

9.5 **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement (which other terms and provisions shall remain in full force and effect) or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.6 **Governing Law.** This Agreement shall be deemed to be executed in the State of Connecticut and shall be governed in all respects, including validity, interpretation

and effect, and construed in accordance with, the laws of the State of Connecticut as applicable to contracts entered into and performed entirely within the State, irrespective of conflict of laws principles.

9.7 **Modification.** This Agreement shall not be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and SiFi Networks. For the avoidance of doubt, this Agreement cannot be amended or modified orally or by course of conduct, and no executory agreement, oral agreement or course of conduct shall be effective to amend or modify this Agreement in whole or in part.

9.8 **No Third Party Beneficiaries.** Nothing in this Agreement or in any prior agreement is or was intended to confer third party beneficiary status on any party or Person not a party to this Agreement including a member of the public.

9.9 **No Waiver of Rights.** Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi Networks or the Town may have under federal or state law unless such waiver is expressly stated herein.

9.10 **No Rights to the System.** The Town expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the System, throughout the term of this Agreement. Except as provided in Sections 6.4.2 (iii) and 6.4.2 (iv) hereof, SiFi Networks shall, at all times, retain title to and ownership of the System and all future extensions of the System, and shall have the right to lease the System or parts thereof to a provider of internet, data, voice, video and other services.

9.11 **Representations and Warranties.**

9.11.1 The Town represents and warrants to SiFi Networks that: (a) it has full authority (including the authority required by any applicable law, ordinance, rule or regulation) to enter into and perform its obligations under this Agreement and the Public Way License, and that the execution, delivery and performance of its obligations under this Agreement and under the Public Way License are within the right, power and authority of the Town and have been duly authorized by all necessary action on the part of Town, and (b) this Agreement and the Public Way License have been duly executed and delivered by the Town and constitute the legal, valid and binding agreements of the Town, enforceable against the Town in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity). No representation or warranty is made by the Town regarding any law, ordinance, rule, or regulation applicable to the Town with respect to the construction or installation of the System, compliance with such laws, ordinances, rules and regulations being solely the responsibility of SiFi Networks.

9.11.2 SiFi Networks represents and warrants to the Town that: (a) it has full limited liability company authority to enter into and perform this Agreement and the Public Way License and the execution, delivery and performance of this

Agreement and the Public Way License and the consummation of the transactions contemplated hereby and thereby are within the limited liability company power and authority of SiFi Networks and have been duly authorized by all necessary limited liability company action on the part of SiFi Networks, (b) this Agreement and the Public Way License have been duly executed and delivered by SiFi Networks and it constitutes a legal, valid and binding agreement of SiFi Networks enforceable against SiFi Networks in accordance with its terms (except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity) and (c) the execution and delivery of this Agreement and the Public Way License by SiFi Networks and its performance hereunder and thereunder will not violate any law, rule, or regulation applicable to SiFi Networks.

9.11.3 [SIFI NETWORKS MAKES NO REPRESENTATIONS OR WARRANTIES TO THE TOWN OR ANY PERSON WITH RESPECT TO THE SYSTEM (OR THE COMPONENTS THEREOF) AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT SIFI NETWORKS MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.]

9.12 **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either SiFi Networks or the Town.

9.13 **No Partnership.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Town and SiFi Networks or any other relationship other than a contractual relationship as expressly set forth in this Agreement. Neither Party shall in any manner act or indicate to any third party that is acting as the agent of the other Party. SiFi Networks shall at all times remain an independent contractor. Neither Party shall control or direct the day-to-day affairs of the other Party, or their mode or method of performing their respective obligations hereunder.

9.14 **Headings; Construction.** The headings and captions of this Agreement are solely for the convenience of the Parties and shall not be deemed to modify or vary any of the substantive terms thereof. Each of the Parties acknowledge that each Party to this Agreement has been represented by counsel in connection with this Agreement. Legal or equitable principles that might require the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement and is expressly waived. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or

disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Articles, Sections, and clauses are to Articles, Sections and clauses of this Agreement unless otherwise specified. Any singular term in this Agreement will be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

9.15 **Counterparts.** This Agreement may be signed in any number of counterparts, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (including PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.16 **Further Assurances.** Each Party agrees that it will execute and deliver such other documents and take such other action as may be reasonably requested by the other Party to effectuate the purposes and intention of this Agreement.

9.17 **No Waiver.** No provision of this Agreement may be waived unless such waiver is in writing and signed by the Party against whom the waiver is to be effective. No failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Development Agreement to be executed as of the day and year stated above.

TOWN OF EAST HARTFORD, CONNECTICUT,
a political subdivision of the State of Connecticut

Dated: _____, 2017

By: _____
Name: []
Title: []

Approved as to form:

By: _____
Name: []
Title: Town Attorney

SIFI NETWORKS EAST HARTFORD, LLC,
a Delaware limited liability company

Dated: _____, 2017

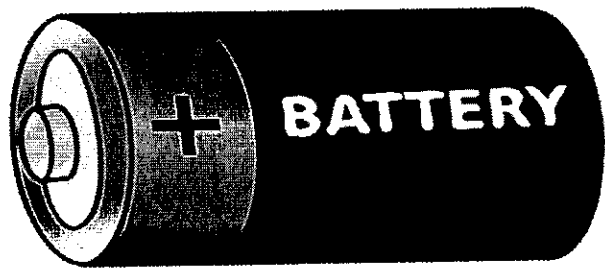
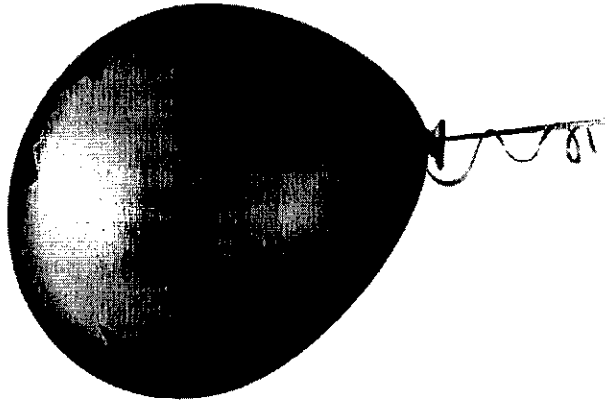
By: _____
Name: []
Title:



Town of East Hartford

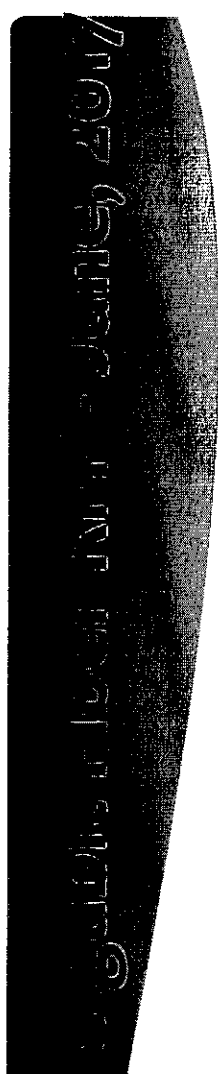
Gigabit Fiber RFP

June, 2017



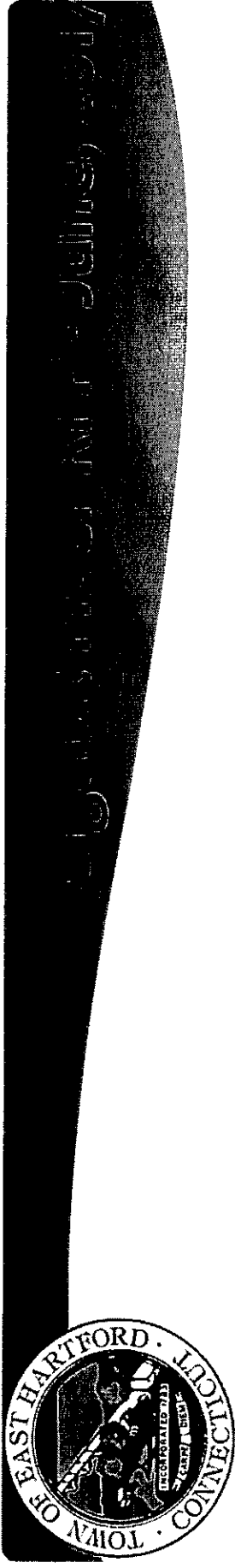
Wednesday, June 14th

Friday, June 9th



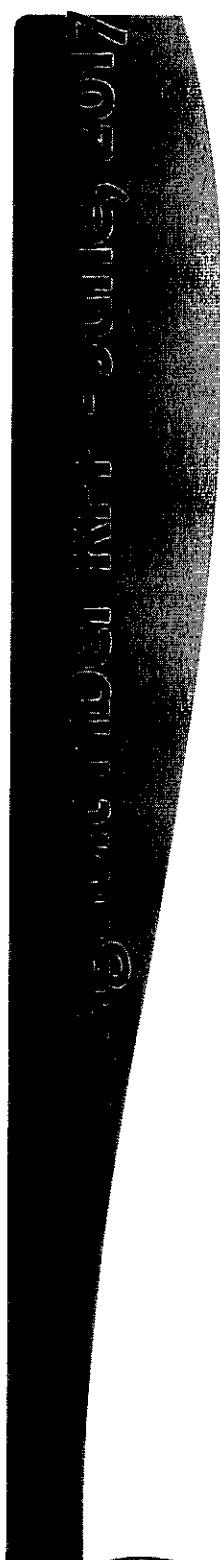
Background:

1. Two years ago, we joined a Statewide gigabit fiber RFP initiative led by New Haven
2. That RFP was awarded to Macquarie Capital with SiFi coming in second
3. Due to the size, scope, and complexity, the Statewide project never materialized
4. Recently, East Hartford reissued the New Haven RFP, specific to East Hartford
5. We received RFP submissions from SiFi and Frontier



Process Moving Forward:

1. A Selection Committee met and reviewed all RFP submissions
2. An in-depth presentation from SiFi and Frontier was completed in the last week
3. The Selection Committee recommends SiFi to the Mayor for a 100% fiber installation
4. We will work on a contract requiring no capital investment from the Town (or risk)
5. SiFi will complete an assessment of the penetration needed to make this work
6. With a contract and demand worked out, construction will commence in early 2018



Why this is important:

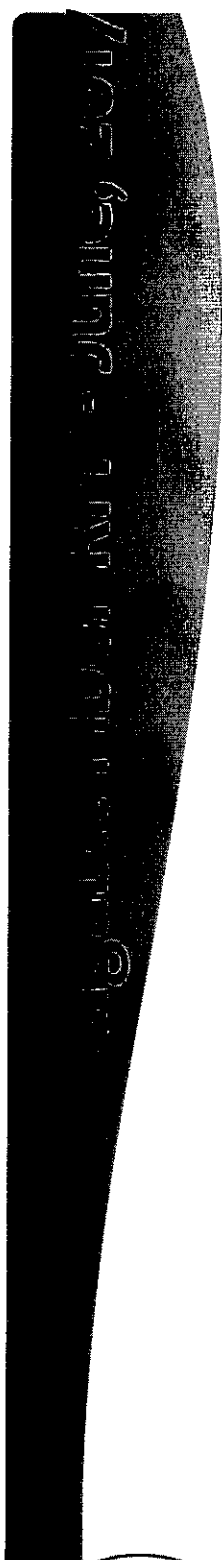
In a report prepared for the Connecticut Office of Consumer Counsel in March of 2016 by ctc technology & energy engineering and business consultants:

“Advanced communications networks rank among the most important infrastructure assets of our time – for purposes of economic development and competitiveness, innovation, workforce preparedness, healthcare, education, and environmental sustainability”



© 2017 by the Town of East Hartford, Connecticut, 2017

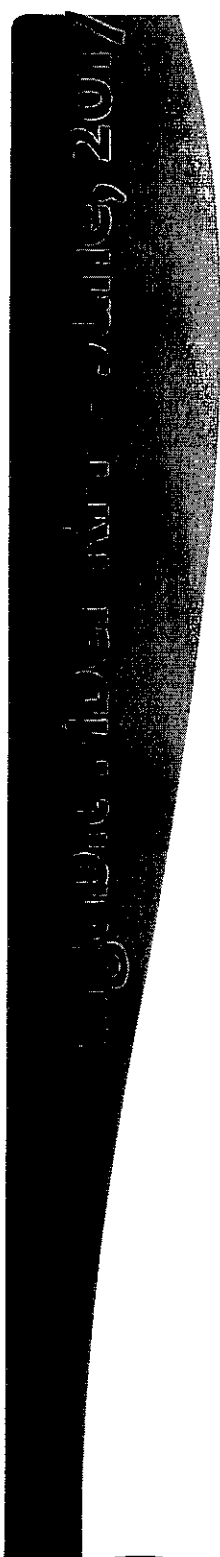
“Fiber is increasingly recognized as the ultimate platform for communication networks because it is a highly scalable (in theory infinitely scalable) and adaptable medium that enables development and use of the communication application of today and the future”



“The broadband infrastructure and services available in Connecticut are meeting most of the needs of citizens today, but they do not confer a competitive advantage as technology continues to evolve.”

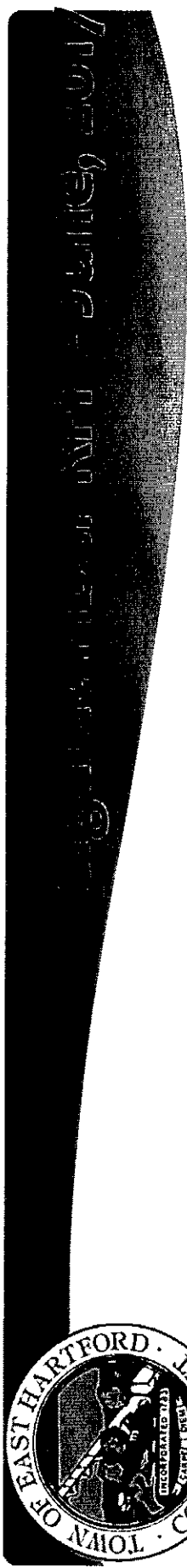


“... the prospects for public-private partnerships in the broadband market have never been greater... there is private capital looking for opportunities to invest in new models for broadband deployment.”

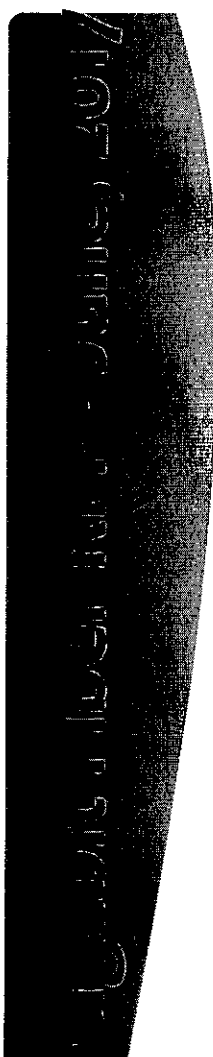


Why Connecticut and its Localities Should Address Broadband Needs

“Next-generation broadband represents a critical, necessary element of competitiveness for which business demand is present and increasing.”



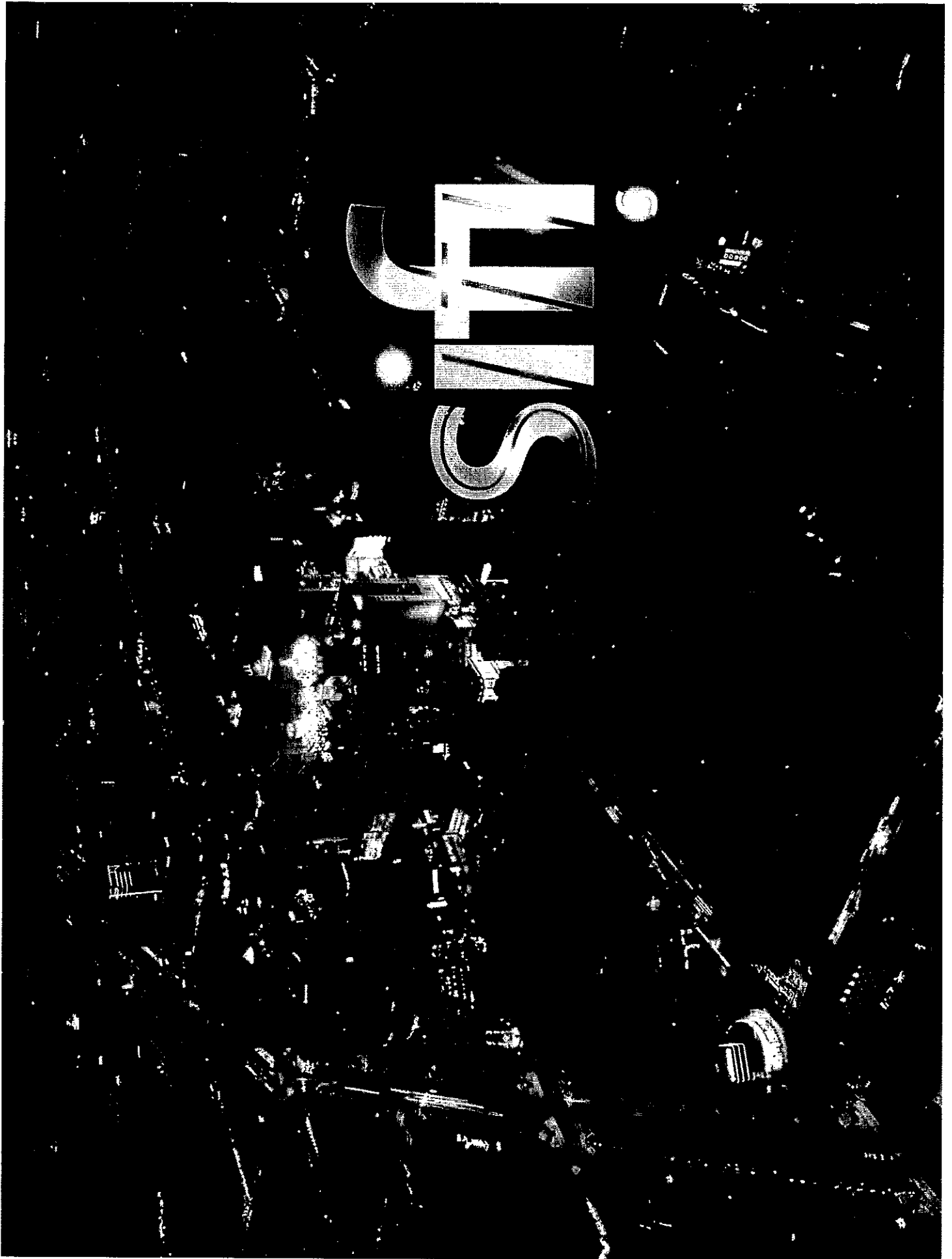
“As a result, fiber all the way to the home or business represents the Holy Grail of communications infrastructure – a future-proof investment that can be easily, inexpensively upgraded to new speeds as more advanced electronics are developed.”

