

Walter J. Vose

2017 OCT 31 P 12:59

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

(860) 291-7208

740 Main Street

EAST

FAX (860) 291-7389

East Hartford, Connecticut 06108



DATE: October 27, 2017

REVISED 10-31-17

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: Wednesday, November 1, 2017 7:30 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:

Wednesday, November 1, 2017

7:30 p.m.

Town Council Chambers

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

Pledge of Allegiance

1. Call to Order
2. Recognitions and Awards: Councillor Michael Kurker
3. Opportunity for Residents to Speak on Agenda Items
4. Approval of Minutes:
 - a. October 17, 2017 Executive Session
 - b. October 17, 2017 Regular Meeting
5. Communications and Petitions:
 - a. Presentation by the MDC: Integrated Plan/Financial Update
6. New Business:
 - a. SiFi Networks: Public Way License and Smart City Agreements
 - ~~b. Appointment of Stephen Roczynski to Planning and Zoning Commission~~
 - b. Appointments to Various Boards & Commissions:
 1. Planning & Zoning Commission
Stephen Roczynski; term to expire December 2017
 2. Commission on Services for Persons with Disabilities
Vanessa Jenkins; term to expire December 2017
 3. Fine Arts Commission
Lisa Gold; term to expire December 2019
 4. Historic District Commission
Joshua Quintana, Full Member; term to expire December 2021
Micah London, Alternate; term to expire December 2018
Gary LeBeau, Alternate; term to expire December 2018
 5. Commission on Aging
Maria Potvin; term to expire December 2019
 - c. Refund of Taxes
7. Opportunity for Councillors to Direct Questions to the Administration
8. Council Action on Executive Session Matters:
 - a. Personal Injury Claim of Esthurlyn Gaisie, PPA Jerry Gaisie
9. Opportunity for Residents to Speak
10. Adjournment

RESOLUTION HONORING MICHAEL KURKER

Whereas Michael "Mike" Kurker is a lifelong East Hartford resident; and

Whereas Mike graduated from East Hartford High School in 2008, earning a spot in the Top Twenty, graduating 8th in a class of 456 students; and

Whereas Mike received his Bachelor of Science degree in Civil Engineering from Syracuse University and his Master of Science degree from the University of Texas at Austin; and

Whereas Mike served as an alternate on the Zoning Board of Appeals; and

Whereas Mike Kurker was elected to the East Hartford Town Council in November of 2015, being one of the youngest Councillors elected in recent years; and

Whereas he served on the Town Council's Personnel & Pensions Subcommittee, Real Estate Acquisition & Disposition Committee and the Budget Committee; and

Whereas he also served as the Town Council's liaison to the Board of Education and the Public Building Commission; and

Whereas Mike's service on these committees and on the Council has been marked by an enthusiasm emphasized by his desire to help make his community a better place; and

Whereas Mike is now leaving the town of East Hartford for a new domicile out of the State of Connecticut.

NOW THEREFORE BE IT RESOLVED that the East Hartford Town Council hereby recognizes the compassion, integrity and enthusiasm of Mike Kurker and wishes him success in his new quest to embrace the life changes that he is choosing to make.

*Dated this 1st day of November, 2017
in the Town of East Hartford, Connecticut*

*Richard F. Kehoe, Chair
Linda A. Russo, Majority Leader
Esther B. Clarke, Minority Leader
Marc I. Weinberg
Ram Aberasturia
Joseph R. Carlson
Patricia Harmon
Michael G. Kurker*

Robert J. Peck

2017 OCT 24 A 8:54

TOWN COUNCIL MAJORITY OFFICE

OCTOBER 17, 2017

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

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

ABSENT Councillor Ram Aberasturia

ALSO Scott Chadwick, Corporation Counsel
PRESENT Brian Smith, Assessor

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:03 p.m.

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

1. The pending assessment (tax) appeal known as 65 Roberts St Limited Partnership v. Town of East Hartford, Docket No. CV-17-6037628-S, involving 65 Olde Roberts Street; and
2. The pending assessment (tax) appeal known as Goodman Allan S, Inc. v. Town of East Hartford, Docket No. CV-17-6037574-S, involving 180 Goodwin Street.

Motion carried 7/0.

MOTION By Esther Clarke
seconded by Linda Russo
to **go back to** Regular Session.
Motion carried 7/0.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (7:15 p.m.)
Motion carried 7/0.

Attest

Richard F. Kehoe

Richard F. Kehoe
Town Council Chair

Robert J. Groat

EAST HARTFORD TOWN COUNCIL

2017 OCT 24 A 8:54

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

OCTOBER 17, 2017

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

ABSENT Councillor Ram Aberasturia

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 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.

The Chair called for a moment of silence to honor the life of William "Bill" P. Horan, Jr., a lifelong resident of East Hartford, who served on the East Hartford Town Council since 1999 and as its Vice Chair since 2003. Bill was a Commissioner of the MDC, a softball coach for the East Hartford Little League, East Catholic High School, and East Hartford High School. He was devoted to his wife Laurel, daughter Gillian and son Liam. Bill's trademark sense of humor and quick wit will be remembered for years to come. Each Councillor, the Mayor and the Council Clerk remarked on how Bill touched their lives.

He will be sorely missed.

Chair Kehoe announced the birth of Colson Aberasturia at 7:31p.m. this evening, the 2nd son and 3rd child of Councillor Ram Aberasturia and his wife Erin. The circle of life...

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Pasquale "Bud" Salemi, 17 Pheasant Lane, an MDC Commissioner and longtime friend of Vice Chair Horan, shared memories of Bill's presence in his life and his impact to East Hartford.

Susan Kniep, 50 Olde Roberts Street, (1) extended her condolences to the Horan family on Bill's passing; and (2) is not in favor of the way in which tax appeals are handled.

APPROVAL OF MINUTES

October 3, 2017 Executive Session

MOTION By Linda Russo
seconded by Marc Weinberg

to **approve** the minutes of the October 3, 2017 Executive Session.
Motion carried 7/0.

October 3, 2017 Regular Meeting

MOTION By Linda Russo
seconded by Pat Harmon
to **approve** the minutes of the October 3, 2017 Regular Meeting.
Motion carried 7/0.

COMMUNICATIONS AND PETITIONS

East Hartford Police Department: Annual Asset Forfeiture Report FY2017

Per §10-49 of the East Hartford Code of Ordinances and §54-36i of the Connecticut General Statutes, Scott Sansom, Chief of Police, reviewed the asset forfeiture report with the Councillors for FY2017.

The state asset forfeiture report shows deposits of approximately \$64,000 and the federal asset forfeiture reports show deposits of approximately \$116,000.

Chief Sansom, on behalf of the men and women of the East Hartford Police Department, extended his condolences to the Horan family. He recognized Bill's strong support of the EHPD and worked to make East Hartford a better place to live.

Update from Riverfront Recapture

Chair Kehoe summarized the update below that was emailed by Mike Zaleski, President and CEO of Riverfront Recapture:

- The 2017 Head of the Riverfront Regatta was held this past Sunday and was a great success with almost 3,500 rowers competing over the course of the day. We estimate close to 10,000 people were in our parks to enjoy the competition and great fall weather. Click [here](#) to check out Andy Hart's photos from the day and [here](#) to watch some really neat time lapse videos of rowers on the river.
- Riverfront has had a private tree contractor in Great River Park for the past week or so removing more than 40 trees that were either dead or diseased. These trees were posted and approved for removal by Town of East Hartford officials. We have spent a fair amount of time and park resources in 2017 addressing trees in all of our parks. These trees have either come to the end of their life and presented a danger to the public or ash trees that have succumbed to the emerald ash borer infestation that is comprising so many trees in New England. We are excited to move forward with our plan in 2018 to replace these trees, as appropriate, in our parks and maintain the magnificent tree canopy that is a source of pride for Riverfront.
- The Connecticut DEEP held a public meeting last week where the three finalists that they have selected for their Resource Rediscovery project presented their proposals. DEEP is looking to modernize central Connecticut's solid waste system and address the future of the enormous trash to energy plant that sits on the banks of the Connecticut River just south of Charter Oak Landing. Two of the three proposals offer the opportunity for greater riverfront access. One proposes to build a riverwalk connection from Charter Oak Landing through to the airport. After reviewing all of the proposals, Riverfront will submit a letter supporting the projects that offer greater riverfront access. The individual presentations can be found [here](#) on the DEEP website.

- Riverside Park will be the site of a new event for Hartford tomorrow as The Great Inflatable Race comes to the Connecticut River. The Great Inflatable Race is a running race that will take participants throughout the park and up and over a series of large inflatable obstacles. The event travels from city to city and chose Riverside Park as their Hartford venue.
- Riverfront was pleased to once again host a couple of dozen veterans in late September for the 6th annual Veterans Fishing Tournament. The tournament is produced in partnership with CT Bass Nation and Sports Association of Gaylord Hospital. It's a great event that is genuinely appreciated by the veterans. I have attached a picture of some of the teams heading out that morning. You can click here and here to see some of the news coverage.