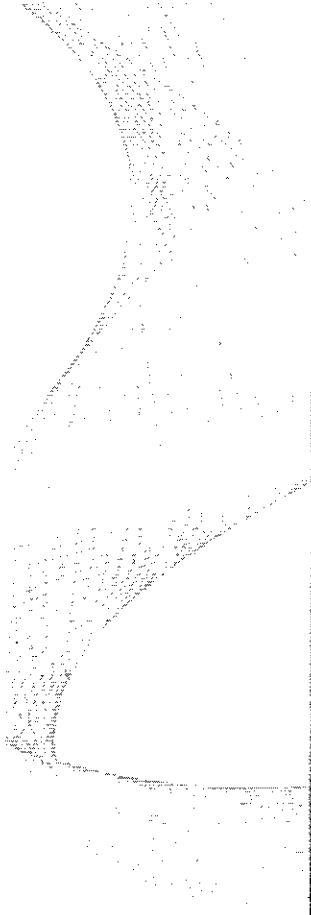
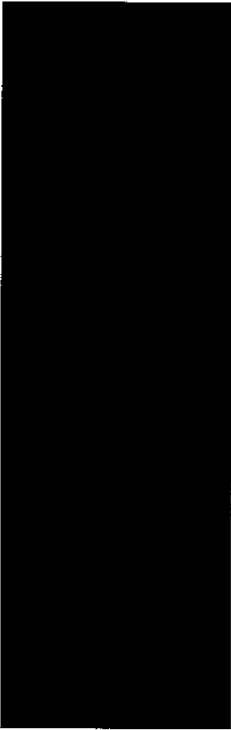


Enter SiFi – London Based International Fiber Optic Network Developers

1. Partnering with Nokia (formerly Lucent Technologies) and Sertex
2. Funded by Key Bank
3. Contracts with Portland Maine and Fullerton California
4. A new player to the U.S. market and to Connecticut
5. We are the beta site – SiFi needs a CT municipal success story
6. East Hartford can assist in that success but not financially

SiFi



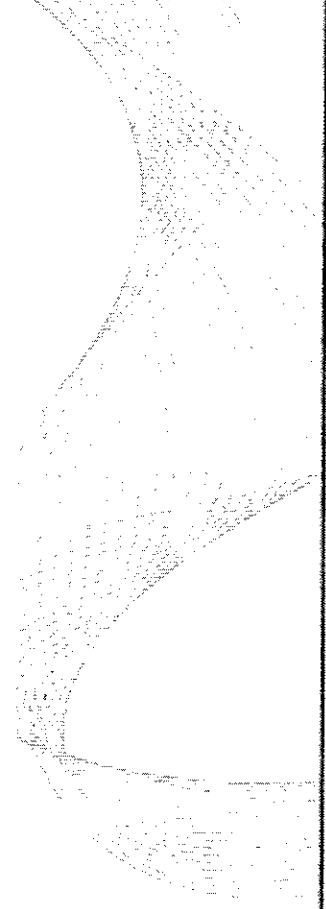


What is a FiberCity™

- FTTH networks provide fiber to the home for residential access to a range of services
- FTTB provide mission critical services to commercial entities
- Smart City networks provide:-
 - Secure connections between Town facilities
 - WiFi zones promote tourism and business
 - CCTV provides security and traffic management
 - eHealth ensure more patients can be managed from home
 - eLearning improves access to education and reduces snow days
 - Kiosks provide greater community engagement


A network offering more than just fast internet to the home....





SiFi Networks Provides a Turnkey Solution

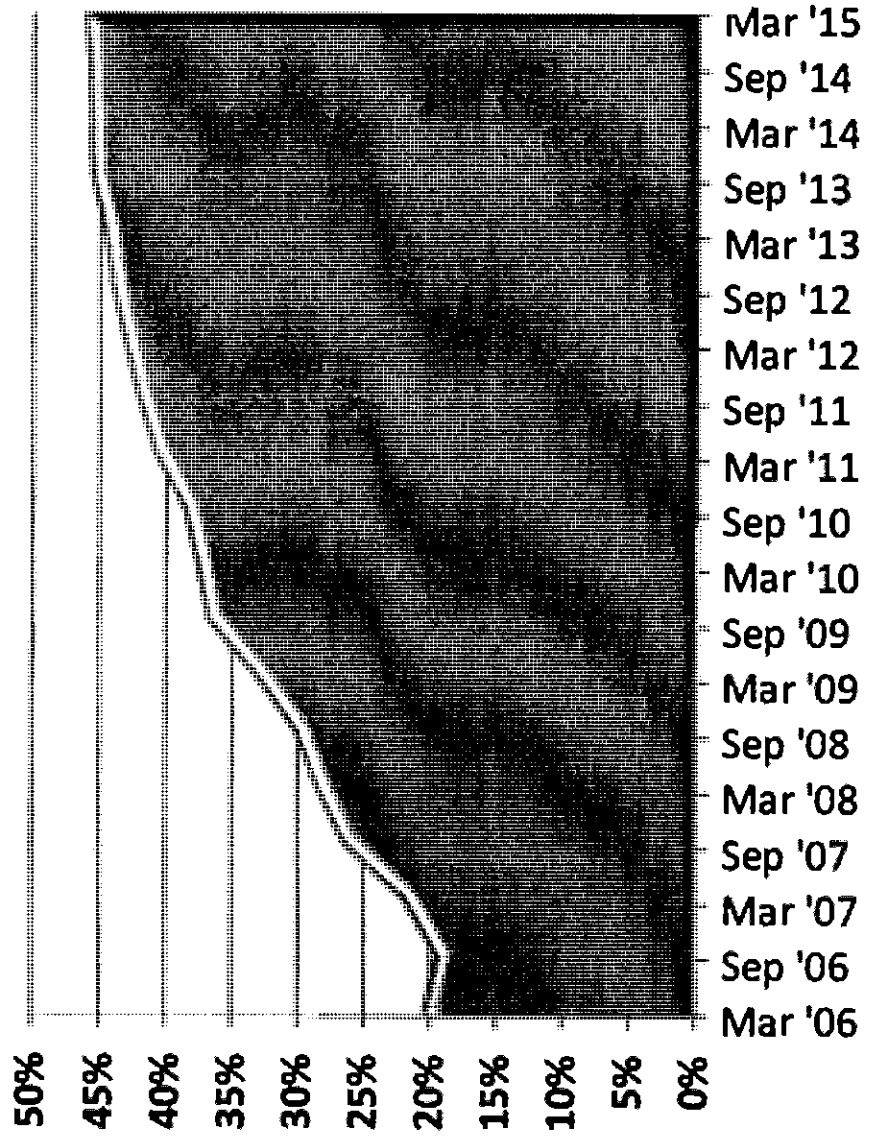
- 100% privately financed fiber infrastructure passing every premise within the Town and connecting those with fiber that request connectivity
- Financing structure to mitigate upfront demand risk
- FOCUS™ System
- Sustainable underlying business plan for town-wide build
- SiFi responsible for all finance, design and construction risk
- OPEX certainty
- Service Providers network access commitments
- Reputable Service Providers that can offer multiple services

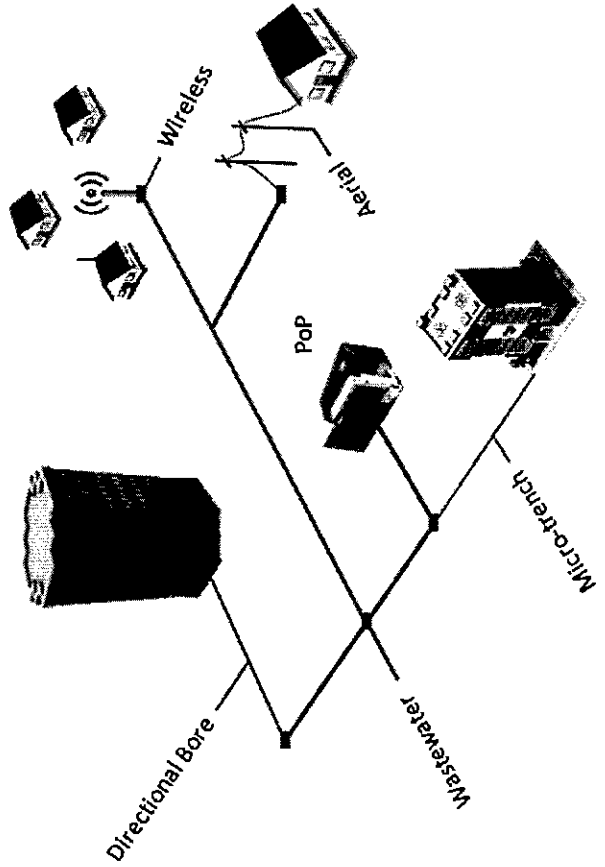
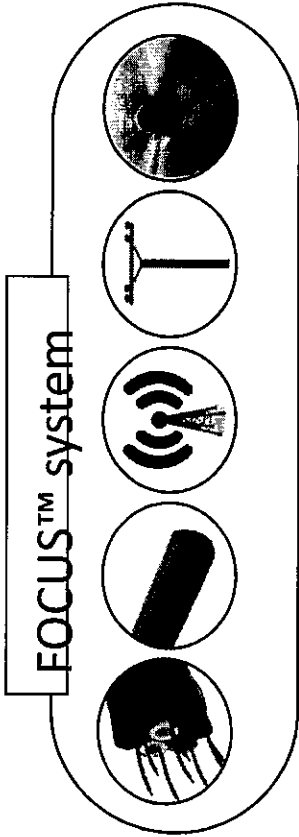
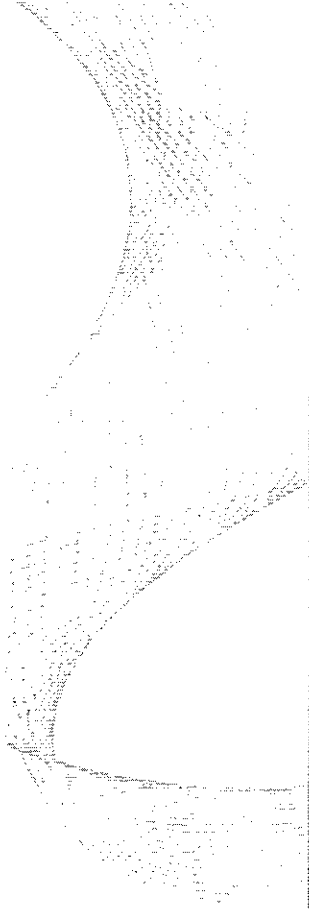
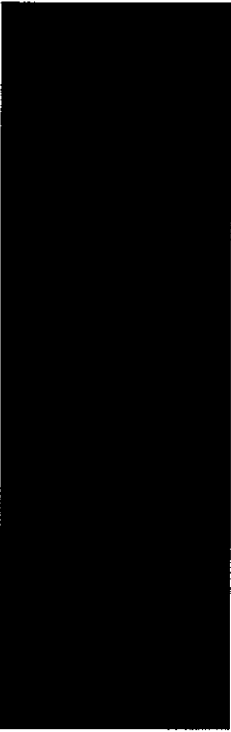


= a long term
investable,
reliable and
flexible
FiberCity™

U.S. Take-Rate Over 46%

RVA LLC
Market Research & Consulting





NOKIA
Deloitte.

KeyBanc
Capital Markets

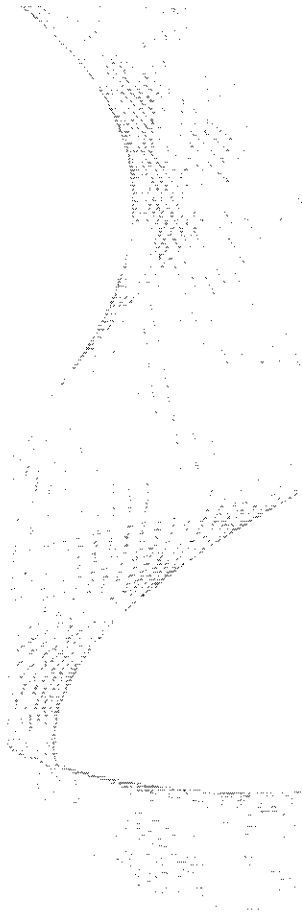
ARCADIS
Infrastructure, environment, buildings

H&M NETWORKS
Infrastructure for the New Century
Since 1923

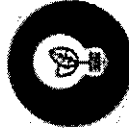
sertex
UTILITY SERVICES

adcomm





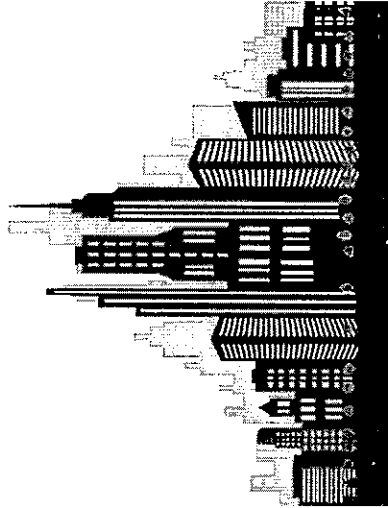
GREEN CITY
 Green Infrastructure
 Smart Energy and Utilities
 Transport efficiency



E-GOVERNANCE
 Online Records
 Complaint Management
 Payment Gateways



PUBLIC SAFETY
 Law Enforcement
 Emergency Management
 Security and Surveillance



ENERGY & UTILITIES
 Power Generation Optimization
 Grid Protection and Control
 Intelligent Utility Network



TRANSPORT
 Urban Mobility Solutions
 Airport / Railway Management
 Fleet Optimization



EDUCATION
 Analytics and research
 School Solutions
 Video conferencing

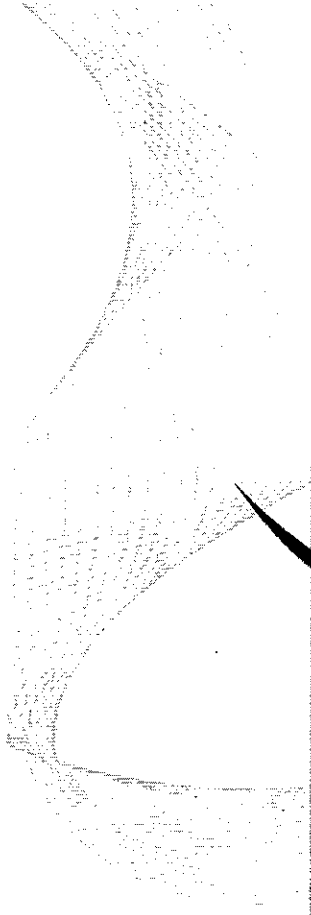
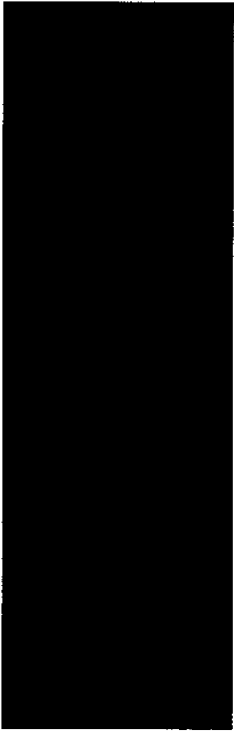


SMART BUILDING
 Energy Optimization
 Appliance integration and control
 Smart Metering



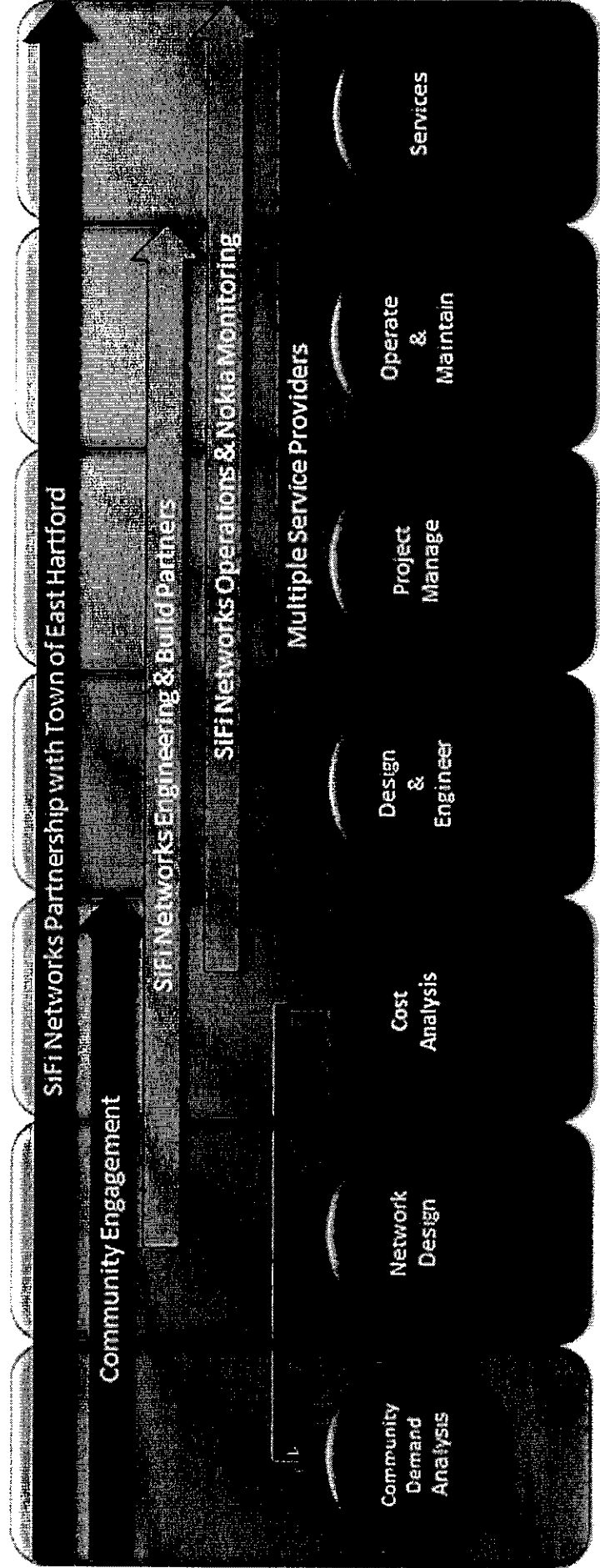
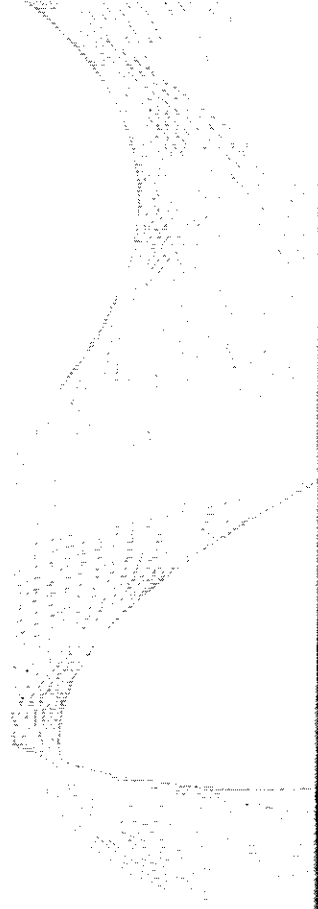
HEALTHCARE
 Remote Monitoring
 Asset Management
 Telemedicine






- Multiple, Competitive Service Providers
- Network Separated from Service Providers
- Smart City (Town), Fiber Rich Infrastructure
- Connect Every Premise with Fiber When Service Requested
- Pass 100% of the Premises
- NO use of Municipal Dollars or Project Debt Structures
- 100% Privately Financed, Operated and Maintained
- Town-wide Access to Public Rights of Way







TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 12, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: CT Center for Digital Investigations Inter-Local Agreement

The Town of East Hartford along with 7 other municipalities and UCONN have established a cooperative arrangement to combat cyber-crime and increase investigative capabilities through the use of digital forensics, which is known as the CT Center for Digital Investigations.

Attached is the regional Final CT Center for Digital Investigations Inter-Local Agreement.