NEW BUSINESS

Bloomberg Philanthropies 2017 Mayors Challenge Competition

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

WHEREAS Bloomberg Philanthropies has made grants of up to \$5 million available to municipalities through the 2017 Mayors Challenge Program, a nationwide ideas competition for U.S. cities; and

WHEREAS the purpose of initiative to help city leaders think big, be bold, and uncover inventive — and, ultimately, shareable — ideas that tackle today's toughest problems.

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 Bloomberg Philanthropies as they pertain to this Mayors Challenge grant.

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

Referral to Real Estate Acquisition & Disposition Committee re: 99-101 East River Drive and 237 East River Drive

MOTION By Joe Carlson
 seconded by Marc Weinberg
 to **refer** to the Real Estate Acquisition & Disposition Committee the acquisition of 99-101 East River Drive and 237 East River Drive in accordance with the United States Army Corps of Engineers requirement that the Town secure property rights to these parcels sufficient for the maintenance, repair and control of the town's existing levee with instructions to investigate the matter and report back to the Town Council with its recommendation if any.
 Motion carried 7/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Esther Clarke commented on the need for repainting and repairs to the town's fire hydrants. *Mayor Leclerc stated that MDC has not allocated any money for this issue. Bud Salemi stated that the hydrants may need painting but are tested frequently to ensure they function properly.*

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

65 Roberts St. Limited Partnership v. Town of East Hartford – Tax Appeal

MOTION By Linda Russo
seconded by Marc Weinberg
to **accept** Corporation Counsel's recommendation to settle the pending assessment (tax) appeal known as 65 Roberts St Limited Partnership v. Town of East Hartford, Docket No. HHB-CV-17-6037268-S, involving 65 Olde Roberts Street, from the fair market value of \$3,549,900 to the fair market value of \$3,200,000, which shall generate a reduction of \$11,523.96 in property taxes, for the Grand List Year of 2016.
Motion carried 7/0.

Goodman Allan S, Inc. v. Town of East Hartford – Tax Appeal

MOTION By Linda Russo
seconded by Marc Weinberg
to **accept** Corporation Counsel's recommendation to settle the pending assessment (tax) appeal known as Goodman Allan S Inc., v. Town of East Hartford, Docket No. HHB-CV-17-6037574-S, involving 180 Goodwin Street from the fair market value of \$1,895,657 to the fair market value of \$1,800,000, which shall generate a reduction of \$3,150.48 in property taxes, for the Grand List Year of 2016.
Motion carried 7/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

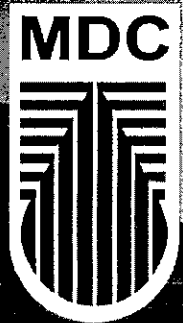
Mayor Leclerc reported (1) leaf pickup will start Monday, November 6th in the Pitkin Street area and proceed clockwise through town; (2) the six trees that remain to be replaced on Main Street are in and will be planted; and (3) on October 12th, Keith Zern, Light Equipment Operator for the Public Works Department, participated in the snowplow rodeo and took home the 2nd place trophy.

ADJOURNMENT

MOTION By Esther Clarke
seconded by Linda Russo
to **adjourn** (9:05 p.m.).
Motion carried 7/0.

The Chair announced that the next meeting of the Town Council would be November 1st.

Attest Angela M. Attenello
Angela M. Attenello
TOWN COUNCIL CLERK



**MDC Integrated Plan / Financial Update
Presentation to the East Hartford Town Council**

November 1, 2017

Clean Water Project (CWP) requires CSO Long-Term Control Plan (LTCP)

- 2005 LTCP approved by CT DEEP in 2007
- LTCP required to be updated every 5 years
- 2012 LTCP Update approved by CT DEEP in 2014
- Next LTCP Update due to CT DEEP December 2018

Next CSO LTCP Update/ Integrated Plan

- EPA guidance from 2012 allows for Integrated Planning
 - CSO Consent Order – CT DEEP Approval
 - SSO Consent Decree – EPA Approval
 - \$450M for investigations/repair (CMOM)
 - \$35M/yr Sewer CIP
 - Stormwater (i.e., MS4)
- Consider affordability analysis



National Pollutant Discharge Elimination System (NPDES)

Integrated Planning for Municipal Stormwater and Wastewater

On this page:

- Overview
- Resources
- Technical Assistance

Overview

EPA, states, and municipalities have achieved real progress in implementing the Clean Water Act (CWA) (PDF) (234 pp, 571 K, About PDF) and protecting public health and the environment. However, today there are many factors stressing the implementation of CWA programs. Stressors include population growth, aging infrastructure, increasingly complex water quality issues, limited resources, and other economic challenges. Currently, EPA, states, and municipalities often focus on each CWA requirement individually. This may not be the best way to address these stressors and may have the unintended consequence of constraining a municipality from addressing its most serious water quality issues first.

An integrated planning approach offers a voluntary opportunity for a municipality to propose to meet multiple CWA requirements by identifying efficiencies from separate wastewater and stormwater programs and sequencing investments so that the highest priority projects come first. This approach can also lead to more sustainable and comprehensive solutions, such as green infrastructure, that improve water quality and provide multiple benefits that enhance community vitality.

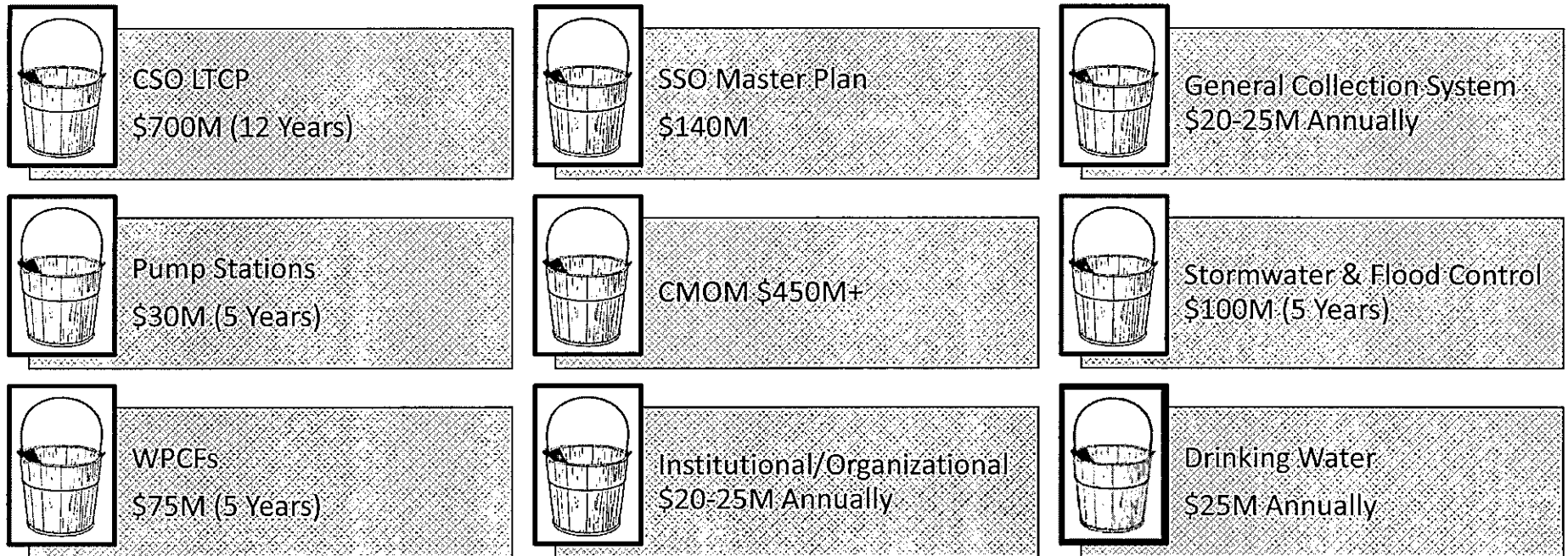
The integrated planning approach is not about changing existing regulatory or permitting standards or delaying necessary improvements. Rather, it is an option to help municipalities meet their CWA obligations while optimizing their infrastructure investments through the appropriate sequencing of work.