Please place this information on the Town Council Agenda for the September 19, 2017 meeting.

Thank you.

C: S. Sansom, Chief of Police

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

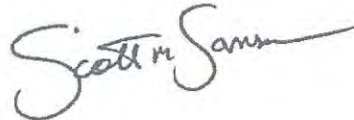
FAX (860) 289-1249

www.easthartfordct.gov

To: Mayor Marcia A. Leclerc
From: Chief Sansom
Re: CT Center for Digital Investigations Inter-Local Agreement
Date: September 12, 2017

Attached is the final regional Final CT Center for Digital Investigations Inter-Local Agreement. East Hartford, along with Glastonbury, South Windsor, Manchester, Vernon, UCONN, Wethersfield, Newington and Windsor Locks are participating in this effort to combat cyber-crime and increase investigative capabilities through the use of digital forensics.

Per the requirements, this resolution needs to be sent to the Town Council for approval and ratification. Please call me if you have any questions.



Scott M. Sansom
Chief of Police

Attachment

August 25, 2017

CT Center for Digital Investigations Inter-Local Agreement

WHEREAS, the below signed municipalities wish to establish a cooperative arrangement to combat cyber-crime and increase investigative capabilities through the use of digital forensics, which arrangement will be known as the CT Center for Digital Investigations (the "Center"); and

WHEREAS, the Center will have seven primary purposes:

1. To expand the operational capabilities of law enforcement to use forensic examination techniques on all types of electronic devices used in the commission of crimes and to more effectively apply resulting evidence in on-going investigations.
2. To develop advanced skills and broaden the experience of the region's digital forensic examiners, and investigators, through the sharing of personnel, knowledge and skillsets.
3. To pool equipment, software and other resources so as to reduce the costs of providing digital forensic and investigative services to the region.
4. To train and educate law enforcement personnel in the proper seizure of digital evidence and digital investigative techniques, while sharing information and developing and establishing investigative protocols that will increase case clearance rates and provide for more effective case prosecutions.
5. To monitor social media and provide a central resource of open source intelligence gathering, which will identify evidence of criminal behavior or threats to public safety in the region.
6. To present educational programs to the general public and the local business community as a proactive effort to reduce vulnerability and victimization by cyber-based crime.
7. To conduct investigations into cybercrime, including but not limited to those involving possession and distribution of child pornography on computer networks, the online exploitation or trafficking of children for sexual purposes, financial fraud occurring over the Internet, criminal activity on the dark web, or the loss of money, intellectual property, and/or personal identifying information through unauthorized access to electronic data.

WHEREAS, Connecticut General Statute 7-148cc authorizes two or more municipalities to jointly perform any function that each municipality may perform separately under any provisions of the general statutes of any special act, charter, or home rule ordinance by entering into an inter-local agreement pursuant to sections 7-339a to 7-339l, inclusive; and

WHEREAS, Connecticut General Statute 7-339c requires that any such inter-local agreement establish a process for amendment, termination and withdrawal, and that such agreement be submitted to the legislative body of each participating public agency for ratification or rejection; and that such ratification

or rejection may be made only after the applicable legislative body provides an opportunity for citizens to comment on such agreement; and

WHEREAS, the undersigned municipalities recognized the benefits of cooperation in the performance of law enforcement and police services; and

WHEREAS, the undersigned municipalities find that entering in to such an agreement is necessary and beneficial for the delivery of more effective and efficient police services to the citizens of the respective municipalities and have followed the approved process outlined above; and

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of select law enforcement, and police services by granting full powers of arrest to full-time sworn police officers of participating municipalities while engaged in these regional initiatives; and

WHEREAS, the participating agencies understand the benefits of expanding the operational capabilities of law enforcement by the use of forensic examination techniques of all types of electronic devices used in the commission of crimes; by sharing personnel and resources as a method of controlling costs; and

WHEREAS, the participating agencies understand the benefits associated with granting joint investigatory authority to all agencies participating in the Center regardless of the municipality the investigation is taking place in; and

WHEREAS, the participating municipalities understand the benefits associated with training and educating enforcement personnel in the proper examination and investigative techniques, while sharing information, developing and establishing investigative protocols that will increase case clearance rates and effective case prosecutions.

WHEREAS, the presentation of educational programs to the general public and the local business community as a proactive effort may help to reduce the vulnerability and victimization by cyber-based crime

WHEREAS, the University of Connecticut Police Department is a duly authorized special police force established pursuant to Connecticut General Statutes 10a-156b and Connecticut General Statutes 7-277a(b) authorizes the chief executive officer of any institution which maintains a special police force established under the provisions of Connecticut General Statute 10a-156b to enter into this inter-local agreement; and

WHEREAS, the University of Connecticut Police Department hereby declares its intent to participate in the Center with the participating municipalities set forth below and for purposes of this Agreement shall be deemed a participating municipality;

NOW, THEREFORE, it is agreed by and between the municipalities signing this Agreement by their respective chief executive officers, duly authorized, as follows:

1. **Grant of Powers to Sworn officers:** The undersigned municipalities hereby grant to all full-time sworn police officers, as defined in subdivision (9) of section 53a-3 and 10a-156b of the Connecticut General Statutes, from other municipalities and the University of Connecticut Police Department participating in this Agreement the power to act or arrest, with previous complaint or warrant, any person for any offense related to investigations carried out under this Agreement when such offense is committed in their presence or upon speedy information of others. The Police Chiefs of the participating agencies in this Agreement shall constitute an Administrative Board, which will oversee the administration and performance of the Center. This board is authorized to administer the processes and procedures of this agreement and may modify these procedures as necessary to ensure efficient and effective operations.
2. **Administrative Board:** The Administrative Board shall consist of one appointed member from each of the participating agencies which provide forensic examiners or comparable working staff to the Center. Normally such member will be the Chief of Police. The Administrative Board will oversee the administration and performance of the Center. A Chief of Police with a position on the Board may appoint an alternate person to serve on the Administrative Board in his/her place. Such Chief of Police may also select an alternate person to attend Administrative Board meetings and vote in his/her absence. Administrative Board members shall not be staff assigned to the Center and shall serve at the pleasure of their respective Chief of Police.
3. **Executive Board:** At its organizational meeting, and in September of each year thereafter, the Administrative Board shall elect from its members an Executive Board comprised of a chair, vice-chair, a secretary/treasurer, and such other officers as it deems necessary to conduct its meeting and affairs. Officers shall serve one year terms, or until their successors have been elected. Any officer who is no longer a member of the Administrative Board shall be deemed to have vacated his/her office. In the event of a vacancy on the Executive Board, an election will be held to fill the vacant position. The Executive Board shall meet on the call of the Chair, and meetings may be held in person, via telephone, or through other real time electronic communications.
4. **Regular and Special Meetings:** The Administrative Board shall have an annual regular meeting in September of each year and shall be dedicated to developing a proposed annual budget. The Board shall schedule such meetings as necessary to ensure adoption of a final operating budget for the upcoming fiscal year no later than June 15th. Other meetings ("Special Meetings") shall be called by the Chair of the Executive Board upon no less than seventy-two (72) hours prior notice. Special meetings may be held in person, via telephone, or through other real time electronic communications. The presence of two-thirds (2/3) of the Administrative Board members at a regular or special meeting shall constitute a quorum. Each Administrative Board member shall have one vote. Proxy voting is not permitted. Unless a higher plurality is required under another provision of this Agreement, all Administrative Board action shall require a majority vote.

5. **Interpretation of the Agreement:** The Administrative Board shall have the power to interpret this Agreement consistent with the purposes stated herein and, by majority vote, will be the arbiter of any disagreements among participating municipalities relative to any aspect of this Agreement. Notwithstanding the foregoing, should the Administrative Board shall be unable or unwilling to interpret this Agreement by majority vote, the dispute shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its commercial dispute rules and procedures. The costs of such arbitration shall be borne equally by the Center and the moving party.
6. **Center Supervisor:** The Administrative Board shall designate by a two-thirds vote a supervisor who will act as the overall supervisor of the Center and the assigned personnel from the participating agencies. It is preferred that this individual will have advanced training in cybercrime investigations and computer technology. This individual will serve in that position until he/she leaves his/her participation with the Center or is removed by a two-thirds vote of the Administrative Board members.
7. **Budget:** The Administrative Board shall establish a proposed budget and a long term funding plan for the Center. The Administrative Board shall establish the annual assessment or fee for: (i) each participating municipality providing full or part time staff to the Center; (ii) for each participating municipality not providing minimum required forensic and/or investigative staff. A fee structure may be established for non-member municipalities or agencies that wish to use the examination or open source monitoring services of the Center. Alternate funding sources may also include grants or donations from public and private entities and court ordered donations or restitution. The assessment and fee schedule adopted should be designed to support the continuing operations of the Center. The assessment and fee structure can be modified as necessary at any time by vote of the Administrative Board members.
8. **Appointment of a depository municipality; functions of depository municipality.**
 - A. The Administrative Board shall select a depository municipality from one of the participating municipalities, which shall receive and hold all monies received from the participating municipalities, grants or other sources. Said monies will be held in a designated account to be used only for the Center.
 - B. All purchases will be done pursuant to the purchasing guidelines of the depository municipality, unless this requirement is waived by vote of the Administrative Board.
 - C. The depository municipality shall provide an accounting of all funds contained in the designated account: (i) annually; (ii) at such time as the depository municipality resigns its position or is otherwise replaced with another depository municipality; and (iii) upon request of the Administrative Board.
 - D. The depository municipality may be changed by vote of the Administrative Board.
 - E. A participating municipality shall have the right to decline an appointment as the depository municipality, or resign its position, as depository municipality after providing at least sixty (60) days' notice of such intent.

- 9. Budget Expenditures:** Expenditures from the designated account consistent with the adopted annual budget plan can be made by the supervisor of the Center. Unbudgeted operating expenses of \$5,000 or less may be made by the supervisor of the Center with the approval of the chair of the Executive Board. Other expenditures of over \$5,000.00 dollars shall require a majority vote of two-thirds of the Executive Board either in writing or via e-mail.
- 10. Center Policies:** The Administrative Board will review and approve any policies, procedures or manual for use by members of the Center and any such documents must be ratified by a two thirds vote.
- 11. Center Staffing:** The Administrative Board members must agree by a two-thirds vote on the staffing levels that are required by each participating agency. This will include whether the participating agency will supply full-time or part-time personnel.
- 12. Access to Center Services:** The Administrative Board can establish a policy on when and how non-participating agencies may access the services of the Center.
- 13. Participating Municipality Responsibilities:** Each participating municipality shall be responsible for its respective police department expenses incurred as a result of participation in this Agreement, whether monetary or in the form of goods or services. Such costs may include, but are not limited to:

 - A. The actual payroll, including overtime, of the agency's personnel participating in this Agreement.
 - B. The replacement and/or repair cost for equipment lost, destroyed, damaged or made unavailable as a result of acting under the terms of this Agreement.
 - C. Fuel and maintenance costs for vehicles and equipment
 - D. Training costs arising from participation in this Agreement, other than those approved by the board as approved expenditures from funds deposited into the special account and held by the depository municipality.
 - E. Worker's compensation claims pursuant to Connecticut General Statutes 31-275 through 31-355a
 - F. Awards for death, disability, injury to employees acting under this Agreement or related activities to the extent that such award exceeds Worker's Compensation coverage
 - G. Survivor's benefits pursuant to Connecticut General Statute 7-433c
 - H. Heart and hypertension claims pursuant to Connecticut General Statute §7-433c.
 - I. Costs arising from agreements, contracts or obligations the municipality entered into prior to entering into this Agreement.
- 14. Insurance and indemnity:** To the fullest extent permitted by law each participating municipality will be responsible for and insure itself against all claims, loss, damage, injury, and liability of every kind, nature, and description including, but not limited to, claims by third parties to the extent that such liability arises out of a participating municipality's use of the Center. The participating municipalities (for the purpose of this paragraph, "Indemnifying Municipality")

agree that, to the extent allowed by law, they will indemnify and hold the other participating municipalities and their respective legislative bodies and employees harmless from any loss, damage, injury, and liability of any kind, nature, or description including, but not limited to, claims by third parties, to the extent that they arise out of the Indemnifying Municipality's use of the Center and performance of this Agreement. Each participating municipality shall give prompt, written notice to the Administrative Board of any claim made or any suit instituted, coming to its knowledge, which in any way, directly or indirectly, relates to this Agreement.

15. Term of Agreement: This Agreement shall remain in effect for five (5) years, with the first year beginning on the effective date of _____, 2017 and the last year expiring on _____, 2022, in accordance with law or local ordinance. The Agreement shall automatically renew for successive terms of five (5) additional years unless all but one Participating Municipality provides a written notice to the other of its election not to renew the Agreement for another five (5) years. Such notice must be provided at least ninety (90) days prior to the scheduled expiration of the original or any renewal term of the Agreement. In no event shall the Agreement extend beyond twenty (20) years from the effective date. Notwithstanding anything herein to the contrary, the participating municipalities may agree to terminate this Agreement at any time by a two-thirds vote.

16. Addition or removal of participating municipalities: The participating municipalities, through the Executive Board, may entertain offers for additional municipalities to participate in the Center and may present its recommendation to the Administrative Board including contract terms, proposed buy-in and operating assessments and fees and related issues such as required staffing, equipment, licenses, and staff development. The Administrative Board may add additional participating municipalities to the Center by a two-thirds vote of the members of the Administrative Board. If approved, the proposed municipality may become a participating municipality and shall execute an addendum agreeing to be bound by any relevant terms of this Agreement and any other terms and conditions set forth by the Administrative Board.

If any of the participating municipalities fail to meet their obligations under the terms of this Agreement and any addendum hereto, any participating municipality in good standing may, through their respective member on the Administrative Board, make written recommendation to the Administrative Board that the defaulting municipality be involuntarily withdrawn from participation pursuant to Section 19 of this Agreement.

17. Withdrawal of a participating municipality: Any participating municipality may withdraw from this Agreement by giving sixty (60) days written notice to all the other participating municipalities, provided however, the notice of withdrawal does not release the withdrawing municipality from its obligation to pay all assessments and fees accrued through the withdrawal date. Withdrawal of one or more participants shall not void the Agreement so long as two or more participants remain active in the Agreement. The withdrawing municipality may request the return of any or all equipment purchased by that municipality which was integrated into the Center. Such equipment will be returned to the municipality, at such municipality's expense, within sixty (60) days of the effective date of the withdrawal.

18. Termination of Organization: The operation of the Center may be terminated by a two-thirds vote of the Administrative Board. Such a vote in the affirmative will result in the absolute dissolution of the Center. If a participating organization desires to continue providing the services of the Center, such organization will have to do so on their own or through the enactment of another agreement. Ninety (90) days after such vote, the activities of the Center will cease. All outstanding accounts payable and receivable attributable to Center activities will be settled. Any evidence under examination at the time the Center ceases operation will be returned to the investigating agency; any reports due to client agencies will be finalized and delivered. In the event of such termination, all equipment purchased individually by a municipality or organization will go back to the organization that purchased said equipment. Any equipment that was purchased with funds, grant money, or donations that were deposited into the special account held by the agreed upon depository agency will be distributed to the participating agencies in proportion to their respective financial and staff contributions since the Center's inception. Any monies remaining in the special account will be distributed in the same way. This division of equipment and money must be agreed upon by two-thirds vote of the Administrative Board.

19. Default/Involuntary withdrawal: Any participating municipality that fails to meet its obligations as set forth in this Agreement or in any rule adopted by the Administrative Board shall be deemed to be in default upon the mailing by the Administrative Board of a written notice of default to the participating municipality's Chief Executive Officer. Issuance of the written notice of default must be approved by a two-thirds vote of the participating municipalities that are not the subject of the notice of default. If such default is not cured within thirty (30) days of the mailing of the notice, or such other time period as may be approved by the Administrative Board, the participating municipality may be involuntarily withdrawn upon a two-thirds vote of the participating municipalities that are not the subject of the notice of default. Written notice of the date upon which any involuntary withdrawal will take effect shall be set by the Administrative Board but shall not be less than 30 days from the date of mailing of the notice of involuntary withdrawal. All property and equipment of the involuntarily withdrawn municipality not removed from the Center by the withdrawal date shall be deemed abandoned and may be used or disposed of as the Administrative Board deems appropriate. An involuntary withdrawal does not release the withdrawn municipality from its obligation to pay all assessments and fees accrued through the withdrawal date nor does it modify or terminate this Agreement with respect to the remaining participating municipalities.

Notwithstanding anything herein to the contrary, the involuntarily withdrawn municipality may contest the notice of default within fifteen (15) days of receipt and submit such matter to mediation and arbitration to the American Arbitration Association (AAA) according to its commercial disputes rules and procedures. Submission of such matter to the AAA must be made within fifteen (15) days of the receipt of the notice of default and will stay the involuntary withdrawal until a final decision is rendered in the arbitration.

1. **Distribution of assets upon termination of Agreement:** At the end of the term of this Agreement, as set forth in paragraph 14 above, all equipment purchased individually by a participating municipality will be returned to such municipality within sixty (60) days of the termination of this Agreement. Any monies remaining in the designated account, and equipment that was purchased with Center funds, grant money, or donations, will be distributed to the participating municipalities in proportion to their respective financial and staff contributions since the Center's inception, pursuant to a two-thirds vote of the Administrative Board.

2. **Miscellaneous Provisions:**
 - A. **GOVERNING LAW:** This Agreement shall be governed by the law of the State of Connecticut. This Agreement is the product of informed negotiations between the parties hereto and each of the parties has had an opportunity to contribute to the drafting of this Agreement and to consult with legal counsel. Therefore, the language of this Agreement shall not be presumptively construed either in favor of or against any party.

 - B. **AMENDMENTS:** Unless expressly within the powers granted to the Administrative Board, no provision of this Agreement may be modified, altered, or rescinded except by a writing duly executed by each participating municipality in accordance with state and local law.

 - C. **DUE EXECUTION:** Each participating municipality certifies that it has complied with all state and local laws as required to ratify this Agreement. The participating municipalities may separately execute counterpart originals of this Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same Agreement. .

WHEREFORE, each participating municipality has duly approved and caused to be executed this Agreement on the dates set forth below to be effective on _____, 2017.

The original document is maintained on file at the Glastonbury Police Department

Inter-Local CDI Agreement

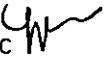
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates affixed by their signature.

EAST HARTFORD:

Signature of Local Government Official	Date
Printed Name of Local Government Official	Title



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 12, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

Please refer to the Real Estate Acquisition and Disposition Committee the consideration of town ownership of 1238 Silver Lane.

The trustees would like to gift the property to the town of East Hartford.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Date : August 28, 2017

To : Mayor Leclerc

From : Richard Gentile



Re : Lange Trust
Yanner Property

In 1994, the Town received approximately 12 acres of property along Cipolla Drive under the terms of Merwin J. Yanner's will. In addition to this devise, Mr. Yanner's will devised a house at 1238 Silver Lane to trustees to hold the property in trust for the benefit of Sara Lange and Walter Lange. The Lange's have now passed, and under the terms of Mr. Yanner's will, 1238 Silver Lane is to be distributed to the Town of East Hartford. The property abuts the 12 acre parcel accepted by the Town in 1994. I enclose a copy of a map depicting 1238 Silver Lane and the 12 acres accepted by the Town in 1994.

I also note that, subject to the terms of the Will and Trust, both the parcel accepted in 1994 and 1238 Silver Lane are to be used as a public park or public recreation area in memory of John, Mary and Jack Yanner. Thirty thousand dollars (\$30,000) is available from the Trust for design and construction of a gate, archway or other suitable monument, containing a plaque commemorating the Yanners. This is a condition of the gift of 1238 Silver Lane.

Kindly ask Chairman Kehoe to add the acceptance of 1238 Silver Lane as a referral to the Real Estate Acquisition and Distribution Committee on the next Council agenda.

Town of East Hartford Property Summary Report

1238 SILVER LN

MAP LOT:	57-166A	CAMA PID:	13107
LOCATION:	1238 SILVER LN		
OWNER NAME:	LEONE WM A & FRANK A CO-TRUSTEES		



13107 03/24/2016

OWNER OF RECORD
LEONE WM A & FRANK A CO-TRUSTEES
33 CONN BLVD
EAST HARTFORD, CT 06108



LIVING AREA:	2144	ZONING:	R2	ACREAGE:	1.50
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
LEONE WM A & FRANK A CO-TRUSTEES	1524/ 71	07-Jul-1994	\$0.00
YANNER MERWIN J ESTATE OF WM A LEONE EXEC	636/ 206	05-Nov-1990	\$0.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$128,880.00	IMPROVEMENTS:	\$93,660.00	LAND:	\$35,220.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$128,880.00	\$93,660.00	\$35,220.00
2015	\$128,260.00	\$93,040.00	\$35,220.00
2014	\$164,100.00	\$128,880.00	\$35,220.00
2013	\$164,100.00	\$128,880.00	\$35,220.00
2012	\$164,100.00	\$128,880.00	\$35,220.00

Town of East Hartford Property Summary Report

1238 SILVER LN

MAP LOT:	57-166A	CAMA PID:	13107
LOCATION:	1238 SILVER LN		
OWNER NAME:	LEONE WM A & FRANK A CO-TRUSTEES		

BUILDING # 1

YEAR BUILT	1911	EXT WALL 1	Aluminum Sidng
STYLE	Colonial	INT WALLS 1	Plaster
MODEL	Residential	HEAT FUEL	Other
STORIES	2.0	HEAT TYPE	Hot Water
OCCUPANCY	One Family	AC TYPE	None
ROOF	Hip	BEDROOMS	4
ROOF COVER	Asphalt	FULL BATHS	1
FLOOR COVER 1	Hardwood	HALF BATHS	1
% BSMT	100	TOTAL ROOMS	7
% FIN BSMT	0	% REC RM	0
% SEMI FIN BSMT	0	% ATTIC FINISH	0
BSMT GARAGE		FIREPLACES	1



13107 03/24/2016

OUTBUILDINGS

DESCRIPTION	CODE	UNITS
Garage	FGR1	1x528 (528 S.F.)
Poultry House	PLT	1x135 (135 SF)



The data shown on this site are provided for informational and planning purposes only. The information is not warranted or guaranteed. The information is not a representation of the data.

CERTIFICATE OF
DEVISE, DESCENT
OR DISTRIBUTION
PC-250 REV. 1/92
(PRC-58)

VL 1524 PG 071

STATE OF CONNECTICUT

RECORDED:

COURT OF PROBATE

[File certificate with town clerk
where real property is situated.]

COURT OF PROBATE, DISTRICT OF

East Hartford

DISTRICT NO. 043

ESTATE OF

MERWIN J. YANNER

, deceased.

DATE OF DEATH

5/18/90

Pursuant to C.G.S. §45a-450, this certifies that as appears from the records of this court, said deceased died on the date above written, and the following real property of the decedent is devised or distributed or set out or divided or descends to: [Give name, place of residence, and share of distributee; give street address or lot number of real property, or if none, a brief description of the location. C.G.S. §45a-450.]

To William A. Leone and Frank A. Leone, Co-Trustees of the "Lange Trust": Real property known as 1238 Silver Lane East Hartford, Connecticut under Article Fourth of decedent's will, the following described real estate:

A certain piece or parcel of land with the buildings and improvements thereon situated in the Town of East Hartford, County of Hartford and State of Connecticut located on the northerly side of Silver Lane and the westerly side of Cipolla Drive known as 1238 Silver Lane and also shown and designated as PARCEL #1 on a certain map entitled "MAP OF PROPERTY TO BE CONVEYED FROM MERWIN J. YANNER TO THE TOWN OF E. HARTFORD 1238 SILVER LANE EAST HARTFORD, CONNECTICUT Barakos-Landino, Inc. Engineers/Planners/Surveyors 215 Sherman Avenue Hamden, CT. 06518 Scale 1" = 40' Date Oct. 24, 1990 Revised Feb. 15, 1991 Project No. 90056 Sheet No. 1 of 2" and being more particularly bounded and described as follows:

Northerly: By PARCEL #2 on said map 193.27 feet;

Easterly: By Cipolla Drive 303.00 feet;

Southerly: By Silver Lane 220.00 feet; and

Westerly: By lands designated "N/F Francis A. Riley", "N/F Dennis F. & Rosemary W. Dineen", "N/F Bronislaw & Sophie Wrona", and "N/F Parish of St. Johns Church", in part by each, in all, 328.98 feet.

Being part of the same premises described as the First Piece in a Certificate of Devise dated July 25, 1977 and recorded in Volume 636 at Page 206 of the East Hartford Land Records.

For a more particular description, reference should be made to the records of said probate court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of this court on this

21st

day of

June

. 19 94

Justith Eckhouse

Judge, Asst., Clerk

FOR TOWN CLERK'S USE ONLY

FOR COURT USE ONLY

Original to:

Date Sent:

Received for Record

July 7,

1994 at 8:48

A.M. and recorded by

Ann R. Livado
Town Clerk

Town of East Hartford Property Summary Report

1240 SILVER LN

MAP LOT:	57-166	CAMA PID:	13108
LOCATION:	1240 SILVER LN		
OWNER NAME:	TOWN OF EAST HARTFORD		



13108 03/24/2016

OWNER OF RECORD
TOWN OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD, CT 06108



LIVING AREA:	null	ZONING:	R2	ACREAGE:	12.88
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
TOWN OF EAST HARTFORD	1524/ 73	21-Jul-1994	\$0.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$21,550.00	IMPROVEMENTS:	\$0.00	LAND:	\$21,550.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$21,550.00	\$0.00	\$21,550.00
2015	\$21,550.00	\$0.00	\$21,550.00
2014	\$21,550.00	\$0.00	\$21,550.00
2013	\$21,550.00	\$0.00	\$21,550.00
2012	\$21,550.00	\$0.00	\$21,550.00

VL1524PG073

CERTIFICATE OF DEVISE, DESCENT OR DISTRIBUTION PC-250 REV. 1/92 (PRC-58)

STATE OF CONNECTICUT

RECORDED:

COURT OF PROBATE

{File certificate with town clerk where real property is situated.}

COURT OF PROBATE, DISTRICT OF	East Hartford	DISTRICT NO. 043
ESTATE OF	MERWIN J. YANNER deceased.	DATE OF DEATH 5/18/90

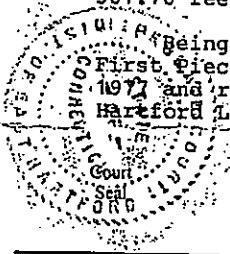
Pursuant to C.G.S. §45a-450, this certifies that as appears from the records of this court, said deceased died on the date above written, and the following real property of the decedent is devised or distributed or set out or divided or descends to: [Give name, place of residence, and share of distributee; give street address or lot number of real property, or if none, a brief description of the location. C.G.S. §45a-450.]

To the Town of East Hartford: Real property to the rear of 1238 Silver Lane, East Hartford, Connecticut under Article Fifth of decedent's will for the purpose of establishing a public park or public recreational area in Memory of Carl and Mary Lange :

A certain piece or parcel of land situated in the Town of East Hartford, County of Hartford and State of Connecticut located on the westerly side of Cipolla Drive to the rear of 1238 Silver Lane and being shown and designated as PARCEL #2 on a certain map entitled "MAP OF PROPERTY TO BE CONVEYED FROM MERWIN J. YANNER TO THE TOWN OF E. HARTFORD 1238 SILVER LANE EAST HARTFORD, CONNECTICUT Barakos-Landino, Inc. Engineers/Planners/Surveyors 215 Sherman Avenue Hamden, CT. 06518 Scale 1" = 40' Date Oct. 24, 1990 Revised Feb. 15, 1991 Project No. 90056 Sheet Nos. 1 of 2 and 2 of 2" and being more particularly bounded and described as follows:

Beginning at a iron pin set in the westerly boundary line of land now or formerly of Edward A. and Irene K. Pegor, which pin marks the northeast corner of the herein described premises and the southeast corner of land now or formerly of the Town of East Hartford and running S 02° 40' 15.3" E, a distance of 874.90 feet to a concrete monument in the westerly street line of Cipolla Drive; thence running S 04° 10' 15.3" E along the westerly street line of Cipolla Drive, a distance of 212.18 feet to a point; thence turning and running N 89° 09' 42.6" W, a distance of 193.27 feet to a point; thence turning and running N 00° 35' 32.9" E, a distance of 198.85 feet, to an iron pipe; thence running N 83° 21' 40" E, a distance of 376.83 feet to an iron pin; thence turning and running N 02° 29' 50.3" W, a distance of 1,022.42 feet to an iron pin; thence turning and running S 80° 22' 10.3" E a distance of 561.76 feet to the point or place of beginning.

Being part of the same premises described as the first piece in a Certificate of Devise dated July 25, 1977 and recorded in Volume 636 at Page 206 of the East Hartford Land Records.



21st

day of

June

19 94

Judith Eckhouse

Judge, Asst., Clerk

FOR TOWN CLERK'S USE ONLY

FOR COURT USE ONLY

Original in

Date Sent

Received for Record

JUL 7,

19 94 at 8:48

A.M. and recorded by

Ann R. Brooks
Town Clerk

Last Will and Testament

BE IT KNOWN TO ALL PERSONS, that I, MERWIN J. YANNER, of the Town of East Hartford, County of Hartford and State of Connecticut, being of lawful age, of sound and disposing mind, memory and judgment, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all previous wills and codicils by me at any time heretofore made.

FIRST

I direct my Executor hereinafter named to pay my unsecured debts and my funeral expenses as soon as practicable. I further direct that all estate, succession, inheritance, transfer and other death taxes imposed by the laws of the United States or of this State or of any State or country with respect to any property or estate taxable under such laws by reason of my death, whether or not passing under my Will and whether or not passing under my estate or by a recipient of any such property or estate, shall be paid by my Executor out of my general estate as an expense of administration; and such taxes shall not be apportioned among nor charged against the respective recipients of any property or estate passing to them, and my Executor shall not be entitled to reimbursement thereof from any such recipient.

SECOND

I give and bequeath my household furnishings, furniture and appliances located at my property in Sandisfield, Massachusetts to my cousin, HOWARD F. JACOBS, of Manchester, Connecticut.

Identifying Signature

Merwin J. Yanner

THIRD

I give and bequeath my personal effects, clothing, jewelry and all of my household furnishings, furniture and appliances located at 1238 Silver Lane, East Hartford, Connecticut and any automobile owned by me at the time of my death, to my aunt, SARA M. LANGE, of East Hartford, Connecticut if she survives me.

In the event that my said aunt, SARA M. LANGE, shall fail to survive me then I give and bequeath the above mentioned personal property to my uncle, WALTER LANGE, of West Hartford, Connecticut.

FOURTH

I give and devise my house and all other buildings and other improvements located at 1238 Silver Lane, in the Town of East Hartford, Connecticut together with a parcel of land which would make a lot, on which the house, the buildings and improvements are located, which conforms to zoning regulations of the Town of East Hartford, to my Trustees, hereinafter named, to be held in a trust named the "Lange Trust" for the uses and purposes as set forth in Article Tenth herein.

FIFTH

I give and devise the rest of the land located at 1238 Silver Lane in the Town of East Hartford, Connecticut, not disposed of under Article Fourth above to the Town of East Hartford for the purpose of establishing a public park or public recreational area in memory of CARL and MARY LANGE.

I direct that my executor act in conjunction with and with the approval of the Town to erect, at the expense of the estate, a gate, archway or other suitable monument on said property with an inscription or plaque commemorating CARL and MARY LANGE.

Identifying Signature

Mervin J. Yanner

TENTH

My Trustees shall hold my property at 1238 Silver Lane, East Hartford, Connecticut described in Article Fourth in trust named the "Lange Trust" for the benefit of my aunt, SARA M. LANGE, and my uncle, WALTER LANGE, as follows:

Until the death of the last one of them who survives, or until this trust sooner terminates, they shall have the right jointly and severally to reside at the premises and to use it as their home. My Trustees shall pay all taxes, repairs and maintenance expenses, both to the property and to any major appliance located therein, insurance premiums and alarm system expenses.

The trust shall terminate upon the happening of any of the following events:

1. The death of the last one of the beneficiaries to survive;
2. The failure of the beneficiaries to pay the utilities including but not limited to water, heat, electricity and telephone;
3. The failure of the beneficiaries to use the property as their home; and
4. The vacancy of the property for a period of one hundred twenty (120) consecutive days.

Upon the termination of the trust, the Trustees shall pay all outstanding bills and expenses and distribute the principal of the trust, absolutely and free of trust, to the Town of East Hartford, under the terms and conditions as set forth in Article Fifth herein.

In the event that the Town of East Hartford has not established a park or recreational area under the terms of Article Fifth herein or fails to accept the corpus of this trust as part of said park or recreational area, my Co-Trustees shall sell the

Identifying Signature

Mervin J. Zanner

property and distribute the net proceeds of sale to the Hartford Hospital under the terms and conditions set forth in Article Ninth, Paragraph A.

ELEVENTH

My Co-Trustees shall hold my house and furnishings in Sandisfield, Massachusetts in a trust named the "Jacobs Trust" for the benefit of my cousin, HOWARD F. JACOBS for the following uses and purposes:

Until the death of HOWARD F. JACOBS or until this trust is sooner terminated, my Trustees shall allow HOWARD F. JACOBS to possess the premises rent free. My Trustees shall pay all taxes and insurance premiums for the premises. HOWARD F. JACOBS shall be responsible for all maintenance expenses and utility expenses for the property.

Upon the death of HOWARD F. JACOBS or upon his failure to maintain the property or his failure to pay any utilities, this trust shall terminate and my Trustees shall pay all outstanding bills and expenses of the property and distribute the same to the Town of Sandisfield, Massachusetts in accordance with and under the terms as set forth in Article Eighth herein.

In the event that the Town of Sandisfield, Massachusetts has not established a park or recreational area under the terms of Article Eighth herein or fails to accept the corpus of this trust as part of said park or recreational area, my Trustees shall sell the property and distribute the net proceeds of sale to the Hartford Hospital under the terms and conditions set forth in Article Ninth, Paragraph A.

Identifying Signature

Merwin J. Yanner



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 12, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc *ML*
RE: REFERRAL: Real Estate Acquisition and Disposition Committee

Please refer to the Real Estate Acquisition and Disposition Committee the consideration of town ownership of 192-A Forbes Street, and 10 Chester Street.

The trustees would like to donate both properties to the town of East Hartford.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Date : August 29, 2017

To : Mayor Leclerc

From : Richard Gentile



Re : Chester Street

Attorney Frank Leone represents Brian D. Olivia and Karen G. Six, co-trustees of the Allie D. Olivia Trust. The Trust owns #10 Chester Street and 192-A Forbes Street. These parcels abut a town owned parcel at 53 Chester Street.

I have been informed by Attorney Leone that the trustees would like to gift these parcels to the Town. Kindly ask Chairman Kehoe to add the acceptance of 10 Chester Street and 192-A Forbes Street as a referral to the Real Estate Acquisition and Disposition Committee on the next Council agenda.

Gentile, Richard

From: Frank Leone <fleone@ltnlaw.com>
Sent: Tuesday, April 18, 2017 9:24 AM
To: Gentile, Richard
Subject: RE:

I would say yes

Frank A. Leone
Leone, Throwe, Teller & Nagle
Attorneys at Law
33 Connecticut Boulevard
East Hartford, CT 06128-0225
Tel. 860-528-2145
Fax 860-282-1539
fleone@ltnlaw.com

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From: RGentile@easthartfordct.gov [<mailto:RGentile@easthartfordct.gov>]
Sent: Tuesday, April 18, 2017 9:18 AM
To: Frank Leone <fleone@ltnlaw.com>
Subject: RE:

Good Morning Frank. Would the 10 Chester Street parcel also include the landlocked parcel next to it (192-A Forbes Street)? Looks like it is the same ownership. Rich

From: Frank Leone [<mailto:fleone@ltnlaw.com>]
Sent: Thursday, April 13, 2017 4:50 PM
To: Gentile, Richard
Subject: FW:

Please see attached. Note the Chester Street piece is owned by Brian D. Oliva and Karen G. Six Co-Trustees of the Allie Oliva Trust.

Frank A. Leone
Leone, Throwe, Teller & Nagle
Attorneys at Law
33 Connecticut Boulevard
East Hartford, CT 06128-0225
Tel. 860-528-2145

Fax 860-282-1539
fleone@ltnlaw.com

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From: Diane Peters
Sent: Thursday, April 13, 2017 4:40 PM
To: Frank Leone <fleone@ltnlaw.com>
Subject:

Diane Peters
Legal Assistant
Leone, Throwe, Teller & Nagle
33 Connecticut Boulevard
P.O. Box 280225
East Hartford, CT 06128-0225
Tel. 860-528-2145
Fax 860-282-1539

SCHEDULE A

10 Chester Street
East Hartford, CT

A certain parcel of land situated on the northeasterly side of the junction of Chester Street and Forbes Street and containing sixty-eight one-hundredths (.68) of an acre, more or less, bounded and described as follows:

NORTHERLY: by land now or formerly of Frederick Busiere, one hundred nine (109) feet, more or less;

EASTERLY: by land now or formerly of Florence S. Matte, two hundred thirty-eight (238) feet, more or less;

SOUTHERLY AND
SOUTHWESTERLY by the northerly and northeasterly highway lines of Chester Street and Forbes Street, respectively each in part, a total distance of two hundred forty (240) feet, more or less;

NORTHERLY: by land now or formerly of Paul K. Herman, seventy-two (72) feet, more or less; and

WESTERLY: by land of said Paul K. Herman, one hundred seventeen and fifty one-hundredths (117.50) feet.

Being the same premises designated "Second Piece" in a deed dated March 16, 1955 and recorded in Volume 231 at Page 97 of the East Hartford Land Records.