Resources

- Memorandum: Achieving Water Quality Through Integrated Municipal Stormwater and Wastewater Plans
- Integrated Municipal Stormwater and Wastewater Planning Approach Framework – Provides guidance for EPA, states, and local governments to develop and implement effective integrated plans under the CWA. This framework was finalized after extensive public input including a series of workshops across the country.
- Combined Sewer Overflows – Guidance for Financial Capability Assessment and Schedule Development (PCA Guidance) – Provides an aid for assessing financial capability as part of negotiating schedules for CWA requirements for municipalities and local authorities.
- Financial Capability Assessment Framework – Provides greater clarity on the flexibilities built into

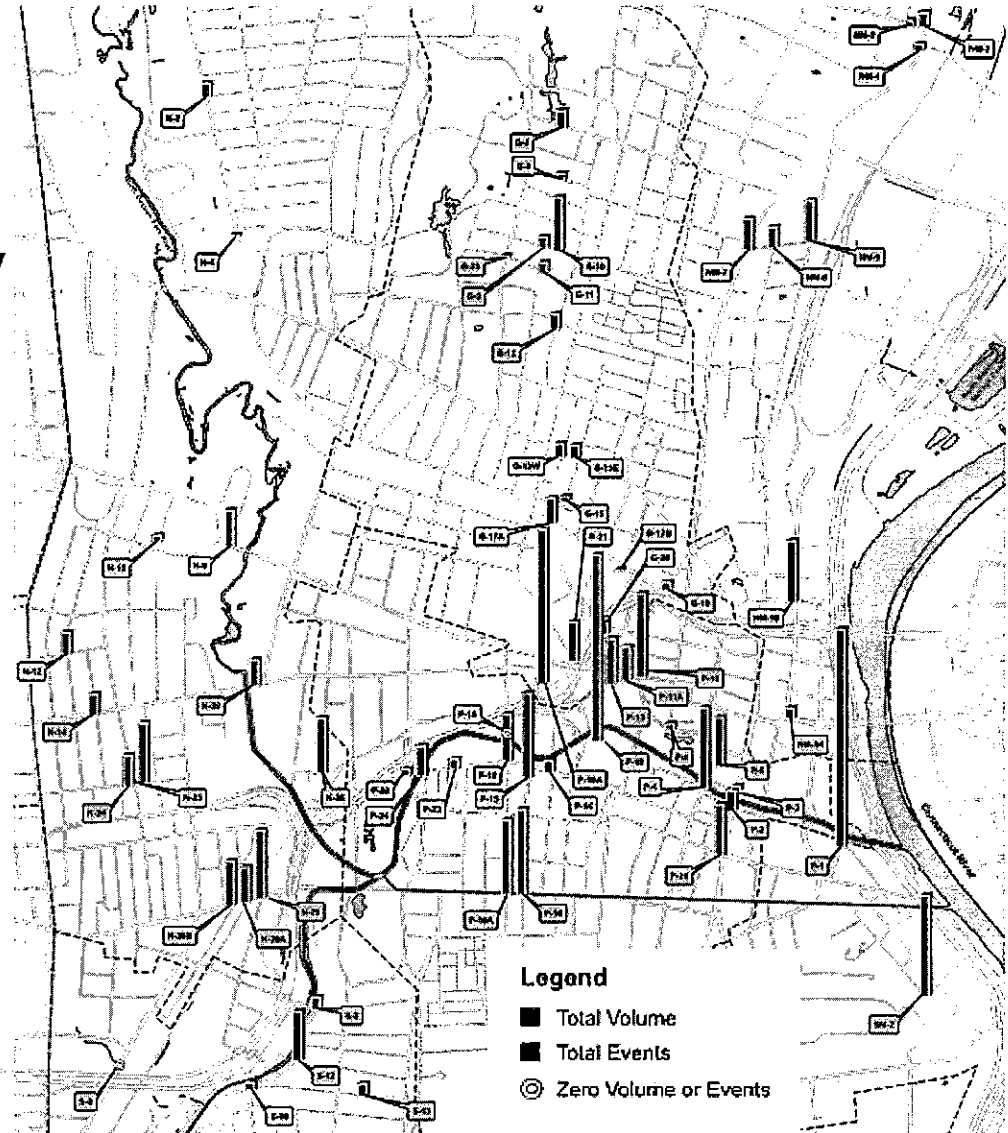
MDC Integrated Plan Buckets

*Approx. \$2.5B identified over next 12 years



Integrated LTCP Update

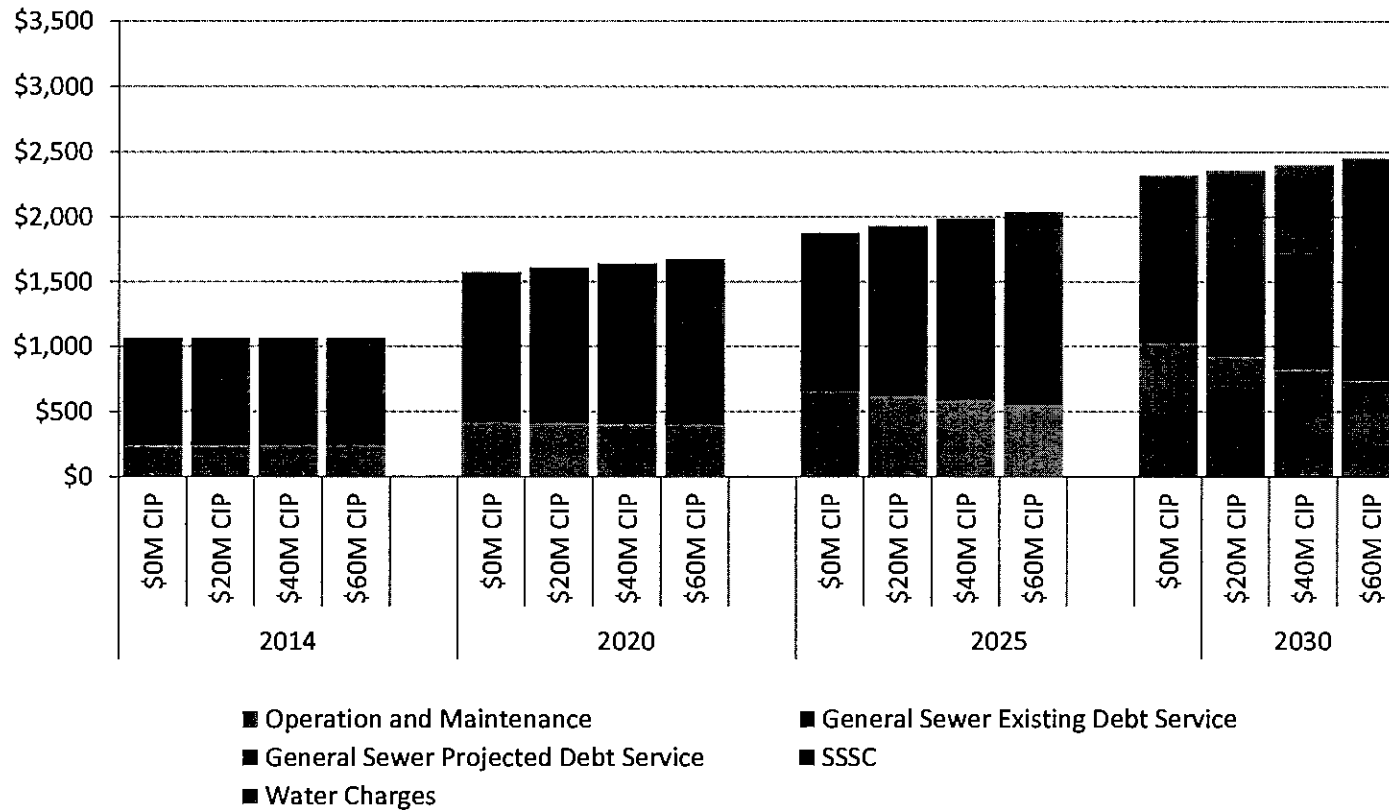
- Varying CSO volume/frequency
- Viable CSO LTCP Alternatives
 - Partial Sewer Separation
 - Additional I/I Reduction
 - Consolidation/Relief
 - HWPCF Capacity Upgrades
 - Satellite CSO Storage/Treatment
 - Green Infrastructure
 - Tunnel Storage



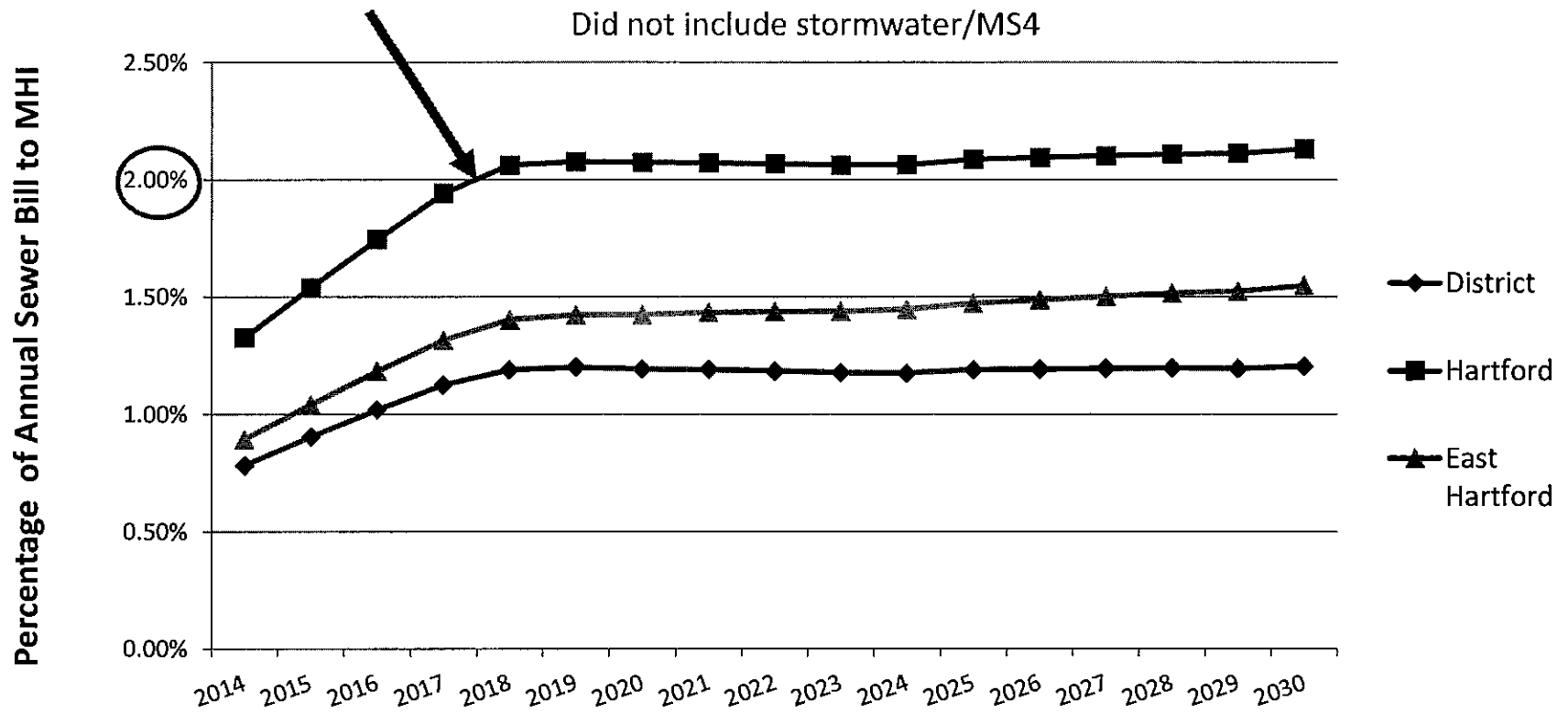
Integrated Plan Prioritization

- Capital cost
- O&M cost
- Water Quality impacts
 - Permitting, Regulatory, Public Health
 - Sewer backups
 - Street flooding/drainage
 - Sewer overflows
- Implementation flexibility
- System flexibility
- Constructability
- Community impacts
- Public acceptance
- Sustainability

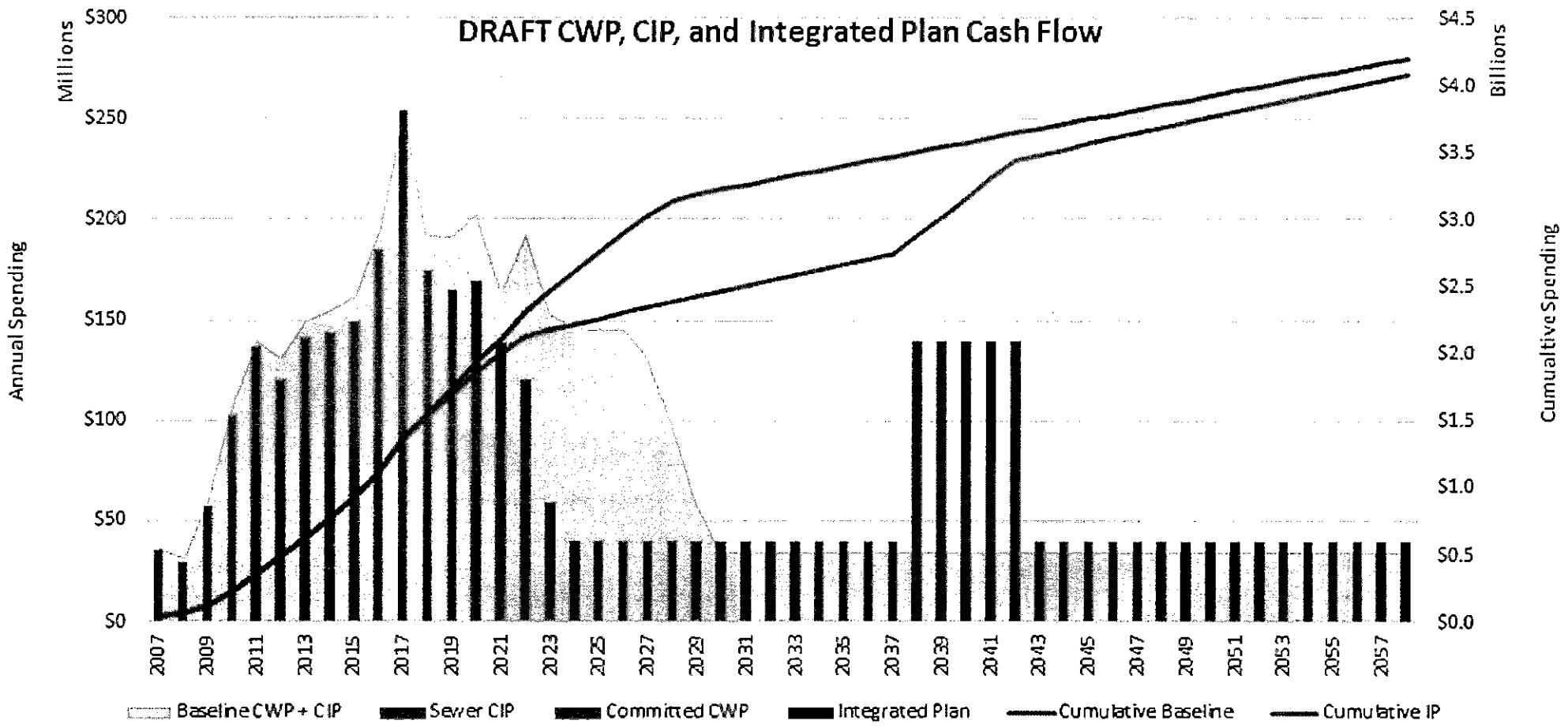
District Wide Projected Total MDC Cost Per Household (from 2014)



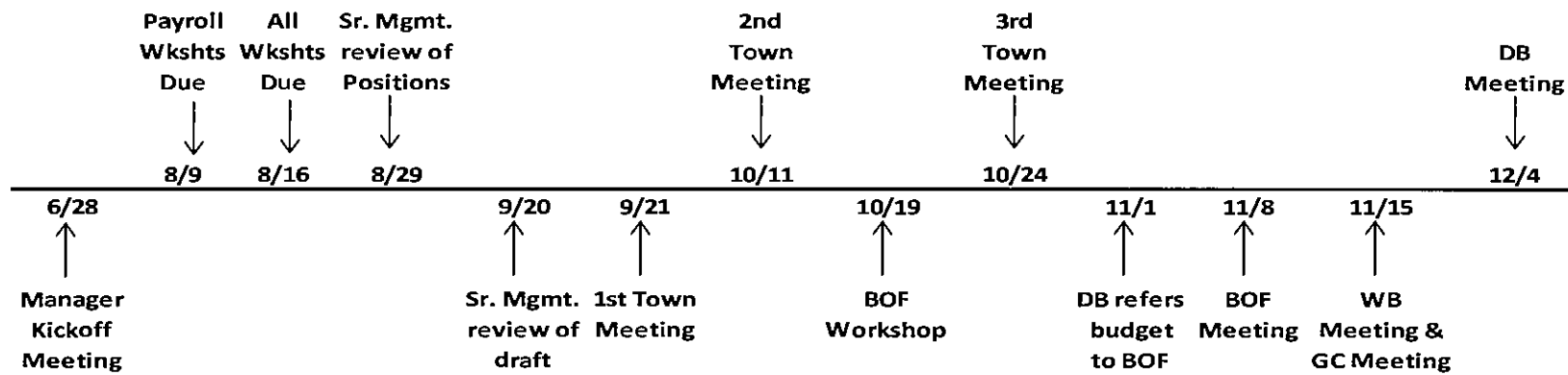
Projected Household Burden--\$20M CIP based on Average Cost Per Dwelling Unit (from 2014)



DRAFT CWP, CIP, and Integrated Plan Cash Flow



Budget Timeline



1. November 1 - District Board (DB) refers budget to Board of Finance (BOF).
2. November 8 - BOF to review/amend/recommend budget to the DB
3. November 15 - Water Bureau (WB) to review/amend/approve Water Supply ordinances
4. Budget published for 3 consecutive days (11/20, 11/21, 11/22)
5. November 15 - Government Committee (GC) to review/amend/recommend CWP ordinance
6. December 4 - GC to consider and approve Water Supply Ordinance & refer to DB
7. December 4 - DB to review/amend/adopt budget
8. Publish ordinance revisions 2 days