Town of East Hartford Property Summary Report

10 CHESTER ST

MAP LOT:	47-128	CAMA PID:	2545
LOCATION:	10 CHESTER ST		
OWNER NAME:	SIX KAREN G & / OLIVA BRIAN D		



OWNER OF RECORD

SIX KAREN G &
 OLIVA BRIAN D
 9838 S 6TH ST
 SCHOOLCRAFT, MI 49087



LIVING AREA:	null	ZONING:	R3	ACREAGE:	0.73
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
SIX KAREN G & OLIVA BRIAN D	3436/ 311	06-Dec-2013	\$0.00
OLIVA ALLIE D EST OF C/O KAREN G SIX EXECUTRIX	3279/ 218	25-Nov-2011	\$0.00
OLIVA ALLIE D	448/ 86	01-Jan-1900	\$0.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$8,400.00	IMPROVEMENTS:	\$0.00	LAND:	\$8,400.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$8,400.00	\$0.00	\$8,400.00
2015	\$8,400.00	\$0.00	\$8,400.00
2014	\$8,400.00	\$0.00	\$8,400.00
2013	\$8,400.00	\$0.00	\$8,400.00
2012	\$8,400.00	\$0.00	\$8,400.00

Town of East Hartford Property Summary Report

192-A FORBES ST

MAP LOT:	47-127	CAMA PID:	4463
LOCATION:	192-A FORBES ST		
OWNER NAME:	SIX KAREN G & / OLIVA BRIAN D		



4463 03/26/2016

OWNER OF RECORD

SIX KAREN G &
 OLIVA BRIAN D
 9838 S 6TH ST
 SCHOOLCRAFT, MI 49087



LIVING AREA:	null	ZONING:	R3	ACREAGE:	0.31
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
SIX KAREN G & OLIVA BRIAN D	3436/ 307	06-Dec-2013	\$0.00
OLIVA ALLIE D EST OF C/O KAREN G SIX EXECUTRIX	3279/ 218	25-Nov-2011	\$0.00
OLIVA ALLIE D	549/ 178	06-Aug-2004	\$0.00
OLIVA ALLIE D & ANTONIO	448/ 86	01-Jan-1900	\$0.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$5,500.00	IMPROVEMENTS:	\$0.00	LAND:	\$5,500.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$5,500.00	\$0.00	\$5,500.00
2015	\$5,990.00	\$0.00	\$5,990.00
2014	\$5,990.00	\$0.00	\$5,990.00
2013	\$5,990.00	\$0.00	\$5,990.00
2012	\$5,990.00	\$0.00	\$5,990.00

Town of East Hartford Property Summary Report

53 CHESTER ST

MAP LOT:	46-59	CAMA PID:	2555
LOCATION:	53 CHESTER ST		
OWNER NAME:	TOWN OF EAST HARTFORD		



2555 03/26/2016

OWNER OF RECORD
TOWN OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD, CT 06108



LIVING AREA:	null	ZONING:	R3	ACREAGE:	1.75
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SALES HISTORY

OWNER	BOOK / PAGE	SALE DATE	SALE PRICE
TOWN OF EAST HARTFORD	1350/ 276	08-Oct-1991	\$0.00
STATE OF CONNECTICUT	401/ 117	01-Jan-1900	\$0.00

CURRENT PARCEL ASSESSMENT

TOTAL:	\$7,610.00	IMPROVEMENTS:	\$0.00	LAND:	\$7,610.00
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ASSESSING HISTORY

FISCAL YEAR	TOTAL VALUE	IMPROVEMENT VALUE	LAND VALUE
2016	\$7,610.00	\$0.00	\$7,610.00
2015	\$7,610.00	\$0.00	\$7,610.00
2014	\$7,610.00	\$0.00	\$7,610.00
2013	\$7,610.00	\$0.00	\$7,610.00
2012	\$7,610.00	\$0.00	\$7,610.00

QUIT-CLAIM DEED

STATUTORY FORM

The State of Connecticut, Department of Transportation, Emil H. Frankel, Commissioner, under authority granted by Section 13a-80 of the General Statutes of Connecticut, as revised, acting herein by Robert W. Gubala, Chief Engineer, Bureau of Highways, Department of Transportation, duly authorized, and with the advice and consent of the Office of Policy and Management of the State of Connecticut, and the State Properties Review Board, Grants for Park and Open Space Purposes only, to the Town of East Hartford, a municipal corporation existing under the laws of the State of Connecticut and having its territorial limits within the County of Hartford and State of Connecticut, with QUIT-CLAIM COVENANTS,

That certain parcel of land situated in the Town of East Hartford, County of Hartford and State of Connecticut, on the northeasterly side of Present Forbes Street, containing 1.75 acres, more or less, bounded and described as follows:

SOUTHWESTERLY	- by Present Forbes Street, 48 feet, more or less;
NORTHWESTERLY	- by the intersection of Present Forbes Street and Present Chester Street, 104 feet, more or less;
NORTHERLY	- by Present Chester Street, 450 feet, more or less;
WESTERLY	- by Present Chester Street, 10 feet, more or less;
NORTHERLY AGAIN	- by Present Chester Street, 142 feet, more or less;
EASTERLY	- by land now or formerly of Richard E. Coburn et al, 131 feet, more or less;
SOUTHEASTERLY	- by Present Interstate Route 84, a total distance of 646.24 feet, more or less.

For the State's source of title to the above-described premises, reference is made to acquisitions by the State of Connecticut from Terence Shannon et al, as contained in a Warranty Deed dated August 6, 1945, and recorded in Volume 145 at Page 147 of the East Hartford Land Records; and from Terence Shannon et al, as contained in a Warranty Deed dated March 9, 1948, and recorded in Volume 160 at Page 21 of said land records; and from John F. Shannon et al, as described in a Certificate of Condemnation dated April 29, 1966, and recorded in Volume 401 at Page 117 of said land records.

The above-described premises are conveyed subject to such rights and easements as may appear of record and to any state of facts which an inspection of the premises may show, especially to an easement now or formerly in favor of H.E.L.Co., and a D.R.O.W. in favor of the State of Connecticut (D.O.T.) or its assigns.

All rights of Ingress and Egress are specifically denied, directly to and from Present Interstate Route 84, that 48-foot portion of Present Forbes Street located between and opposite approximate Stations 32+02 and 32+61 right of the base line of Present Forbes Street, and the intersection of Present Forbes Street and Present Chester Street between and opposite approximate Stations 32+61 right of the base line of Present Forbes Street and 11+60 right of the base line of Present Chester Street, from and to the land herein conveyed as more particularly shown on said map.

CONVEYANCE TAX RECEIVED

 State \$ Local \$
Ann R. Frawley

TOWN CLERK OF EAST HARTFORD

Town of East Hartford
42-53-4C

The Town of East Hartford herein agrees to install a five-foot chain link fence, at its own expense, along the non-access highway line of Present Interstate Route 84, and along the above-described 48-foot portion of Present Forbes Street and the intersection of Present Forbes Street and Present Chester Street, hereinabove declared non-access.

The parties hereto understand and agree that the above-described premises are conveyed with the special limitation that said premises shall be used for Park and Open Space Purposes Only; and in the event that said premises are used for any other purpose whatsoever than that specified herein, then said premises shall revert to the State of Connecticut and this Deed shall become null and void.

Reserving unto the State of Connecticut, its successors and assigns, a full and perpetual easement to slope within an area located between and opposite approximate Stations 31+83 and 32+95 right of the base line of Present Forbes Street, as more particularly shown on said map.

For a more particular description of the above-described premises, reference is made to a map to be filed in the East Hartford Town Clerk's Office, entitled: "Town of East Hartford, Map Showing Land Released To Town of East Hartford by The State of Connecticut, Forbes Street-Charter Oak Bridge, (Limited Access Highway), Scale 1"=40', January 1991, Robert W. Gubala, Transportation Chief Engineer-Bureau of Highways." Town No. 42, Project No. 42-53, Serial No. 4-C, Sheet 1 of 1 Sheet.

Signed this 18 day of March, A.D. 1991.

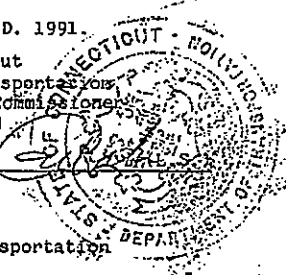
Witnessed by:

Lisa King
LISA S. KING

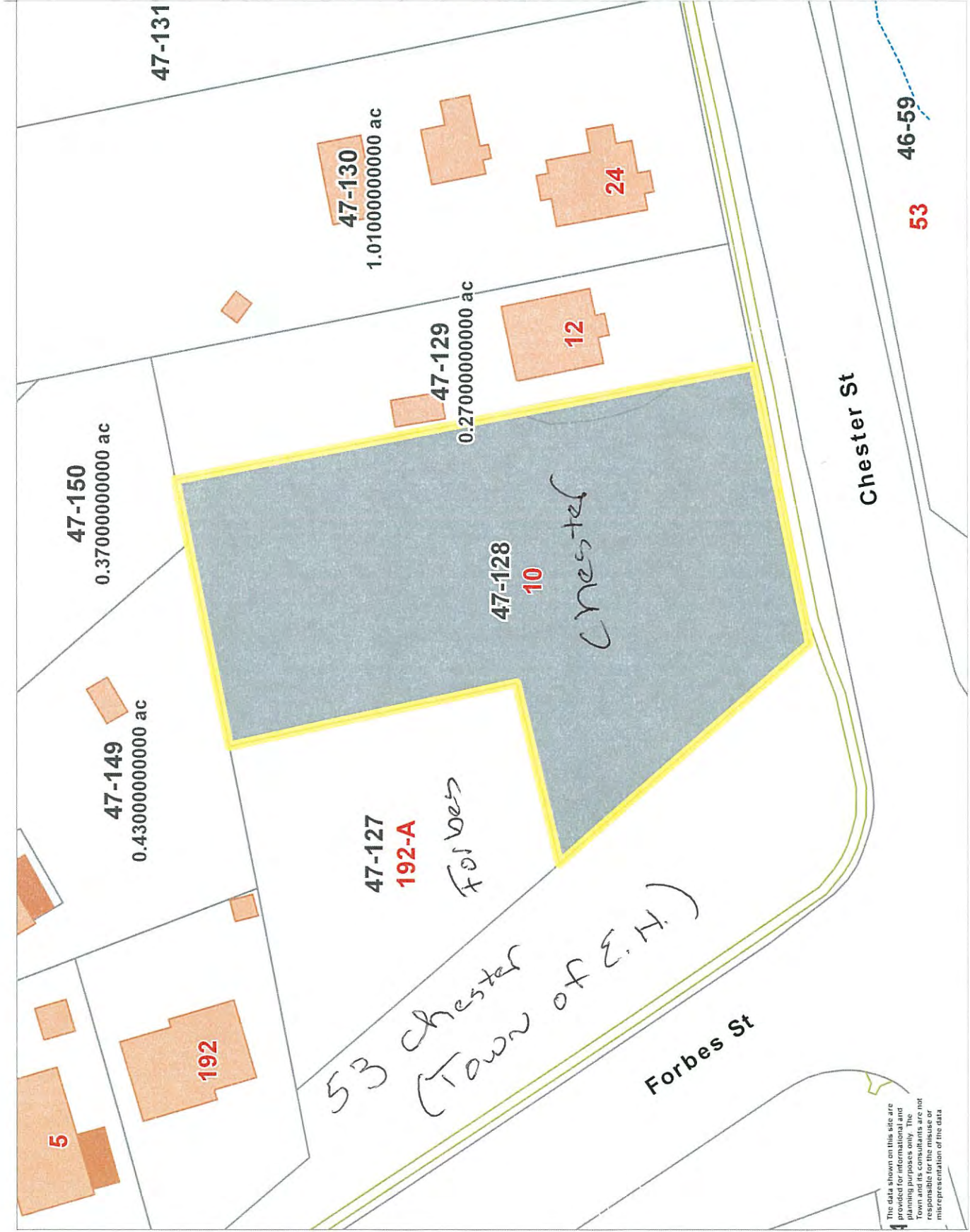
Julius J. Tyminski
JULIUS J. TYMINSKI

State of Connecticut
Department of Transportation
Emil H. Frankel, Commissioner

By Robert W. Gubala
Robert W. Gubala
Chief Engineer
Bureau of Highways
Department of Transportation
Duly Authorized



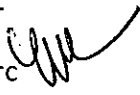
- Town Boundary
- Scrub
- Buildings
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- Cement
- Deck
- Foundation
- Greenhouse
- Tank
- Pavement
- Paved Features
- Driveway
- Road Edge
- Parking Lot
- Sidewalk
- Trail
- Unpaved
- Water Features A/c
- Perennial Stream
- Draining Ditch
- Culvert
- Spillway
- Headwall
- Intermittent Flow Arrow
- Water Features Poly
- Open Water
- Swamp
- Pier
- CT Highways
- Interstate
- US Highway
- State Highway
- Abutting Town Labels
- Abutting Towns
- Streets



The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: September 12, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Ordinance Committee

Please refer the attached proposed revisions of the Town Ordinances concerning violations, property maintenance code, hearing officers, and blight to the Ordinance Committee for review and adoption.

Please place this information on the agenda for the September 19, 2017 meeting.

Thank you.

C: R. Gentile, Assistant Corporation Counsel

Town of East Hartford

Code of Ordinances

Sec. 7-1. Established;
Membership.

**CHAPTER. 7. Building and
Buildings**

Sec. 7-3. Appeals to Board.

CHAPTER 7. BUILDING AND BUILDINGS

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ARTICLE 1. ADMINISTRATION

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DIVISION 1. BUILDING BOARD OF APPEALS

Sec. 7-1. Established; Membership.

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(a) There is established the Building Board of Appeals, consisting of five (5) members, who shall be electors of the town, not more than four (4) of whom shall belong to the same political party. Members shall be appointed so that one member's term expires each year.

(b) Members shall be appointed for a term of five (5) years.

DIVISION 2. HOUSING CODE BOARD OF APPEALS.

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Sec. 7-2. Established; Membership.

There is established the ~~Property Maintenance~~Housing Code Board of Appeals, consisting of five (5) members who shall be electors of the town, not more than three (3) of whom shall belong to the same political party. The members of the ~~Property Maintenance~~Housing Code Board of Appeals shall be appointed so that one member's term expires each year. Thereafter, each member shall serve for a term of five (5) years.

Sec. 7-3. Appeals to Board.

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(a) ~~Except as set forth below.~~ Any person aggrieved by any order, requirement or decision of the Director of Inspections and Permits requiring such person to bring property into compliance with the Housing Code may appeal to the ~~Property Maintenance~~Housing Code Board of Appeals by filing a written notice of appeal with the Board within seven days of the date of such order, requirement or decision. ~~Appeals with respect to citations issued under Section 7-8 of these ordinances shall be governed by the provisions of Section 7-8.~~ (Effective: 2/3/96)

State law reference: As to appointments to boards of appeals, see General Statutes, Section 19-402.

(c) Any person aggrieved by the action of the Building Inspection Division of the Department of Inspections and Permits shall be entitled, upon due written request, to a hearing before the Building board of Appeals, called within a reasonable period of time by its chairman.

The appellant, his representative, the appropriate official of the Town, and any other person whose interest may be affected, shall be given an opportunity to be heard. The

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Sec. 7-4. Building Permit Fees. **CHAPTER. 7. Building and Buildings** Sec. 7-6. Fire Districts.

Board shall confirm, modify or reverse the decision appealed from by a concurring vote of three (3) members. Failure to secure three (3) concurring votes, regardless of the number of Board members present at a hearing, shall be deemed a confirmation of the decision appealed from. Decisions of the Board shall be final.

ARTICLE 2. BUILDING CODE²

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Sec. 7-4. Building Permit Fees.

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Building permit fees shall be provided by the Council in the Schedule of Fees.

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State law reference: As to State building codes' applicability, see General Statutes, Section 19-395e.

Sec. 7-5 Maintenance of Abandoned Buildings.

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(a) any person owning any building or structure in the town shall maintain such building and surrounding property in a clean condition. In the event that such building or structure is abandoned, all doors and windows of such building shall be boarded up with plywood or other materials approved by the Director of Inspections and Permits. Such plywood or other materials shall be securely fastened to the building and shall be painted to prevent deterioration by the elements.

(b) The premises shall be kept free of litter or other refuse, and vegetation shall be kept trimmed as provided in Chapter 20. Failure to comply with this Section shall be deemed to constitute a nuisance.

(c) In the event that the abandoned building or property is not maintained as provided herein, the Town may, after ten (10) day's notice, abate the condition. The costs incurred by the Town in abating the nuisance shall constitute a lien against the property.

(d) Any person owning a building or structure that has been declared unsafe by the Director of Inspections and Permits shall maintain such building in accordance with the requirements of the Connecticut State Building Code and the East Hartford Property Maintenance and Housing Code.

(e) In the event a building is abandoned and left vacant for more than one (1) year, the owner of such building may be notified by the Director of Inspections and Permits to demolish said building within thirty (30) days of notice.

(f) If the owner fails to maintain the building as provided herein, or if the owner fails to demolish the building when ordered by the Director of Inspections and Permits, the Town may, after thirty (30) day's notice, abate the condition. The cost incurred by the Town to abate the nuisance shall constitute a lien against the property and may be assessed against the property pursuant to the provisions of Connecticut General Statutes Section 12-169b.

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Sec. 7-6. Fire Districts.

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Town of East Hartford

Code of Ordinances

Sec. 7-7. Adoption of Property Maintenance Housing Code. **CHAPTER. 7. Building and Buildings**

Sec. 7-7. Adoption of Property Maintenance Housing Code.

For the purpose of the building code of the State of Connecticut, there shall be two (2) fire districts, designated as Fire District No. 1 and Fire District No. 2, and an Outside Fire Limits in the Town of East Hartford, all as described in this Section.

(a) Fire District No. 1 shall comprise the areas housing highly congested business, commercial, manufacturing and industrial uses or in which such uses are developing. The limits of such areas are described as follows:

(1) That area designated in the official Town zoning map as Zones B-4A and 1-3.

(b) Fire District No. 2 shall comprise the areas housing residential uses, together with retail stores, business and amusement centers or in which such uses are developing; and the limits of such areas are described as follows:

(1) That area designated in the official Town zoning map as Zones B-1a, B-1, B-2, B-3, B-4, I-1 and 1-2.

(c) Outside Fire Limits shall comprise all other areas not included in Fire District No.1 and No. 2.

ARTICLE 3. PROPERTY MAINTENANCE CODE

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Sec. 7-7. Adoption of Property Maintenance Housing Code.

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The Town of East Hartford adopts the International Property Maintenance Code, 2003 Edition as the property maintenance code for the Town of East Hartford. The Town Council finds that blighted or unsafe buildings and other structures and premises may pose a threat to the health, safety and general welfare of their occupants and other members of the public, and may reduce the value and unreasonably interfere with the use and enjoyment of properties in the vicinity of such premises. The Town Council also finds that buildings, premises and structures within the Town of East Hartford should not be allowed to become blighted or unsafe or to remain in such a condition.

The Town of East Hartford hereby adopts the International Property Maintenance Code, 2003 Edition as the property maintenance code for the Town of East Hartford. The International Property Maintenance Code, 2003 Edition is adopted pursuant to the authority granted to the Town of East Hartford under Connecticut General Statutes §§7-148(c)(7)(H)(xv), 7-148(c)(7)(A); 7-148(c)(7)(E); 7-148aa; 7-148jj; 7-148o; and 7-152c, and is intended to be enforced as a property maintenance code, a blight ordinance, and a nuisance ordinance.

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The code is intended to protect, preserve and promote public health, safety and welfare; to prevent and control the incidence of communicable disease; and to reduce environmental hazards to health, safety and welfare, insofar as they are affected by the maintenance of residential and nonresidential structures, equipment and premises as provided by this code. This code is further intended to provide minimum standards governing the condition, occupancy and maintenance of occupied and unoccupied premises and establish

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Town of East Hartford

Code of Ordinances

Sec. 7-8. Summons for Violations.

CHAPTER. 7. Building and Buildings

Sec. 7-8. Summons for Violations.

reasonable safeguards for the health, safety and welfare of the occupants and users of said premises, the community and the general public.

The code is also intended to maintain and preserve the public health, welfare and safety of the Town's neighborhoods, and business and industrial areas, and to allow for the remediation of premises where a violation of 7-8 (4) below exists ("blighted premises.")

The code establishes the minimum standards and responsibilities for the maintenance of all premises and delegates administrative responsibility and enforcement powers and creates enforcement procedures.