Expenditures by Category

CATEGORY	2016 Actual	2017 Adopted	2017 Projected	2018 Proposed	CHANGE	% OF BUDGET
Payroll Related	\$59,458,053	\$59,286,900	\$59,422,100	\$61,568,900	\$2,282,000	36.80% (a)
Debt	40,411,310	48,289,600	47,430,700	56,332,600	\$8,043,000	33.67% (b)
General Operations	12,622,586	14,417,000	15,180,000	15,806,300	\$1,389,300	9.45% (c)
Contingency	-	-	-	2,550,000	\$2,550,000	1.52% (d)
Utilities	7,172,905	7,808,600	8,017,900	7,745,200	(\$63,400)	4.63% (e)
Maintenance	6,750,834	7,056,600	6,920,100	7,013,400	(\$43,200)	4.19%
Insurance	4,001,856	3,993,900	3,993,900	4,062,200	\$68,300	2.43%
Chemicals	1,818,134	2,101,700	2,046,300	2,096,000	(\$5,700)	1.25%
Taxes & Fees	3,029,194	3,110,000	3,110,000	3,300,500	\$190,500	1.97%
Legal	2,222,120	2,308,700	2,308,700	2,308,700	\$0	1.38%
Special Agrmts & Prgms	2,126,982	2,325,300	2,325,300	3,573,000	\$1,247,700	2.14% (f)
Nitrogen Credits	1,330,783	1,061,000	1,061,000	950,000	(\$111,000)	0.57%
Riverfront Park	586,923	609,000	1,224,000	-	(\$609,000)	0.00%
	\$141,531,680	\$152,368,300	\$153,040,000	\$167,306,800	\$14,938,500	100.00%

- (a) Includes 2.5% COLA, Steps, fewer positions, increased medical, pension and OPEB
- (b) Reflects Nov 2016 DS Issuance (Principal amortized over 19yrs)
- (c) Colebrook Reservoir Lease, Ash Disposal, Postage, Outside Services
- (d) Revenue reserve
- (e) Increase electricity use
- (f) Riverfront Recapture

Water Utility 2018 Revenues

Description	2016 Actual	2017 Adopted	2017 Projected	2018 Proposed
<u>OPERATING REVENUES</u>				
Sale of Water	\$71,202,432	\$77,669,700	\$73,404,700	\$80,183,400
Other Operating Revenues	3,877,958	3,738,700	4,040,000	4,265,000
Total Operating Revenues	75,080,390	81,408,400	77,444,700	84,448,400
<u>NON-OPERATING REVENUES</u>				
Non-Operating Revenues	\$6,053,135	\$2,134,800	\$2,130,000	\$2,403,200
Other Non-Operating Revenues	0	0	0	1,270,400
Total	6,053,135	2,134,800	2,130,000	3,673,600
Total Operating Revenues	\$81,133,525	\$83,543,200	\$79,574,700	\$88,122,000

Sale of Water

Variable rate increased from \$2.77/ccf to \$3.14/ccf or 13.5%

No increase in Customer Service Water

Assumes consumption of 18.4M ccfs

Other Operating Revenues

Increase Fire Protection Fees

Non-Operating Revenues

Increase of Interest Income and Bill Jobs

Other Non-Operating Revenues

Use of Bond Premiums

General Fund 2018 Revenues

Description	2016 Actual	2017 Adopted	2017 Projected	2018 Proposed
<u>OPERATING REVENUES</u>				
Member Municipalities	\$38,944,300	\$41,670,400	\$41,670,400	\$45,004,000
Other User Revenue	7,274,780	6,826,000	7,230,000	11,038,400
Total Operating Revenues	46,219,080	48,496,400	48,900,400	56,042,400
<u>NON-OPERATING REVENUES</u>				
Other Government Agencies	\$5,335,422	\$4,530,000	\$4,130,000	\$4,530,000
Other Sewer Revenues	13,983,366	13,644,700	13,418,000	13,710,900
Investment Income	72,125	40,000	372,000	450,000
Other Financing Sources	0	2,114,000	2,114,000	4,451,500
Total	19,390,913	20,328,700	20,034,000	23,142,400
Total Operating Revenues	\$65,609,993	\$68,825,100	\$68,934,400	\$79,184,800

Member Municipalities

Assumes 8% Ad Valorem rate increase

Other Use Revenue

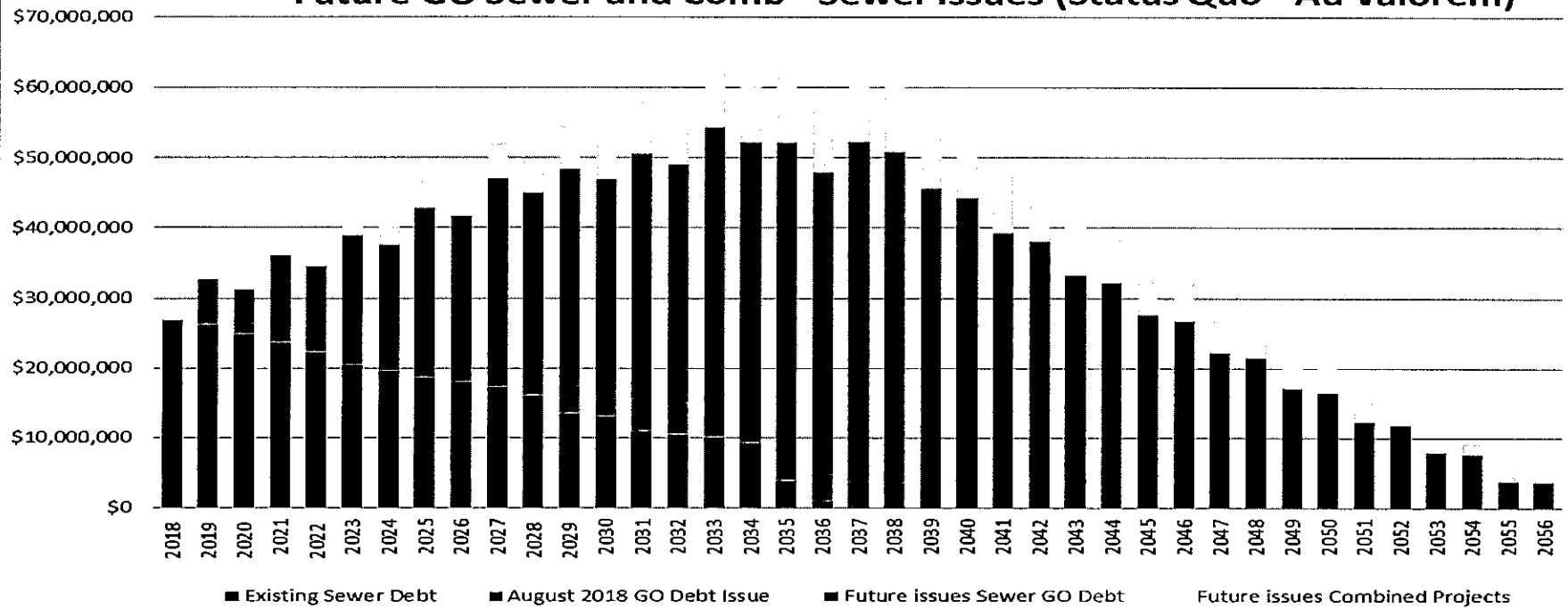
Assumes a \$3/month sewer customer service charge

Other Financing Sources

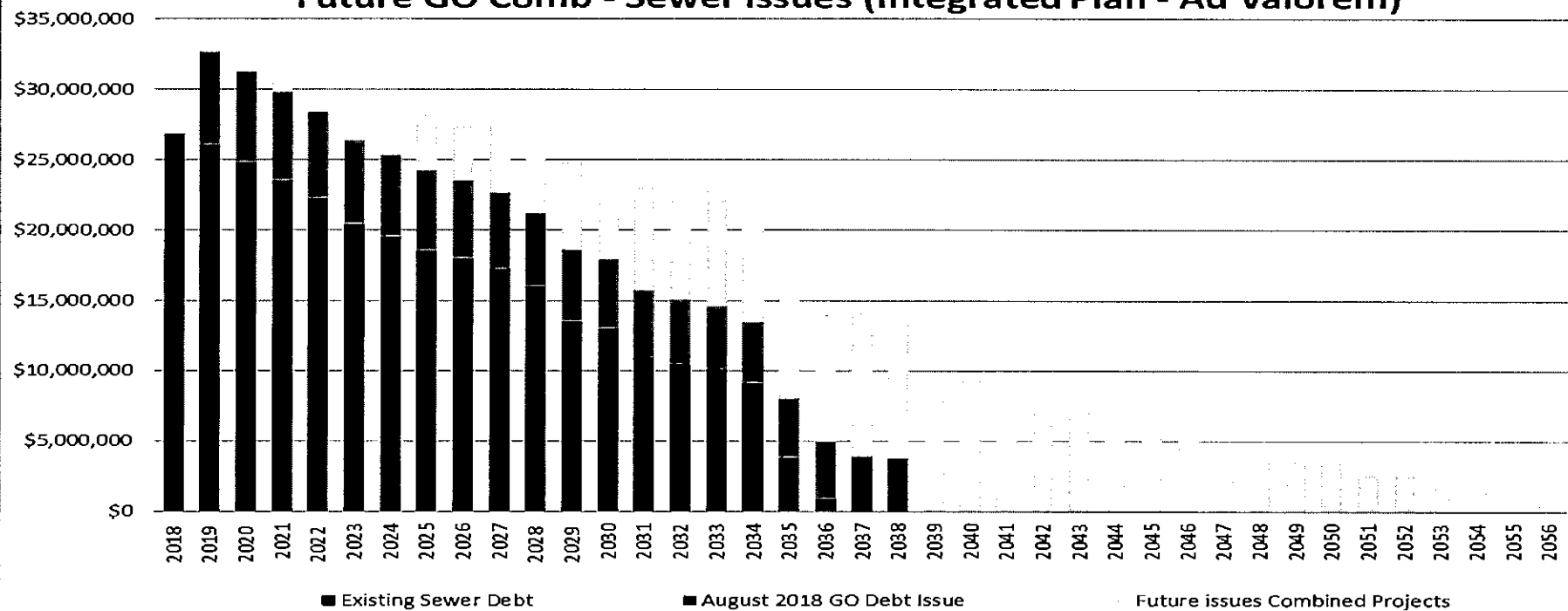
Use of Bond Premium

Use of Assessable Sewer Fund for \$2.0M

MDC Sewer Debt Service - Existing, Aug 2018 GO and Future GO Sewer and Comb - Sewer Issues (Status Quo - Ad Valorem)