The code prohibits any person, business entity, owner, tenant, occupier, operator, agent or possessor of real property ("person") from allowing, creating, maintaining, or causing to be created or maintained a blighted premises within the Town.

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Sec. 7-8. Summons for Violations.

Notwithstanding the provision of section 7-7, the provisions of International Property Maintenance Code, 2003 Edition are amended as follows:

- (1) Section 101.1 is amended to read as follows: These regulations shall be known as the Property Maintenance Code of the Town of East Hartford.
- (2) Section 103.5 is amended to read as follows: The fees for activities and services performed by the department under this code shall be as set out in the Fee Schedule.
- (3) Section 106.3 is amended to read as follows: Any person who violates any provision of the Property Maintenance Code shall be subject to a civil penalty fine of not more than one-hundred ninety-nine dollars. Each day that a violation continues after the date in which the violator was given to abate the violation in the notice served on the violator in accordance with section PM-107, shall be deemed a separate offense.

(4) Section 106.4 is amended to read as follows:

- (a) After notice of a violation has been given to the owner and the occupant(s) of the property in accordance with section [PM-] 107, any person who violates the following provisions, which shall constitute-blight as set forth in this Chapter and as contemplated by Connecticut General Statutes Section 7-148(c)(7)(H)(xv). shall be liable for the civil penalties fines as set forth in this section:

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(A) Section 108.1.1 Unsafe structural conditions	\$100
(B) Section 108.1.2 Unsafe equipment	\$100
(C) Section 108.1.3 Unfit for human occupancy	\$100
(D) Section 108.1.4 Unlawful structure	\$100
(E) Section 302 Exterior deterioration	\$ 100 50
(F) Section 304 Exterior structure	\$ 100 50

Town of East Hartford

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Sec. 7-8. Summons for Violations.

CHAPTER. 7. Building and Buildings

Sec. 7-8. Summons for Violations.

- (G) Section 305 Interior structure \$ ~~100~~50
- (H) Section 306 Handrails & Guardrails \$ ~~100~~50
- (I) Section 307 Rubbish & Garbage \$ ~~100~~50
- (J) Section 308.1 Infestation \$ ~~100~~50
- (K) All other violations of the code \$ ~~100~~25

(L) The premises is attracting illegal activity as documented in Police Department records and such illegal activity constitutes a serious threat to the health, safety and welfare of the public \$100

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(M) The premises is a fire hazard as determined by the Fire Marshal or as documented in the Fire Department records and such fire hazard constitutes a threat to the health, safety and welfare of the public \$100

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(N) The premises is a factor creating a substantial and unreasonable interference with the use and enjoyment of other premises within the surrounding area as documented by neighborhood complaints, police reports, the cancellation of insurance on proximate properties; or similar circumstances; or any other exterior condition reflecting a level of maintenance which is not in keeping with community standards or which constitutes a blighting factor for adjacent property owners or occupiers or which is an element leading to a progressive deterioration of the neighborhood. \$100

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(O) The premises are in violation of any of the following provisions Of these Ordinances: \$100

- (i) Chapter 7, Sections 7-5;7-16; or 7:23
- (ii) Chapter 11, Sections 11-2 through 11-5
- (iii) Chapter 13, Article 2
- (iv) Chapter 13, Sections 13-25 through 13-29, and 13-47
- (v) Chapter 16, Sections 16-5 through 16-7, and 16-14 through 16-17a
- (vi) Chapter 17
- (vii) Chapter 18, Sections 18-9 through 18-18, and 18-33;18-36;18-38
- (viii) Chapter 20, Sections 20-1 through 20-3
- (ix) Chapter 21, Sections 21-1 and 21-9

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(b) The Director of Inspections and Permits or designee may issue a citation assessing a civil penalty fine in accordance with the provisions of subsection (a) of this section to any person who has failed to correct a violation within the time specified in a notice issued in accordance with the provisions of section 107. Such citation shall include the following provisions: (1) that the person may pay the fine penalty specified in the citation to the Finance Department within fifteen days of receipt of such citation or service on the property where the violation occurred; (2) the allegations against him and the amount of the fine penalty; (3) that the person may contest liability for the penalty fine before a the Property

Town of East Hartford

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Sec. 7-8. Summons for Violations.

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Sec. 7-8. Summons for Violations.

Maintenance Code ~~Citation Hearing Officer Board of Appeals~~ by delivering, in person or by mail, within ten days of the date of the citation, a written demand for a hearing; (4) that if the person cited does not demand such hearing, an assessment and judgment will be entered against him; and (5) such judgment will issue without further notice.

- (c) If the person who is served such citation wishes to admit liability for any alleged violation, he may, without requesting a hearing, remit the full amount of the civil ~~penalty fine~~, either in person or by mail, payable to the Finance Department. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person or other person making such payment. Any person who fails to pay such ~~penalty fine~~ or demand a hearing shall be deemed to have admitted liability. The ~~Director of Inspections and Permits Tax Collector~~ shall certify such failure to ~~a Property Maintenance Code Citation Hearing Officer who shall thereupon enter and assess the fines, penalties, costs and fees provided for in this Chapter 7 and may follow the procedures of Connecticut General Statutes Section 7-152c (f) and Connecticut General Statutes Section 7-148aa,~~ the Director of Inspections and Permits who may take appropriate action to recover such fines.

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- (d) ~~All notices and hearings under this Chapter 7 shall be given and held, respectively, in accordance with the citation hearing procedures set forth in Connecticut General Statutes Section 7-152c.~~ Any person who requests a hearing shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the mailing of such notice, provided the Property Maintenance Code ~~Citation Hearing Officer Board of Appeals~~ may grant, upon good cause shown, any reasonable request by such person for a postponement of such hearing. The presence of either the Director of Inspections and Permits or the person who issued the citation shall be required at the hearing if so requested by the person named in the citation. Such request must be included with the appeal. A person wishing to contest liability shall appear at the hearing, may present evidence, and may be represented by an agent or attorney. The Director of Inspections and Permits or designee may present evidence on behalf of the Town. If the person who received the citation fails to appear, the Property Maintenance Code ~~Citation Hearing Officer Board of Appeals~~ shall enter an assessment by default against such person upon a finding of proper notice and liability under the applicable provisions of this section. ~~The rules regarding the admissibility of evidence shall not be strictly applied but all testimony shall be given under oath or affirmation. The hearing shall be conducted in accordance with the rules of evidence as established in section 4-178 of the Connecticut General Statutes.~~ The Property Maintenance Code ~~Citation Hearing Officer Board of Appeals~~ shall ~~announce the decision at the end of the hearing and shall~~ render a ~~written~~ decision within ten days of the hearing. If the ~~Property Maintenance Code Citation Hearing Board determines Officer determines~~ that the person who received the citation is not liable, ~~the hearing officer it~~ shall dismiss the matter and enter that determination in writing. If the ~~Property Maintenance Code Citation Hearing Officer Board~~ determines that the person who received the citation is liable for the civil ~~penalties fines~~, the ~~Bea Property Maintenance Code Citation Hearing rd sha! Officer shall~~ assess the civil ~~penalties fines~~ as provided in the citation.

- (e) If the assessment by the Property Maintenance Code ~~Citation Hearing Officer Board of Appeals~~ is not paid to the Tax Collector within ten days of the receipt of the decision by the Board, ~~may apply the the~~ procedures ~~set out in~~ in subsection (f) of section 7-152c of the Connecticut General ~~S~~tatutes, ~~shall apply.~~ ~~The Town of East Hartford may also file a lien on the real estate that is the subject of the penalty(ies) pursuant to the provisions~~

Town of East Hartford

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of Connecticut General Statutes Section 7-148aa.

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(5) Section 107.4 is amended to read as follows: Penalties for noncompliance with orders and notices shall be as set forth in Sections 106.3 and 106.4.

(6) Section 108.1.3 is amended to read as follows: A structure, or part thereof, shall be deemed unfit for human occupancy whenever the code official or the Director of Health or designee finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks adequate ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

(7) Section 109.2 is amended to read as follows: Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official may order that the necessary work be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted. If the owner fails to immediately correct such conditions identified in the order, the code official is empowered to cause such necessary work to be completed in order to abate the emergency.

(8) Section 109.4 is amended to read as follows: Where unsafe conditions exist due to operational failure of essential heating, electrical power or sanitary facilities within an occupied dwelling unit or dwelling and the dwelling unit or dwelling is otherwise suitable for human occupancy, and the owner fails to take immediate action to restore such conditions, the code official shall order restoration of such essential heating, electrical power or sanitary facilities. Costs for such emergency repairs may be paid and recovered in the manner established in section 109.5.

(9) Section 109.5 is amended to read as follows: Costs incurred in the performance of emergency work under sections 109.2, 109.4 and Section 110.3, work done under Section 7.5 of Town of East Hartford Ordinances, and any work related to the inspection, repair, demolition or other disposition of any property in order to secure such or property or to make it safe and sanitary pursuant to the provisions of the Connecticut General Statutes, State of Connecticut or local health, housing, property maintenance codes or regulations, or any provisions of the Town of East Hartford Ordinances, performed by, or on behalf of, the town of East Hartford shall be charged to the owner of the property on which such emergency work was performed. If the costs of the **emergency** work are not paid by the owner of the property, the town may file a lien on such property and the corporation counsel may institute an action in superior court to recover such costs. The Town may also, at its sole discretion, add such expenses as an assessment to the property that is the subject of the work pursuant to the provisions of Connecticut General Statutes Section 12-169b.

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(10) Section 110.2 is amended to read as follows: Notice as required by section 7-22 of The Code of Ordinances shall be served prior to the demolition of any structure more than fifty years old except in the case of imminent danger to the public or major destruction by fire.

(11) Section 110.3 is amended to read as follows: Structures abandoned for more than one year may be ordered demolished pursuant to section 7-5 of The Code of Ordinances.

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CHAPTER. 7. Building and Buildings

Sec. 7-8. Summons for Violations.

(12) Section 111.1 through 111.8, inclusive, is amended to read as follows:

- (a) 111.1 ~~The Mayor shall appoint one or more individuals, other than police officers or employees or persons who issue citations, to act as Property Maintenance Code Citation Hearing Officers to conduct the hearings authorized under this Chapter 7 and Connecticut General Statutes Section 7-152c. Each citation hearing officer shall serve a one year term, or until a successor has been appointed. The Mayor may remove citation hearing officers at any time. There is established a Property Maintenance Code Board of Appeals consisting of five members who shall be electors of the Town. The members of the Property Maintenance Code Board of Appeals shall be appointed so that one member's term expires each year. Thereafter, each member shall serve for a term of five years or until a successor has been appointed.~~
- (b) 111.2 Any person aggrieved by a decision of the code official or a notice or order issued under Section 107 or a citation issued under Section 106 may appeal such decision, notice, order or citation to a the Property Maintenance Code Citation Hearing Officer, Board of Appeals. Such person shall file a written application for appeal within ten seven days after the day the decision, notice or order is received by such person. Such appeal shall be based on a claim that the code has been incorrectly interpreted, the provisions of the code have not been violated, the provisions of the code do not apply or the requirements of the code are adequately satisfied by other means. In appealing a citation issued under Section 106, such person shall file such application In accordance with the provisions of such section.

(13) Code definition of 'code official*' and "rooming house' in section 202 is amended to read as follows: 'code official' shall mean the Director of Inspections and Permits or designee. 'Rooming house shall mean any dwelling unit in which three or more rooms are offered for rent, with or without meals to persons not of the immediate family of the owner.

(14) Section 301.2 is amended to read as follows: The owner of the premises shall maintain the structures and exterior property in compliance with these requirements except as otherwise provided for in sections 19a-358, 47a-7, 47a-11, 47a-51 and 47a-54a of the Connecticut General Statutes.

(15) Section 202 is amended to add the following definitions:

Abandoned: Any structure that has remained vacant and the premises not maintained for a period of at least one year from the date of the notice or order.

Community Standards: The local norms regarding the condition, upkeep, and maintenance by an owner or occupier, as determined by the judgment of a similarly situated reasonable owner or occupier or member of the same neighborhood.

Neighborhood: An area of Town comprised of all premises or parcels of land any part of which is within a radius of 1,000 feet of any part of another parcel or lot within the Town.

Premises: A lot, plot or parcel of land including any buildings and -structures thereon. A premises shall also mean an individual tenancy or dwelling unit within a

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Sec. 7-8. Summons for Violations.

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multiple tenant structure.

(16) Section 302.4 is amended to read as follows: All premises and exterior property shall be maintained free from weeds or excessive grass or plant growth in excess of nine inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and other vegetation provided, however, that this term shall not include cultivated grasses, flowers or gardens. Grass and weeds on vacant properties shall be maintained to a height of not more than ten inches in height for at least ten feet from any property line.

(17) Section 302.7 is amended to read as follows: All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair. On or after September 30, 2002, no person shall erect or replace any fence exceeding four feet in height in the front yard of any residential property in the town. As used in this section, "front yard" shall mean any portion of the property between the street frontage and the residential building but shall not include the side yard or rear yard of residential property that is a corner lot or through lot. Notwithstanding the provisions of this paragraph, a residential property owner may request permission to erect or replace any fence of more than four feet in height but not exceeding six feet in height in such owner's front yard from the Property Maintenance Code Board of Appeals established pursuant to this section. Such application shall be filed with the Director of Inspections and Permits. The Board shall meet to review such request within thirty days of the receipt of the request by the Director of Inspections and Permits. In determining whether to approve such request filed pursuant to this paragraph, the Board shall consider the impact of the fence on the safety of the residents in the neighborhood and the physical, legal, or other reasons, why compliance with the four foot height restriction is a hardship. On or after April 15, 2008, a person may erect a fence consisting of wood, wood composite, metal or plastic coated chain link, polyvinyl chloride or similar hard plastic compound material or such other material approved by the Director of Inspections and Permits. No fence shall consist of tarp, canvas, or similar material. Any slats in between the chain links of a fence shall be of a uniform color pattern and shall be trimmed to grade level and to the top rail of the fence.

(effective 06-03-08)

(18) Section 302.8 is amended to read as follows: Except as provided in subsection (b) of section 21-1 and the zoning regulations of the town of East Hartford, no unregistered motor vehicle shall be parked, kept or stored on any premises and no vehicle shall at any time be kept in a state of disassembly, disrepair or in the process of being stripped or dismantled provided that any vehicle may be repaired if such activity is permitted by a provision of the Code of Ordinance or zoning regulations of the town of East Hartford and such activity is conducted entirely within an enclosed structure.

(19) Section 304.14 is amended to read as follows: During the period from June 1 through October 15, inclusive, every door, window and other outside opening utilized or required for ventilation purposes or egress purposes and capable of being held in an open position serving any structure containing habitable rooms shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch and every swinging door containing screening shall have a self-closing device in good working condition. Screen doors shall not be required where other approved means for excluding insect intrusion are installed and functioning, such as approved air curtains or insect repellent fans.

(20) Section 404.5 and Section 404.6 are amended to read as follows and Section PM-405.6 is

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CHAPTER. 7. Building and Buildings

Sec. 7-8. Summons for Violations.

repealed: Dwelling units shall not be occupied by more occupants than permitted pursuant to Section 19a-358 and Section 47a-54a of the Connecticut General Statutes.

- (21) Section 602.3 is amended to read as follows: Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat to maintain room temperature of not less than 65 degrees Fahrenheit.
- (22) Section 602.4 is amended to read as follows: Every enclosed occupied work space shall be supplied with sufficient heat to maintain a temperature of not less than 65 degrees Fahrenheit during all working hours. Exceptions: (1) Processing, storage and operation areas that require cooling or special temperature conditions; (2) Areas in which persons are primarily engaged in vigorous physical activities; and (3) Areas that meet regulations promulgated by the Occupational Safety and Health Administration.
- (23) Section 702.2 is amended to read as follows: The required width of aisles or corridors shall be in accordance with the International Fire Code and shall be unobstructed. All corridors that serve more than one exit shall provide direct connection to such exits. Permissible length of dead end egress elements shall be in accordance with the maximum requirements of the Connecticut State Fire Safety Code.

(24) Criminal Violations:

a. Except as provided in subsection (b) of this section, any person who, after written notice and a reasonable opportunity to remediate blighted conditions, willfully violates any regulation adopted pursuant to subparagraph (H)(xv) of subdivision (7) of subsection (c) of section 7-148 of the Connecticut General Statutes, concerning the prevention and remediation of housing blight, shall be fined by the state not more than two hundred fifty dollars for each day for which it can be shown, based on actual inspection of the property on each such day, that the blighted conditions continued to exist after written notice to the owner or occupant as provided in this section, and the expiration of a reasonable opportunity to remediate. This subsection is designated as a violation pursuant to Connecticut General Statutes Section 53a-27. No person shall be found guilty of a criminal violation pursuant to the terms of this subdivision and a civil penalty pursuant to Section 7-8 (4) hereof for the same occurrence.

b. Any person who is a new owner or new occupant shall, upon written request, be granted a thirty-day extension of the notice and opportunity to remediate provided pursuant to subsection (a) of this section. For the purposes of this section, "new owner" means any person or entity who has taken title to a property within thirty days of the notice, and "new occupant" means any person who has taken occupancy of a property within thirty days of the notice.

(25) Complaints:

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Town of East Hartford

Code of Ordinances

Sec. 7-8 a. Withhold Building Permits on Delinquent Tax Property.

CHAPTER. 7. Building and Buildings

Sec. 7-12. License Required; Application; Issuance; Display.

Any individual, civic organization, municipal agency, or Town Employee may file a complaint of violation of this code with the Mayor or the Director of Inspections and permits or his/her designee. Complaints may be investigated and enforced in the discretion of the Director of Inspections and Permits.

Voted: 06-19-07
Published: 06-26-07
Effective: 07-17-07

Sections 7-9 through 7-11, inclusive, section 7-13, sections 7-17 through 7-18, inclusive, and Sections 19-1 through 19-123, inclusive, of the Town of East Hartford Code of Ordinances were originally repealed on May 31, 2001.

Sec. 7-8 a. Withhold Building Permits on Delinquent Tax Property.

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- a. No building permit shall be issued by the Director of Inspections and Permits or designee until: (1) the Director or designee determines that taxes, interest and lien fees on the property for which the Building Permit would be issued are current; or (2) if taxes are delinquent, (A) the Collector of Revenue or designee has informed the Director in writing that the owner of such property has entered into a delinquent tax repayment plan approved by the Collector of Revenue; or (B) the Director of Inspections and Permits certifies in writing that the construction, repair or improvement described in such permit will address a health or safety emergency affecting the occupants of the building that is the subject of the permit.
- b. As used in the section, "building permit" shall include a building permit, certificate of occupancy, electrical permit, mechanical permit, and all other permits and certificates issued by the Director of Inspections and Permits or designee under the State of Connecticut Building Code.

Voted: 02-19-13
Published: 02-26-13
Effective: 03-19-13

Sec. 7-12. License Required; Application; Issuance; Display.

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(a) No person shall operate a rooming house, hotel, motel or motor hotel unless he holds a valid rooming house license issued by the Director of Inspections and Permits, or his authorized agent, in the name of the operator and for the specific rooming house, hotel, motel, motor hotel or rooming unit. The operator shall apply to the Director of Inspections and Permits for such license, which shall be issued upon compliance by the operator with the applicable provisions of the Housing Code.

(b) The license shall be displayed in a conspicuous place on the premises at all times.

Town of East Hartford

Code of Ordinances

Sec. 7-14. License Non-Transferable; Ownership Transfer.