MDC Sewer Debt Service - Existing, Aug 2018 GO and Future GO Comb - Sewer Issues (Integrated Plan - Ad Valorem)





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: SiFi Networks Public Way License and Smart City Agreements

In order for SiFi Networks to commence operations, the Town needs to sign two agreements:

- The Public Way License Agreement, which will allow SiFi to access the Town's right of ways, and
- The Smart City Agreement, which makes SiFi the Town and Board of Education's internet service provider at a much faster and more reliable speed for the same cost as our current provider.

Attached is a resolution authorizing the Mayor to enter into these two agreements. Further enclosed is an article from the Hartford Business Journal detailing the benefits the fiber network would confer to the Town.

Please place this information on the agenda for the November 1, 2017 meeting. I recommend that the Town Council approve the resolution as submitted.

Thank you.


C: M. Walsh, Director of Finance



MEMORANDUM

DATE: October 23, 2017

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Public Way License Agreement and Smart City Agreement -
Authorizing Resolution for SiFi Networks**

By way of this memo, attached please find a copy of the Public Way License Agreement and Smart City Agreement between SiFi Networks and the Town of East Hartford.

The agreements are the end product of a lengthy negotiation between the town and SiFi Networks and represent 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. All items should be sent to the Town Council with a request that they approve the Authorizing Resolution at their November 1, 2017 meeting so that SiFi Networks may begin their marketing effort to determine if the construction of this network is financially viable in East Hartford.

I have also attached a recent article from the Hartford Business Journal which gives the reader a good baseline of the overarching fiber issue and the benefit such a network would confer 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 PUBLIC WAY
LICENSE AGREEMENT AND SMART CITY AGREEMENT BETWEEN THE
TOWN OF EAST HARTFORD AND SIFI NETWORKS**

WHEREAS, the Town Council of the Town of East Hartford recently approved an authorizing resolution allowing the Mayor of the Town of East Hartford to sign a Development Agreement with SiFi Networks for the completion of a 100% fiber broadband network; and

WHEREAS, in order to allow SiFi Networks access to town right of ways, a Public Way License Agreement between the Town of East Hartford and SiFi Networks needs to be approved; and

WHEREAS, in order for SiFi Networks to begin the next step toward their construction goal, the Town of East Hartford also needs to enter into a Smart City Agreement which will allow the Town including the Board of Education to systematically move to the SiFi Network fiber platform with the goal of procuring higher speed, redundancy, and reliability at the same cost.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a Public Way License Agreement and Smart City Agreement, and related documents with SiFi Networks or their affiliates for the purpose of designing, developing, constructing, and maintaining a fiber to the premise (FTTP) network in East Hartford with such document changes as the Mayor may deem in the best interest of the Town.

The terms, conditions and other details of the agreements 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. The agreements shall not become effective, and the Mayor shall not execute such agreements, until after such agreements have been approved pursuant to Section 8-24 of the Connecticut General Statutes by the Planning and Zoning Commission.

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 November 1, 2017.

Angela Attenello, Clerk of the Town Council

RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE PUBLIC WAY LICENSE AGREEMENT AND SMART CITY AGREEMENT BETWEEN THE TOWN OF EAST HARTFORD AND SIFI NETWORKS

WHEREAS, the Town Council of the Town of East Hartford recently approved an authorizing resolution allowing the Mayor of the Town of East Hartford to sign a Development Agreement with SiFi Networks for the completion of a 100% fiber broadband network; and

WHEREAS, in order to allow SiFi Networks access to town right of ways, a Public Way License Agreement between the Town of East Hartford and SiFi Networks needs to be approved; and

WHEREAS, in order for SiFi Networks to begin the next step toward their construction goal, the Town of East Hartford also needs to enter into a Smart City Agreement which will allow the Town including the Board of Education to systematically move to the SiFi Network fiber platform with the goal of procuring higher speed, redundancy, and reliability at the same cost.

THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a Public Way License Agreement and Smart City Agreement, and related documents with SiFi Networks or their affiliates for the purpose of designing, developing, constructing, and maintaining a fiber to the premise (FTTP) network in East Hartford with such document changes as the Mayor may deem in the best interest of the Town.

The terms, conditions and other details of the agreements 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. The agreements shall not become effective, and the Mayor shall not execute such agreements, until after such agreements have been approved pursuant to Section 8-24 of the Connecticut General Statutes by the Planning and Zoning Commission.

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 November 1, 2017.

Angela Attenello, Clerk of the Town Council



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OCTOBER 16, 2017

Telecom industry gains ground in opposition to public high-speed web option



PHOTO | MATT PILON

East Hartford Mayor Marcia LeClerc with Finance Director Michael Walsh (left) and SiFi Networks President Scott Bradshaw (right) on the city's Main Street corridor. SiFi and the city are exploring the development of a \$70 million fiber network across East Hartford.

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MATT PILON

Internet providers appear to be gaining ground in a long-running dispute with Connecticut municipalities that want to offer competing ultra-fast web service by stringing up fiber cables on utility poles.

The Office of Consumer Counsel (OCC) — a key ally of cities and towns that had been trying for several years to build fiber networks within their borders before the effort eventually fizzled out — has been urging the state's utilities regulator much of this year to allow municipalities to use their statutorily reserved

space on utility poles to erect broadband networks, which would compete with the likes of Comcast, Cox and Frontier.

The telecom industry has fought hard against the push, arguing it would create unfair, government-subsidized competition and be unconstitutional.

A key point of contention is whether or not adequate access exists to high-speed internet, which is seen as an increasingly important building block to a vibrant economy dependent on big data and technology. Internet providers say they're doing a good job spreading high-speed access; municipal broadband advocates argue more needs to be done and that high-speed service is too costly.

The telecom industry nearly won the fight when the Public Utilities Regulatory Authority ruled in June that cities and towns could only develop high-speed networks for use by town buildings. But the draft ruling was never finalized, due to a technicality.

Now, telecom providers have petitioned PURA, asking the agency to settle the matter once and for all.

"It would be a death blow to a statute that's been on the books since 1905," William Vallee, the OCC's broadband policy coordinator, said about the potential for PURA to



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Mayor Marcia LeClerc holds a fiber cable that would be "microtrenched" just 1 foot underground throughout East Hartford.

take a narrow interpretation of what communities can do with reserved pole space, which is called "municipal gain."

The fight isn't over, but if the telecom industry wins out, there may be a new game plan for municipalities to follow.

East Hartford this month signed a development agreement with a company, SiFi Networks, that would invest approximately \$70 million to build a high-speed network across the town. East Hartford officials say they would avoid the dispute over utility pole rights by burying the fiber cable underground.

However, the town and SiFi say they are anticipating pushback from incumbent telecom providers.

Municipal gain

Connecticut began allotting municipalities space on utility poles during the era of the telegraph.

In 2013, the legislature slipped a significant change into the law via the state budget — one that appeared to expand the ways in which cities and towns could use their reserved pole space.

The old law allowed local governments to occupy public utility pole space to develop telecom services for "municipal and state" use; in 2013 the language was broadened to use "for any purpose."

The telecom industry wasn't happy with the change. Telecom and IT services provider Lightower said "the statute was amended in the dead of the night as one paragraph of a 400-page budget implementer bill that was drafted behind closed doors and passed by the legislature with minimal review in a single day at the end of the legislative session."

The move, Lightower added, amounted to "typical sleight of hand."

Soon after the 2013 policy shift, OCC began coordinating a coalition of towns interested in bringing their constituents higher internet speeds at lower costs. CT Gig, as the 46-community group was called, issued a request for information in 2014, receiving responses from 11 potential network developers interested in building high-speed networks. But the effort didn't get much further.

"The towns never quite got it off the ground," Vallee said. "No town signed with an investor."

East Hartford was one of the interested communities. Finance Director Michael Walsh said the coalition, while it offered attractive scale to a developer, was unwieldy. Local politics and concerns about potential financing methods got in the way. The biggest hurdle was the potential for property tax hikes to pay for the network.