CHAPTER. 7. Building and Buildings

Section 7-20. Bond and Insurance Requirements.

[Section 7-13 has been repealed effective 5-31-01]

Sec. 7-14. License Non-Transferable; Ownership Transfer.

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No license shall be transferable. Every person holding such a license shall give notice in writing to the Director of Inspections and Permits within twenty-four hours after having sold, transferred, or otherwise disposed of, ownership, interest in, or control of any rooming house, hotel, motel, or motor hotel. Such name shall include the name and address of the person succeeding to the ownership of control of such business.

Sec. 7-15. License Term; Fee.

(a) Every rooming house license shall expire at the end of two years following the date of issuance, unless sooner suspended or revoked as hereinafter provided.

(b) The fee for such license shall be as provided by the Council in the Schedule of Fees.

Sec. 7-16. Notice of Violations.

Whenever, upon inspection of any rooming house, conditions or practices are found to exist which are in violation of any provision of the Housing Code, a notice shall be given in writing to the operator of such rooming house, stating that unless such conditions or practices are corrected within a reasonable period as determined by the Department of Inspections and Permits, the operator's license will be suspended.

[Sections 7-17 through 7-18, inclusive, have been repealed effective 05-31-01]

ARTICLE 4. MOVING OF BUILDINGS OVER STREETS, ETC.4

Sec. 7-19. Permit Required.

It shall be unlawful for any person to move any building or any part of a building through, across or upon any street, highway or sidewalk without first having obtained a written permit from the Director of Public Works and written approval from the Chief of Police. Application for a permit shall be made upon a form provided by the Director of Public Works and shall contain such information as may be required by him to ascertain that moving the building or part thereof will not endanger the public and town, or public or private property, and will not unduly inconvenience the public's right to use streets, highways and sidewalks.

Effective: 5/24/91

⁴State law reference: As to moving buildings, see Section 117 of the Building Code.

Town of East Hartford

Code of Ordinances

Section 7-20. Bond and Insurance Requirements.

CHAPTER. 7. Building and Buildings

Sec. 7-22. Demolition of Structures More Than Fifty Years Old; Permit; Fee.

Section 7-20. Bond and Insurance Requirements.

(a) The Director of Public Works shall require such applicant for a building moving permit to deliver a Performance Bond to secure the Town against any damages suffered by town-owned property as a result of the moving of a building, or any part thereof, prior to issuing such permit. The bond shall also secure the Town against breach by the applicant of any of the conditions set out in the permit.

(b) Such bond shall be issued by an insurance carrier licensed to do business in the state for the amount required by the Director of Public Works.

(c) The Director of Public Works shall require the applicant to submit a Certificate of Insurance, naming the Town as an additional insured party, indicating that the applicant has obtained a Comprehensive General Liability (CGL) insurance policy with a \$2,000,000 per occurrence limit to cover any injury to persons (including death) and/or damage to public or private property caused by the moving of a building or part thereof. The applicant shall also provide written evidence that it has procured automobile liability insurance with a limit of not less than \$1,000,000 per occurrence, as well as written evidence that it has procured Workers' Compensation insurance coverage.

(d) The Bond, Certificate of Insurance, and all other evidence of insurance shall be reviewed and approved by the Town's Finance Director or his/her designee in writing prior to the issuance of the building moving permit.

(e) Each and every applicant for a permit shall, prior to receiving same, sign and deliver to the Director of Public Works, on a form provided by the Director, a Hold Harmless and Indemnification Agreement to protect the Town against claims and demands from injured parties.

Effective: 5/24/91 (all of 7-20)

Sec. 7-21. Notice Required.

(a) Upon the issuance of the moving permit, the Director of Public Works shall notify the Chief of Police and Fire Department as to the route to be taken and the time.

(b) The permittee shall notify the telephone and electric company of such moving.

ARTICLE 5. DEMOLITION OF STRUCTURES.

Sec. 7-22. Demolition of Structures More Than Fifty Years Old; Permit; Fee.

(a) No person shall demolish a building or structure located within the town that is larger than five hundred (500) square feet and more than fifty (50) years old without first obtaining a permit from the Department of Inspections and Permits.

(b) The permit shall be issued upon completion by the applicant of the following requirements:

(1) Filing of a notice of intent to demolish with the Department of Inspections and Permits stating the address of the building, along with a description.

Town of East Hartford

Code of Ordinances

Sec 7-23. Building Code.

CHAPTER. 7. Building and Buildings

Sec 7-23. Building Code.

- (2) Within ten (10) days of filing, the applicant shall post on the property upon which the building to be demolished is located, in a conspicuous place for at least thirty (30) consecutive days, a sign provided by the Department of Inspections and Permits.
- (3) A waiting period of sixty (60) days after the filing of the notice of intent to demolish.
- (c) The Director of the Department of Inspections and Permits shall maintain on file a list of all parties, along with their address, who are interested in receiving notice of the filing of an intent to demolish. The Director may notify these parties by mail within five (5) days of the filing of a notice of intent to demolish.
- (d) The fee for a demolition permit pursuant to this section shall be as provided by the Town Council in the Schedule of Fees.
- (e) The permit shall be good for one (1) year

Effective: 11/17/82

Chapter 7 BUILDING

Article 6. ADOPTION AND ADMINISTRATION OF BUILDING CODE

Sec 7-23. Building Code.

- (a) The state of Connecticut Building Code, as amended from time to time, is hereby adopted as the Town of East Hartford Building Code. The Director of Inspections and Permits and his designees shall administer and enforce the provisions of such Code.
- (b) All buildings and other structures shall be constructed, altered or repaired in strict compliance with the requirements of the Town's Building Code, as amended from time to time.
- (c) No building or other structure shall be constructed, altered or repaired unless and until the construction, alteration or repair has been approved by the Director of Inspections and Permits and authorized by such Director through the issuance of a written permit authorizing the construction, alteration or repair of such building or structure upon payment of the fee established by the Town Council. Such permit shall be prominently displayed on the structure being constructed, altered or repaired at all times while work is in progress.
- (d) Failure to secure a building permit before commencing the construction, alteration or repair of a building or other structure shall subject the owner of such structure to a surcharge of ninety-nine dollars which shall be added to the building permit fee authorized by the Town Council, provided such surcharge may be waived if the owner applies for such permit prior to receipt of the notice issued pursuant to sub-section (e) of this section.

Subsection (d) effective 04-17-02

- (e) An owner of a structure being constructed, altered or repaired without a valid permit shall apply for such permit within five working days of his receipt of a written notification from the Director of Inspections and Permits that he must apply for and receive a building permit in order to continue the construction, alteration or repair of such structure.
- (f) Any owner of a structure who fails to apply for a building permit within the time set out in sub-section (e) above, shall be fined not more than ninety-nine dollars for each day on which the

construction, alteration or repair of such structure remains in violation of this Chapter.

Voted: 6-20-95
Published: 6-30-95
Effective: 7-21-95

(g) As used in this section, a "master building permit" shall authorize the holder of such permit to conduct any activity for which a building permit pursuant to subsection (c) of section 7-23 of the town ordinances is required except that such master building permit shall not apply to (1) new construction of any building or structure; or (2) renovation to an existing building or structure that would involve a change in the use of such building or structure or allow for additional occupancy of a portion of such building or structure by fifty or more individuals.

(h) A master building permit may be issued to an owner of any property on which a structure or structures of more than two hundred and fifty thousand square feet, singly or in aggregate, are located who (1) has designated as his master building permit agent a person licensed as a building inspector or assistant building inspector pursuant to subsection (a) of section 29-262 of the Connecticut General Statutes to review plans and inspect construction; (2) keeps records of all documents and information concerning such construction and files original documents with the Director of Inspections and Permits; (3) agrees to file with the Director of Inspections and Permits, for information purposes, a detailed schedule containing plans, details and other information on any such construction conducted pursuant to the master building permit; and (4) pays the application fee established for a master building permit as set by the town council.

(i) The Director of Inspections and Permits may issue a master building permit to any owner who applies for such permit and who submits evidence that the person meets the criteria as set forth in subsection (b) of this section. The master building permit shall be valid for a period of one year from the date of issuance. The Director may revoke such permit if (1) the owner or his master building permit agent misrepresents any information filed pursuant to this section; (2) the Director conducts a performance review of such permitted activity and finds significant violations of the building code; (3) the master building permit agent is determined by the Director of Inspections and Permits to be unqualified or unable to perform the administrative or technical responsibilities of the position or (4) the owner fails to pay the permit fee for the work submitted with each activity report filed pursuant to subsection (e) of this section.

(j) Upon the termination or resignation of the master permit agent or where the master permit agent is unable or unwilling to discharge the duties and responsibilities of the master permit agent, the owner shall designate another master permit agent who is licensed as a building inspector or assistant building inspector pursuant to subsection (a) of section 29-262 of the Connecticut General Statutes and shall notify the Director of Inspections and Permits of such designation.

(k) Any owner to whom a master building permit has been issued shall file an activity report, not less than every three months from the date of issuance of the permit, with the Director of Inspections and Permits. Such report shall list activities conducted pursuant to the permit and containing a certification by the master building permit agent that such activities are conducted in accordance with applicable building codes and state law. Such report shall include any inspections or reviews of construction under the master building permit conducted by the town fire marshal or such other fire marshal authorized by law to conduct such inspections or reviews. The Director shall review such report and conduct inspections of such activities as the Director deems necessary.

Sec. 7-24. Intent and Purpose. **CHAPTER. 7. Building and Buildings** Sec. 7-26. Enforcement...

- (l) The Town Council shall establish an application fee for a master building permit. The Town Council shall also establish a fee for work performed pursuant to this section which may be less than the building permit fee charged for such activity if it was not performed pursuant to a master building permit. The master building permit application fee amount shall be credited against such fees.

Voted: 03-18-03
Published: 03-25-03
Effective: 04-15-03

Chapter 7. BUILDING

Article 7. DEMOLITION OF HAZARDOUS BUILDINGS AND STRUCTURES

Sec. 7-24. Intent and Purpose.

The intent of this ordinance is to protect the public health, safety and welfare by eliminating physical conditions in or on buildings and other structures which constitute hazards to the life, health or safety of persons in, on or near buildings and structures where hazardous conditions exist

Sec. 7-25. Definitions.

A hazardous building or structure is one which meets one or more of the following criteria:

1. has one or more unsanitary conditions) which constitute a hazard to health or safety due to inadequate maintenance, dilapidation, neglect or abandonment, or due to the lads of proper sanitation or
2. has one or more structural defect(s) which render the structure unsafe or unsound; or
3. has one or more physical condition(s) which is or are potentially dangerous, detrimental or hazardous to the life, health or safety of persons on or near the building or structure

Sec. 7-26. Enforcement.

(a) The Director of Inspections and Permits of the Town of East Hartford, or his designees, shall be responsible for the enforcement of this ordinance. He shall:

- (1) determine, after conducting an inspection, that the building and/or structure is hazardous as defined in section 2 above;
- (2) after having determined that the building is hazardous, issue an order to repair or demolish and give written notice of such determination and order to the owner or owners of the building, as well as to all other persons shown as having an interest in the building by the land records of the Town of East Hartford. Such notice shall also direct the owner or owners of the structure and other recipients of such notice to appear before him within fourteen calendar days from the date shown on the notice to show cause why the structure should not be repaired by the owner or owners or be repaired or demolished by the Town.

Town of East Hartford

Code of Ordinances

Sec. 7-27. Appeal.

CHAPTER. 7. Building and Buildings

Sec. 7-29. Provisions of Other Ordinances, Regulations, Codes or Statutes.

(3) if good cause is not shown, hold a public hearing to hear testimony from the owner or owners of the structure and/or from other recipients of the notice, as well as testimony from owners of property which abut the subject structure and from other members of the public, as well as from Town officials such as the Health Director, Chief of Police, Fire Chief and others as to the condition of the structure.

(b) The Director of Inspections and Permits shall thereafter, no later than fourteen calendar days from the date of the public hearing, issue, modify or revise his order, as the facts may require, to the owner or owners of the building, provided that an order to repair or demolish said building or structure shall be complied with within thirty calendar days from the date of such reissued order.

Sec. 7-27. Appeal.

(a) The owner or owners of the building or structure, may appeal an order issued by the Director of Inspections and Permits in writing to the Building Code Board of Appeals within ten calendar days from the date of such order. Copies of such appeal shall be served upon the Town's Corporation Counsel and the Director of Inspections and Permits.

(b) The Building Code Board of Appeals shall thereafter conduct a hearing on such appeal no later than ten calendar days from the date of its receipt of the appeal. Upon conclusion of such hearing, the Building Code Board of Appeals may issue a decision upholding the order issued by the Director of Inspections and Permits or an order which vacates or modifies the Director's order.

Sec. 7-28. Demolition and Recovery of Costs.

If the owner or owners of the building or structure fail to comply with the order provided for in Section 3.(a)(2). above, including such modifications as may result from the appeal process provided in Section 4, within thirty calendar days from the date of the decision issued by the Building Code Board of Appeals, the Director of Inspections and Permits shall cause such building or structure to be repaired or demolished, as provided for in the order, and shall notify the Corporation Counsel's Office of the cost of such repairs or demolition. The Corporation Counsel shall thereafter cause such costs and a processing fee of five-hundred dollars to be charged against the building or structure, or against the land on which the building or structure exists or existed as a municipal lien or as a benefit assessment, or to be recovered in a suit against the owner or owners and parties having an interest in such building or structure or land.

Sec. 7-29. Provisions of Other Ordinances, Regulations, Codes or Statutes.

The provisions of this ordinance shall be supplemental to existing municipal ordinances dealing with housing and/or public health, and shall not limit the provisions of other local, state or federal codes, regulations or statutes as they may apply. If any clause or provision of this ordinance shall conflict with any clause or provisions of any other ordinance or other local, state or federal code, regulations or statute, the more stringent provision shall apply.

Voted: 10-17-95

Town of East Hartford

Code of Ordinances

Sec. 7-29a. Identification of Landlords

CHAPTER. 7. Building and Buildings

Sec. 7-30. Authority.

Published: 10-27-95
Effective: 11-18-95

Sec. 7-29a. Identification of Landlords

The Town of East Hartford hereby adopts the provisions of Public Act 05-223 requiring non-resident property owners of any rental dwelling unit to file their current residential address with the Director of Inspections and Permits. The Director of Inspections and Permits may issue a citation and assess a civil penalty of two hundred fifty dollars for the first violation and one thousand dollars for any subsequent violation of such filing requirement to any non-resident owner of any occupied or vacant rental dwelling unit who fails to comply with a written request by such director to comply with the provisions of section 1 of Public Act 05-223 within twenty days of the date of such request. Any citation issued under this section may be served by certified mail or by abode service at the property located within the town of East Hartford owned by such non-resident owner.

Voted: 11-22-05
Published: 11-29-05
Effective: 12-20-05

ARTICLE 8. ORDINANCE ESTABLISHING CITATION PROCEDURES AND FINES FOR ZONING VIOLATIONS.

Sec. 7-30. Authority.

(a) The Zoning Enforcement Officer, or his designee, is hereby authorized to issue citations for violations of the Zoning Regulations of the Town of East Hartford to the extent and in the manner provided in this section.

(b) Citations may be issued for the following violations of the zoning regulations, and the amount of the civil fine for each violation shall be as follows:

<i>Nature of Violation</i>	<i>Amount of Civil Fine</i>
Construction or alteration of any building Or structure without a special use permit	\$150.00
Failure to comply with site location Requirements	\$150.00
Excavation, grading, filling and/or removal Of soil and other earth products without a permit	\$150.00
Conducting an unauthorized non-residential use in A residential zone	\$100.00
Failure to comply with visibility requirements at Street intersections	\$100.00
Failure to comply with requirements for outdoor Display, exhibit or storage of motor vehicles	\$ 50.00
Failure to comply with buffer strip requirements	\$ 50.00

Town of East Hartford

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Sec. 7-30. Authority.

CHAPTER. 7. Building and Buildings

Sec. 7-30. Authority.

Construction of a vehicular way of access servicing A business or industrial use through a residential Zone or buffer strip	\$ 50.00
Failure to comply with signage requirements	\$ 25.00
Failure to comply with requirements for coverage And parking of major recreation equipment and Tractor/trailers and trucks	\$ 25.00
Failure to comply with alcoholic liquors requirements	\$150.00
Failure to comply with off-street parking and loading Requirements	\$ 25.00
Failure to comply with yard requirements as set forth In zoning regulations	\$ 25.00
Failure to comply with requirements for maximum Lot coverage as set forth in zoning regulations	\$ 25.00

(c) Any such citation maybe (1) personally served on the person named in the citation; (2) served by certified mail, return receipt requested, to the person named in such citation or; (3) served on the property where the zoning violation has occurred. The Zoning Enforcement Officer shall maintain an original or certified copy of the citation.

(d) Such citation shall include the following provisions: (1) that the person may pay the fine specified in the citation to the Tax Collector within fifteen days of receipt of such citation or service on the property where the violation occurred; (2) the allegations against him and the amount of the fines; (3) that the person may contest liability before a Hearing Officer appointed by the Mayor as provided in subsection (h) of this section, by delivering, in person or by mail, within ten days of the date of the notice, a written demand for a hearing; (4) that if the person cited does not demand such a hearing, an assessment and judgment will be entered against him; and (5) such judgment will issue without further notice.

(e) If the person who is served such citation wishes to admit liability for any alleged violation, he may, without requesting a hearing, remit the full amount of the civil fine, either in person or by mail, payable to the Town of East Hartford - Tax Collector. Such payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of such person or other person making the payment. Any person who fails to pay such fine or demand a hearing shall be deemed to have admitted liability, and the Zoning Enforcement Officer shall certify such failure to the Hearing Officer. The Hearing Officer shall thereupon assess the civil fines provided for in the citation.

(f) Any person who requests a hearing shall be given written notice of the date, time and place for the hearing. Such hearing shall be held not less than fifteen days nor more than thirty days from the date of the mailing of such notice, provided the Hearing Officer may grant upon good cause shown any reasonable request by such person for a postponement. The presence of either the Zoning Enforcement Officer or the person who issued the citation shall be required at the hearing if so requested by the person named in the citation. Such request must be included with the appeal. A person wishing to contest liability shall appear at the hearing and may present evidence in his behalf, and may be represented by agent or attorney. The Zoning Enforcement Officer or his designee may present evidence on behalf of the Town. If the person who received the citation fails to appear, the Hearing Officer may enter an assessment by

Town of East Hartford

Code of Ordinances

Sec. 7-30. Authority.

**CHAPTER. 7. Building and
Buildings**

Sec. 7-30. Authority.

default against him upon a finding of proper notice and liability under the applicable provisions of the Zoning Regulations. The hearing shall be conducted in accordance with the rules of evidence as established in Connecticut General Statutes 54-178. The Hearing Officer shall render a decision within ten days of the hearing. If the Hearing Officer determines that the person who received the citation is not liable, he shall dismiss the matter and enter that determination in writing accordingly. If the Hearing Officer determines that the person who received the citation is liable for the violation, he shall assess the fines against such person as provided in the citation.

(g) If the assessment by the Hearing Officer is not paid to the Tax Collector within ten days of the decision of the Hearing Officer, the procedures set out in Connecticut General Statutes §7-152(f) shall apply.

(h) The Mayor shall appoint one or more citation Hearing Officers to conduct the hearings provided in subsection (f) of this section. Neither the Zoning Enforcement Officer, the Building Inspector nor any employee of the Town who exercises *zoning* authority maybe appointed as a Hearing Officer.