"When it came down to adding it to the tax bill, that was literally the death knell," Walsh said.

The legislature has refused to reverse its 2013 policy change, so the legal dispute has been left to PURA. (A bill introduced earlier this year that would have restricted use of municipal gain failed to get out of committee.)

On June 1, PURA commissioners issued a draft decision that concluded "the authorized governmental gain or duct space cannot be utilized by the municipality to provide broadband services to its residents and businesses nor can it be assigned to another party for the provision of broadband services to persons or entities other than the local government."

If the agency sticks with its conclusion, Vallee said it's possible OCC will appeal in court.

Joseph Rosenthal, an OCC attorney, said the June ruling would preclude future options municipalities have to foster competition in the high-speed internet market, where just several companies dominate.

"The ruling took a pretty negative broad brush about what municipalities could do," Rosenthal said. "If there's a reasonable chance that we can bring value to citizens in this enormously important area through more competition ... we're going to keep at it."

Organizations that filed the PURA petition included Frontier, the New England Cable and Telecommunications Association (which represents Comcast, Charter and Cox), the Communication Workers of America, and a trade association of wireless providers, CTIA.

All but the telecom employee union either declined comment or did not respond to requests for comment for this story.

CWA Local 1298 President David Weidlich said his members are backing the petition because allowing municipalities to enter the telecom business could hurt Frontier, with which his union has a fruitful relationship (nearly 2,300 of his 3,300 members are Frontier employees).

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"We have to make sure they're successful or we won't have jobs," said Weidlich, adding that he doesn't mind competition, but draws the line at government-subsidized service competing with telecom providers.

East Hartford's strategy

Over the coming months, SiFi will be canvassing East Hartford residents and businesses to see if a fiber network can be financially viable in the town. It would be the company's first East Coast deployment.

SiFi needs one in every three East Hartford addresses to sign up for the service in order to move forward with the project, Walsh said.

While the telecom industry points to various municipal networks that have run into problems over the years as cautionary tales, including one in Groton, Walsh said a key factor in the arrangement is East Hartford won't be left holding the bag if things go wrong.

SiFi will pay for and own the network. The town is offering to become a SiFi customer and to allow the company to use municipal rights of way.

"We don't want to share or guarantee or backstop an investment," Walsh said.

Burying fiber underground is more expensive than hanging it on poles, but Walsh said the cost isn't prohibitive to the project. SiFi would "microtrench" the fiber in 1-inch-wide, 12-inch-deep trenches.

In the end, SiFi will need to wrangle at least one internet service provider to agree to offer service over its fiber cables, but that could be dicey.

Walsh said Frontier and Comcast have indicated they have no interest in offering that service.

"However, I also look at that as a competitive stance that we would revisit if we successfully get in the ground," Walsh said. "I would love for Comcast and Frontier to embrace this, but they're going to fight it."

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PUBLIC WAY LICENSE AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") dated as of [____], 2017, by and between SIFI NETWORKS EAST HARTFORD LLC, a Delaware limited liability company, hereinafter referred to as "PERMITTEE," and the Town OF EAST HARTFORD, a political subdivision of the State of Connecticut, hereinafter referred to as the "Town."

WITNESSETH

WHEREAS, PERMITTEE and the Town have entered into a Development Agreement dated as of [____], 2017 (hereinafter referred to as the "Development Agreement") relating to the installation of a fiber optic cable system and associated appurtenances (hereinafter referred to as the "System"); and

WHEREAS, pursuant to the Development Agreement, the Town has agreed to grant to PERMITTEE the right to install the System within portions of the Town's rights-of-way as set forth in the survey attached hereto as EXHIBIT A.

NOW, THEREFORE, in consideration of the premises and promises hereinafter made, said parties hereby agree as follows:

1. The above recitals are, by this reference, hereby incorporated as if they had been set forth in the text of this Agreement.
2. All terms not defined herein shall have the same meaning as set forth in the Development Agreement.
3. Town hereby grants and conveys to PERMITTEE, and its licensees, successors, transferees, and assigns, a license in portions of the Public Way, upon the terms set forth herein and in the Development Agreement, to erect, install, construct, operate, repair, replace, reconstruct, remove, maintain, use, or retain in, on, over, under, upon, across, certain portions of the Public Way as more particularly shown on EXHIBIT A and made a part hereof thereto (the "License Area"), for the purposes of erecting, installing, constructing, operating, repairing, replacing, reconstructing, removing, maintaining, using and retaining said 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 appurtenances to the System (the "Improvements"). This Agreement is subject to easements, covenants, conditions, and regulations in existence as of the date hereof.
4. Except in the event of an emergency, PERMITTEE shall provide notice to the Town at least 48 hours prior to any intended access of the License Area. In the event of an emergency (which shall include any loss of service on the System),

PERMITTEE shall provide notice to the Town as soon as practicable and if at all possible prior to accessing the License Area. PERMITTEE shall comply at all times with the then current Work Area Traffic Control Handbook (“WATCH Manual”).

5. All of the rights and privileges conferred upon PERMITTEE pursuant to this Agreement may be exercised by PERMITTEE, its successors and assigns, employees, agents, licensees, lessees, designated personnel, contractors, and all others authorized by them (“Permittee Personnel”), from time to time and at any time, without notice to the Town except as set forth in Section 4 of this Agreement. PERMITTEE shall not assign or transfer this Agreement and the rights contained herein in its favor without the consent of the Town which shall not be unreasonably withheld, conditioned or delayed.
6. Subject to easements, covenants, conditions, and regulations in existence as of the date hereof, PERMITTEE shall be permitted to make such alterations to the License Area as are reasonably necessary to erect, install, construct, repair, replace, reconstruct, remove, maintain, operate, and use, the System including, without limitation, adding and moving electrical lines and other utilities and apparatus. PERMITTEE shall be responsible for all costs incurred in the alterations. All construction, installation, maintenance and repair of the License Area shall be conducted so as to interfere as little as practicable with the Town’s use and operation of the License Area. The installation of the System and alterations by PERMITTEE in the License Area shall be done in a good and workmanlike manner by competent personnel or contractors, in conformity with all applicable permits, licenses, ordinances, laws and regulations, and free from any liens for labor or materials. Any damage to the License Area caused by reason of the exercise of PERMITTEE’s rights hereunder shall be corrected within a reasonable time by PERMITTEE at its sole cost and expense.
7. PERMITTEE will maintain the Improvements in accordance with the Development Agreement.
8. PERMITTEE shall not install or construct any other structures or improvements other than the Improvements and associated appurtenances described herein.
9. The Improvements installed within this area by PERMITTEE shall be at no expense to the Town. PERMITTEE shall be responsible, and assume all costs, for the installation and construction of the System and any relocation or protection of any part of the System in the event the relocation or protection of the System is necessary due to changes in any Public Way or in the event the Sewer System is changed at any time during the term of this Agreement.
10. The Town, at its sole cost, shall operate, maintain and repair the Sewer System so as to avoid damage or minimize adversely affecting the System. PERMITTEE shall have no duty to maintain or repair the Sewer System or to keep 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 without prior written notice to PERMITTEE.

11. The Town, its agents, or assigns, or any utility company or a Town franchisee may at any time, enter upon the areas covered by this Agreement for the purpose of installing, maintaining, relocating, altering, enlarging, repairing, or inspecting any utility, facility, or public work thereon.
12. This Agreement shall be binding upon the successors and assigns of PERMITTEE.
13. PERMITTEE shall restore damaged or disturbed surfaces or underground utilities at or adjacent to the License Area to equal or better than the original condition. Restoration shall be carried out immediately after construction. Any damage not repaired to the satisfaction of the Town shall be cause to suspend any operations within the Town's limits by the party causing the damage until the repairs are satisfactory to the Town.
14. Should the Town commence any action to enforce the terms of this Agreement or for any damages to Town property caused by PERMITTEE, PERMITTEE agrees to pay the Town the reasonable value of all legal services rendered to the Town in said action, and if the Town obtains any judgment thereon in its favor, such amount shall be added to such judgment.
15. The term of this AGREEMENT is for THIRTY (30) years commencing on date of Substantial Completion (as defined in the Development Agreement) of the System and may be extended for one (1) additional THIRTY (30) year period by PERMITTEE in accordance with Section 2.2 of the Development Agreement. This Agreement shall terminate upon the termination or expiration of the Development Agreement, including any extensions thereof.
16. The System and all of its parts and components which are installed and constructed by PERMITTEE in the License Area shall at all times be and remain the property of PERMITTEE unless abandoned by PERMITTEE or purchased by the Town in accordance with the Development Agreement.
17. The Town shall not install or construct, or permit the installation or construction of, any structures, improvements or obstructions on, over, or under, the License Area that interfere with PERMITTEE's access to, use and possession of the License Area, nor shall the Town otherwise impede, disturb, interfere with, or restrict, PERMITTEE's access to, use and possession of, the License Area, except as provided in the Development Agreement. PERMITTEE will make every effort to ensure trench depth is between 10 to 16 inches as not to impact the Town's ongoing, potential or emergency

improvements, restorations or projects. In the event that a conflict arises, the Town and PERMITTEE will work towards a mutual action as not to impact the Town and in a timely manner will relocate said portion of the System. PERMITTEE will have a 24/7/365 maintenance and project team on site for the term of the Agreement to assist in any conflicts. Facility depths and placement as well as access hand-hole, man-hole, hut and cabinet locations will be mutually agreed upon during the permit process.