Voted: 9-16-97
Printed: 9-25-97
Effective: 10-17-97

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
Police Department

TELEPHONE
(860) 528-4401

SCOTT M. SANSOM
CHIEF OF POLICE

31 School Street
East Hartford, Connecticut 06108-2638

FAX (860) 289-1249

www.easthartfordct.gov

August 31, 2017

Richard F. Kehoe, Chairman
East Hartford Town Council
740 Main Street
East Hartford, CT 06108

**Re: Outdoor Amusement Permit Application -
“Annual Fall Fest”**

Dear Chairman Kehoe:

Attached please find a copy of the amusement permit application submitted by the **East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**. The applicant seeks to conduct the **Annual Fall Fest on the Town Green** on **Sat., October 7, 2017, from 10 AM – 3 PM** with music during the same date and times. This family oriented event consists of **musical entertainment, pony rides, petting farm, inflatables**, children’s activities, arts & crafts, pumpkin painting, contests, civic group booths, commercial vendors and food vendors.

Rain date: Sunday, October 8, 2017 with the same hours.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, Public Works Departments and the Offices of the Corporation Counsel and Finance.

The **Offices of Corporation Counsel and Risk Management** approve the application as submitted.

The **Fire Department** recommends approval of the application and states that the event will require a pre-inspection after set-up. **The anticipated cost to the Department is \$220.00.**

The **Health Department** recommends the application be approved provided that all temporary food service permit applications be submitted to the Health Department at least two (2) weeks prior to the event. It further states that **anticipated costs to the department are unknown at this time.**

The **Parks & Recreation Department** approves the application as submitted and state **there are no anticipated costs to their Departments for this event.**

The **Public Works Department** approves the application and states that the anticipated cost to the department is **\$1,500.00.**

The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- The site is suitable for the outdoor amusement, the expected crowds are of small to moderate size, and the area has sufficient parking available.
- **There are no anticipated costs to the Department for this event.**

Respectfully submitted for your information.

Sincerely,

A handwritten signature in blue ink that reads "Scott M. Sansom". The signature is written in a cursive style with a long horizontal flourish at the end.

Scott M. Sansom
Chief of Police

Cc: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

OUTDOOR AMUSEMENT PERMITS
31 SCHOOL STREET
EAST HARTFORD, CT 06108-2638
(860) 528-4401

OUTDOOR AMUSEMENT PERMIT APPLICATION



Scott M. Sansom
Chief of Police

THIS APPLICATION IS DUE NOT LESS THAN 30 DAYS PRIOR TO THE EVENT APPLIED FOR

1. Name of Event:
Annual Fall Fest
2. Date(s) of Event:
Saturday, October 7, 2017; rain date is Sunday, October 8, 2017
3. Applicant's name, home & work phone numbers, home address, and e-mail address (NOTE: If applicant is a partnership, corporation, limited liability company, club or association give the full legal name of the Applicant) :
East Hartford Parks & Recreation Department, 50 Chapman Place, East Hartford, CT 06108, 860-291-7164, Kristine Vincent, Assistant Director
4. If Applicant is a partnership, corporation, limited liability company , club, or association, list the names of all partners, members, directors and officers AND provide their business address.
East Hartford Parks & Recreation Department, 50 Chapman Place, Esat Hartford, CT 06108, c/o Theodore Fravel, Parks & Recreation Director.
5. List the location of the proposed amusement: (Name of facility and address)
East Hartford Town Green, 1047 Main St. across from 50 Chapman Place
6. List the dates and hours of operation for each day (if location changes on a particular day, please list):
Sat, Oct 7, 2017, 10:00AM-3:00PM, Set-up starts 7:00AM. Same times for 10/8.
7. Provide a detailed description of the proposed amusement:
Family-oriented event consisting of musical entertainment, pony rides, petting farm, inflatables, amusements, children's activities, arts & crafts, pumpkin painting, contests, civic group booths, commercial vendors, food vendors.

8. Will music or other entertainment be provided wholly or partially outdoors?

Yes No

a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? 10:00 AM - 3:00 PM

9. What is the expected age group(s) of participants?

Infants to 70 years of age and older. Predominant age range is 3 - 11 years.

10. What is the expected attendance at the proposed amusement:

(If more than one performance, indicate time / day / date and anticipated attendance for each.)

2,000 people are anticipated to attend.

11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:

a. Crowd size impact:

Crowd size varies throughout the day. Event is contained in the park.

b. Traffic control and flow plan at site & impact on surrounding / supporting streets:

Normal traffic pattern is expected with an increase in traffic volume.

c. Parking plan on site & impact on surrounding / supporting streets:

Parking at the Community Cultural Center, adjacent street and public areas.

d. Noise impact on neighborhood:

Noise is not expected to be disruptive to the neighborhood.

e. Trash & litter control plan for the amusement site and surrounding community during and immediately after the proposed amusement:

Parks Maintenance personnel will provide trash clean-up throughout the event.

f. List expected general disruption to neighborhood's normal life and activities:

There will be more foot and vehicle traffic than on a typical Saturday.

g. Other expected influence on surrounding neighborhood:

The event will attract people to Town's Central Business District.

12. Provide a detailed plan for the following:

a. Accessibility of amusement site to emergency, police, fire & medical personnel and vehicles:

Emergency personnel will have access to the event site.

b. Provisions for notification of proper authorities in the case of an emergency:

Cell phones and two-way radios will be used in the event of an emergency.

c. Any provision for on-site emergency medical services:

No.

d. Crowd control plan:

Park rangers will assist in crowd control and providing parking directions.

e. If on town property, the plan for the return of the amusement site to pre-amusement condition:

Parks Maintenance personnel will clean the area at the event's conclusion.

f. Provision of sanitary facilities:

Portable sanitary facilities located in the park, lavatories in adjacent EHCCC.

13. Will food be provided, served, or sold on site:

Food available Yes No AND contact has been made with the East Hartford Health

Department Yes No.

14. Does the proposed amusement involve the sale and/or provision of alcoholic beverages to amusement attendees,

Yes No Alcoholic beverages will be served / provided.

If 'YES', describe, in detail, any and all arrangements and what procedures shall be employed:

- a. For such sale or provision,

- b. To ensure that alcohol is not sold or provided to minors or intoxicated persons.

Check if copy of the liquor permit, as required by State law, is included with application.

15. Include any other information which the applicant deems relevant (ie: time waivers and fee waiver requests should go here):

CGS Sec. 53a-157. False Statement: Class A Misdemeanor.

A person is guilty of False Statement when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true and which statement is intended to mislead a public servant in the performance of his official duties.

- a. False Statement is a Class A Misdemeanor.

- b. The penalty for a Class A Misdemeanor is imprisonment for a term not to exceed one (1) year, or a fine not to exceed \$1,000, or both a fine and imprisonment.

I declare, under the penalties of False Statement, that the information provided in this application is true and correct to the best of my knowledge:

Kristine Vincent

(Legal Name of Applicant)

Kristine Vincent

8/15/17

(Applicant Signature)

(Printed Name)

(Date Signed)

Assistant Director Park & Rec

(Capacity in which signing)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Certificate of Alcohol Liability Included:

YES

NO } N/A

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Paul Frank
Employee Number: 9019
Date & Time Signed: Aug 16, 2017 9 : 05 AM ~~PM~~
Time remaining before event: 30 days.

If roads or sidewalks will be closed to public use as a result of this event the applicant must comply with signage requirements per Section 5-4 and present a signed affidavit attesting to this at the Town Council meeting.

Fire Dept



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **October 7, 2017** Rain date: **October 8, 2017**
Event: **Annual Fall Fest**
Applicant: **East Hartford Parks & Recreation Department by Kristine Vincent, its Assistant Director**

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed and the following recommendation is made:

- 1. the application be approved as submitted.
 - 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____ 220 _____

William Perez, Assisatnt Fire Chief August 23, 2017
Signature _____ Date

Comments:

The event will require a fire inspection after set-up.

Health Dept



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Marcia A. Leclerc
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 - 3. the application be disapproved for the reason(s) set forth in the attached comments.
-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
- Anticipated Cost(s) if known \$ _____ unknown at this time _____

Michael T. O'Connell 08/21/17
Signature _____ Date

Comments:

Approval recommended provided that all temporary food service permit applications must be submitted to the Health Dept. at least two weeks prior to the event.



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
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(860) 528-4401



Marcia A. Leclerc
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-
- Fire Department
 - Health Department
 - Parks & Recreation Department
 - Public Works Department
 - Corporation Counsel
-
- Anticipated Cost(s) if known \$0.00

Ted Fravel _____ 8/31/17
Signature Date

Comments:



Scott M. Sansom
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
(860) 528-4401



Marcia A. Leclerc
Mayor

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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Anticipated Cost(s) if known \$ \$1,500

Signature

8/30/17

Date

Comments:

Frank, Carol

From: Gentile, Richard
Sent: Monday, August 21, 2017 10:12 AM
To: Frank, Carol
Subject: RE: Fall Fest

I have no comments or concerns with this application. Rich

Richard P. Gentile
Assistant Corporation Counsel
Town of East Hartford
740 Main Street
East Hartford, CT 06108
860-291-7217
rpgentile@easthartfordct.gov

From: Frank, Carol
Sent: Wednesday, August 16, 2017 9:23 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: Fall Fest

Good morning all.

Attached please find a copy of the application and your Directors' Notice and Review in connection with the above captioned event.

Town Ordinance (TO)5-3 requires that certain department heads submit their comments regarding the proposed amusement. Can you kindly forward your administrative review of the Amusement Permit Application via e-mail or signed Administrative Review to my attention at the Police Department by no later than Wednesday, August 30, 2017. Thank you.

Carol Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Frank, Carol

From: Sullivan, Trent
Sent: Thursday, August 17, 2017 2:06 PM
To: Frank, Carol
Cc: Walsh, Mike
Subject: RE: Fall Fest

Hi Carol – Reviewed and approved from a Finance/Risk perspective. I will work with Kristine if they decide to use a bounce house or other potentially risky amusement. Thanks, Trent

From: Frank, Carol
Sent: Wednesday, August 16, 2017 9:23 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Subject: Fall Fest

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Carol Frank
East Hartford Police Department
Support Services Bureau
31 School Street
East Hartford, CT 06108

Ph: 860-291-7631
Fax: 860-610-6290

Frank, Carol

From: Hawkins, Mack
Sent: Thursday, August 17, 2017 9:04 AM
To: Frank, Carol
Subject: RE: Fall Fest

Carol,

I have reviewed the Outdoor Amusement Permit Application for Fall Fest. I approve the application as submitted. Mark the Worksheets extra attention for the day of the event.

Thanks you,

Deputy Chief Mack S. Hawkins

Chief of Field Operations
East Hartford Police Department
31 School St.
East Hartford, CT 06108
Office 860 291-7597

Serving Our Community with Pride and Integrity



From: Frank, Carol
Sent: Wednesday, August 16, 2017 9:25 AM
To: Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John; Cohen, Bruce; Ficacelli, Joseph; Gentile, Richard; Grew, Greg; Hawkins, Mack; Horan, Denise; McConville, Timothy; O'Connell, Michael; Perez, William; Sansom, Scott; Sullivan, Trent; Vincent, Kristine; Wagner, Justin; Walsh, Mike
Cc: Bengtson, Melissa; Collins, Courtney; Driscoll, Eileen; Francis, Nancy; Orzolek, Mary
Subject: FW: Fall Fest

Good morning.

I forgot to attach the Directors' Review to the previous email. Here it is.

Carol Frank
East Hartford Police Department
Support Services Bureau
31 School Street

Robert J. Pash

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



2017 SEP -7 A 8:51
(860) 291-7208

TOWN CLERK (860) 291-7389
EAST HARTFORD

September 7, 2017

Please publish the following legal notice in **Zone 4** of the Hartford Courant on **Tuesday, September 12, 2017**. Mail bill to the East Hartford Town Council Office, 740 Main Street, East Hartford, CT 06108. Charge Account #CU00254235

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LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing **Tuesday, September 19, 2017 at 7:00 p.m.** in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding the proposed revisions to the town of East Hartford Code of Ordinances as follows:

1. Section 2-113b – “Veterans Commission”; and
2. Section 14-1 – “Commission on Culture and Fine Arts”

Any person(s) wishing to express an opinion on this matter may do so at this meeting. A draft of the revisions is on file in the Town Council and Town Clerk offices.

Angela Attenello
Town Council Clerk

Veterans Commission
(August 23, 2017 draft)

Sec. 1 Section 2-113b of the town ordinances is repealed and the following is substituted in lieu thereof:

(a) There is established a veterans commission [on veterans' affairs]. The commission shall consist of nine members. At least six members shall be residents of East Hartford. Such members shall be appointed for a two year term. In addition, the agent for veterans' affairs designated pursuant to [Section one] section 2-113a, shall serve as an ex-officio member of the commission on veterans' affairs. Notwithstanding the provisions of this section, on the effective date of this ordinance the veterans commission members shall include all members of the commission on veterans affairs and the patriotic commission who shall serve until their terms on the date of enactment of this ordinance expire. Vacancies shall be filled when the veterans commission membership is no more than nine members.

(b) The commission shall serve as a resource for information concerning federal, state and local benefits and services for veterans, active duty personnel and their families. The commission shall compile contact information from federal and state veterans' affairs agencies and veterans' advocacy groups. The commission may coordinate the scheduling of regular hours for veterans' advocates to meet with veterans at town hall or other town facilities. The commission may assist the mayor and the agent for veterans' affairs in communicating matters of interest to veterans, active duty personnel and their families in the town of East Hartford. The commission may work with town organizations and volunteers to carry out its projects and may officially recognize such organization and volunteers for their service.

(c) The commission shall conduct celebratory and memorial events to commemorate national and state holidays and such other events to honor active military and veterans.

[(c)] The chair of the commission, or such other members of the commission as the commission, by majority vote shall designate, shall serve as the town's veterans' service contact person pursuant to section 27-135 of the Connecticut General Statutes. Such person or persons shall complete an annual training course pursuant to section 27-1021 of the Connecticut General Statutes and shall comply with such other requirements for a veterans' service contact person as set forth in state law.

For reference, the Patriotic Commission ordinance would be deleted but is set out here for reference only.

ARTICLE 4. PATRIOTIC COMMISSION. Sec. 14-22. Established; Composition.

a) There is established a Patriotic Commission of nine (9) members representing the public-at-large.

b) There may be up to six (6) additional positions for representatives of any six (6) civic, fraternal, business, or religious organizations.

c) There shall be no more than one (1) representative from any single organization mentioned above.

Sec. 14-23. Appointment and Terms of Members.

a) Initially, appointments shall be two (2) members for a term of one (1) year; two (2) members for a term of two (2) years; and three (3) members for a term of three (3) years. After initial terms expire, subsequent terms will each be for a three (3) year period.

b) Associate members, members appointed by the Commission for special projects, shall have no voting privileges. There shall be no limit to the number of associate members and terms of associate members shall expire on the first day of December of each year.

c) The terms of each civic, fraternal, business, or religious representative shall expire on the first day of December of each year.

14-24. Duties. The Patriotic Commission shall have the authority and responsibility to study and conduct activities related to national and state holidays, town celebrations, etc. The Commission shall promote the town image and make recommendations to the Mayor and Council regarding the arrangements, supervision, plan and conduct of such activities, and shall have the authority and responsibility to conduct all approved activities.

Commission on Culture and Fine Arts
(August 23, 2017 draft)

Sec. 1 Section 14-1 of the town ordinances is hereby repealed and the following is substituted in lieu thereof:

- (a) There is established the [Fine Arts Commission] Commission on Culture and Fine Arts which shall consist of fifteen members appointed for a term of five years. Terms shall be staggered so that three members are appointed each year. On the effective date of this ordinance, the Commission members shall consist of the members of the Fine Arts Commission and the Library Commission who shall serve until their terms expire. Vacancies shall be filled once the membership of the commission is no more than 15 members.
- (b) The Commission shall promote and stimulate general interest among the citizens of the town in the fine arts and other cultural arts and the town libraries. The Commission shall work with the Town Librarian to encourage the use of the Raymond Library and other town libraries for the display of fine arts and other cultural arts. The Commission may charge a fee for any activity that it conducts. Such revenue shall be credited to an account for use by the Commission on future projects or to offset expenses of such activity.

The following ordinances would be deleted but are set out here for reference

Sec. 14-1. Established. There is established the Fine Arts Commission. Sec. 14-2. Purpose. The purpose of the Fine Arts Commission shall be to promote and stimulate general interest among the citizens of the town in the fine arts. Sec. 14-3. Membership; Appointment; Term. The Fine Arts Commission shall consist of fifteen (15) members, not more than ten (10) of whom shall belong to the same political party. Terms shall be staggered so that three (3) members are appointed each year. Members shall be appointed for terms of five (5) years. Sec. 14-4. Authority to Establish By-Laws, Rules and Regulations. The Fine Arts Commission shall establish such by-laws, rules and regulations as are necessary to achieve its purpose as set out herein.

Sec. 2-110. Established. There is established a Library Commission for the general purpose of improving the library services of the Town of East Hartford and advising the Mayor and Council of methods to do so. Sec. 2-111. Members; Appointments; Terms of Office. (a) The Commission shall consist of nine (9) members, all of whom shall be electors of the town, appointed by the Mayor with the consent of the Town Council. Not more than six (6) members shall belong to the same political party. The Library Director shall serve in an exofficio capacity. Town of East Hartford Code of Ordinances Sec. 2-112. Meetings; Quorum. CHAPTER 2. The Administration (b) Initial appointments to the Commission shall be

made as follows: three (3) members shall be appointed for a term of one (1) year; three (3) members shall be appointed for a term of two (2) years; and three (3) members shall be appointed for a term of three (3) years. Thereafter, each subsequent appointment shall be for a term of three (3) years. Sec. 2-112. Meetings; Quorum. The Library Commission shall meet not less than four (4) times each year. A quorum at any meeting shall consist of five (5) voting members. Affirmative votes by the majority of voting members present at any meeting shall be necessary to validate any and all actions and recommendations taken by the Commission at such meeting. Sec. 2-113. Duties. The duties of the Library Commission shall be as follows: 1. To promote and encourage improvements in the library services of the Town; 2. To study conditions affecting the library services to the Town, and suggest improvements; 3. To encourage the use and expansion of the library services of the Town, and to promote the library services among the community; 4. To make such recommendations to the Mayor on methods of maintaining and improving the library services as it deems appropriate; 5. To seek through the Town's Grants Administrator grants from public and private sources to be used in achieving any of its purposes; 6. To collect, compile and disseminate information relative to maintaining and improving the Town's library services; and 7. To make a full written report of all activities undertaken by it to the Mayor once a year. The report shall be delivered on or before November 1 of each year and shall detail activities carried out by the Commission during the preceding twelve (12) month period. V

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



Robert J. Wack

2017 SEP 14 A 9:11
(860) 291-7208

TOWN CLERK
FAX (860) 291-7389
EAST HARTFORD

DATE: September 14, 2017

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Tuesday, September 19, 2017 6:30 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, September 19, 2017

6:30 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the following:

- The pending assessment (tax) appeal known as Ash Realty Associates, LLC v. Town of East Hartford, et al., Docket No. CV-17-6037144-S; and
- The pending assessment (tax) appeal known as Fremont Riverview, LLC v. Town of East Hartford, Docket No. CV-17-6037145-S; and
- Ficacelli vs. McNeilly 3rd Party Workers' Compensation Claim

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Brian Smith, Assessor
Trent Sullivan, Risk Manager