18. The terms, conditions and rights contained herein shall remain in effect for as long as the Development Agreement remains in effect. Upon the termination of this Agreement, PERMITTEE shall not be obligated to and shall not remove all of any part of the System from the Public Way. PERMITTEE shall provide the Town with a record showing which parts of the System are abandoned upon termination no later than 15 days after termination.
19. The terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by the Town and PERMITTEE, and their respective successors and assigns (including, without limitation, any and all successors to the Town in title to all or any portion of the Public Way).
20. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. The rights granted pursuant to this Agreement shall not terminate or be in any way impaired by reason of a change in any uses of the Public Way or the present improvements or fixtures thereon.
22. In the event of a conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall control.
23. In the event of a breach of this Agreement by the Town, PERMITTEE shall be entitled to specific performance of any provision which reasonably lends itself to such remedy and other equitable relief such as injunctive relief, in addition to all other remedies permitted by law including, without limitation, damages.
24. PERMITTEE has made a one-time payment concurrent with the execution of this Agreement, in the amount of ONE HUNDRED DOLLARS (\$100.00), made payable to the TOWN OF EAST HARTFORD for Town's cost of the review and implementation of the conditions and terms of this Agreement.

(SIGNATURE BLOCK ON NEXT PAGE)

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

TOWN OF EAST HARTFORD,
a Connecticut municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM

Town Attorney

SIFI NETWORKS EAST HARTFORD LLC,
a Delaware limited liability company

By: _____

Its: _____

SMART CITY MANAGED SERVICES AGREEMENT

between

TOWN OF EAST HARTFORD, CONNECTICUT

and

[SIFI NETWORKS EAST HARTFORD LLC]

Dated [____], 2017

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1 Based on SiFi’s Annex 1.

2 Based on Section 25 of BOM.

3 Based on Section 36.3 of BOM.

SMART CITY MANAGED SERVICES AGREEMENT

This Agreement is made this [] day of [], 2017, between the Town of East Hartford, Connecticut (the “Town” or “Customer”) and [SiFi Networks East Hartford LLC], a Delaware limited liability company (together with its successors and assigns, “SiFi” or “SiFi Networks”) (each sometimes referred to as “Party” and collectively referred to as “Parties”).

RECITALS

WHEREAS, the Town, a political subdivision of the State of Connecticut (the “State”), wishes to receive access to fiber optics infrastructure at key Town locations for municipal use.

WHEREAS, the Town has entered into a Development Agreement dated [], 2017 (as amended or supplemented from time to time, “Development Agreement”), with SiFi whereby SiFi has agreed to install a Fiber Optic Network (“FON”) including the FOCUS system in the Town, and to be the manager of such system, and whereby the Town has granted to SiFi a license to all public rights of way/Public Ways necessary for the ownership, installation, operation and maintenance of the FON and the System in the Town.

WHEREAS, SiFi intends to install the System to provide certain service to the homes and businesses within the Town.

WHEREAS, the Town desires to contract with SiFi to use the System to provide fiber optic connections for certain physical communications purposes within the Town, including, but not limited to, voice, data and internet service for Town governmental functions, including emergency services of the Town, and at certain other demand points specified by the Town.

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:

SECTION 1. DEFINITION OF TERMS.

Section 1.1. Terms. For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Capitalized terms used in this Agreement that are not defined in this Agreement shall have the meaning ascribed to them in the Development Agreement.

“Agreement” or “MSA” means this written contract between the Town and SiFi, including without limitation all exhibits, schedules, appendices, and/or documents referenced herein, and any renewals, extensions or amendments the Parties make to it in accordance with the terms hereof.

“Annual Fee” means the annual fee paid by the Town for Services.

“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.

“Block” means its commonly understood meaning of an area within the Town that is bounded by four streets and/or alleys.

“Change” means any change to a Service or a New Service, any variation, alteration, modification or enhancement, including but not limited to any increase or decrease of the Scope or the volumes, devices, elements, mix, technologies or vendors included in the Services as set out in Annex III of this Agreement.

“Customer” or *“Town”* means the Town of East Hartford, Connecticut, a political subdivision of the State, including its officers, employees, agents and volunteers or its lawful successor, transferee, designee, or assignees.

“Commencement Date” means the date the System has achieved Substantial Completion.

“Core and Trunk” means the fiber optic cable emanating from the PoP and or street cabinet, from which fiber is installed passing the Premise or Ultimate Demand Point through the Public Way or other granted access by third parties, from which a Drop to an Ultimate Demand Point or Initial Demand Point can be made.

“CPI” means the Consumer Price Index for all Urban Consumers (CPI-U) published by the United States Department of Labor, Bureau of Labor Statistics.

“Development Agreement” is defined in the Recitals hereto.

“Drop” means the fiber optic cable run from the Core and Trunk to the Demand Point.

“Fair Market Rent” means the fair market value rent determined by SiFi, provided that the Town shall have the right to contest such valuation and such rent shall be subject to the dispute resolution procedures set forth in Section 8 hereof.

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

“FON” means SiFi’s fiber network built through the FOCUS™ design utilizing a combination of blown fiber, aerial, waste water and other conventional techniques to enable multi gigabit technologies. All fiber specifications conform to ITU G.652 specifications and fiber count ranges from 1 fibers up to 1000 fibers and including all passive and electronic equipment are utilized to deploy a distributed fiber network, within the Town boundaries.

“Force Majeure Event” is defined in the Development Agreement.

“Initial Demand Point” means a singular location or object within the Town which the Town has designated to receive a fiber connection (Drop) under this Agreement. All Initial Demand Points designated by the Town are identified on Exhibit B attached hereto, but such list is subject to modification by SiFi in the event Demand Points are not compatible with the System.

“Initial Term” shall have the meaning as set forth in Section 2.5.1.

“Initiation of Construction” means the mobilization of SiFi’s construction forces at the project site for the installation of the System.

“License” means the Public Way License Agreement, dated [____], 2017, by and between the Town and SiFi.

“Maintenance Specifications” means repairs to the FON complying with the specifications of FOCUS.

“Multiple Dwelling Unit” means an apartment building or single building containing more than one dwelling unit located within the Boundary.

“New Services” means any Service not defined in Annex III and/or as further described in Annex IV of this Agreement.

“ONT” means Optical Network Terminal to be mounted on the outside surface of the Demand Point.

“Optical Light Terminal” or *“OLT”* shall have the meaning as set forth in Section 2.1.

“Pass” or *“Passes”* means constructing the System to the curbside of a Demand Point premise, or the engineered point at or near a Demand Point from which a Drop is to be connected (at the Town’s cost) to the System.

“PoP” means point of presence, which is the physical central location of the System containing the equipment such as the Optical Light Terminal, necessary for the operation of the System and from which the fiber optic cables for the System emanate. This shall include any active or passive cabinets if included within the design.

“Premise” means the [location of a Demand Point] within the Boundary.

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

“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 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.

“*Related Documents*” means this Agreement, the Development Agreement, the License, including any exhibits, schedules, instruments or agreements relating thereto, as the same may be amended, modified or supplemented in accordance with the terms thereof and hereof.

“*Removal and Relocation Specifications*” means procedures to remove and relocate in accordance with FOCUS.

“*Renewal Term*” shall have the meaning as set forth in Section 2.5.1.

“*Services*” means the Basic Services and Project Services being in the scope of this Agreement as being set out in Annex III of this Agreement as amended from time to time by the Change Management Procedure.

“*Scope*” means the scope of Services under this Agreement as further defined in Annex III of this Agreement.

“*SiFi*” and “*SiFi Networks*” shall have the meaning set forth in the preamble above.

“*Smart City Demand Point Charge*” shall mean the additional monthly charge for each new Ultimate Demand Point that the Town requests be connected to the System.

“*State*” means the State of Connecticut.

“*Substantial Completion*” means the point at which: (a) the Core and Trunk of the System has been installed such that it passes 70% of the designated Ultimate Demand Points, (b) splitters have been installed for each of the Blocks, and (c) each Block’s optical time-domain reflectometer (“*OTDR*”) measurements are consistent with the Telecommunications Industry Association (“*TIA*”) 455-8 series standard for the “Measurement of Splice or Connector Loss and Reflectance”.

“*System*” means all parts of a FON system including, but not limited to, SiFi’s entire FOCUS system that shall support the delivery of [connectivity infrastructure][internet, voice, intranet and data signals], with the fiber optic cable to be laid from the PoP through the Public Way and to the Premise Wall or Demand Point, and will include the PoP, the fiber optic cable and all its component parts and appurtenances, and the other components of the FON system, including all replacements, repairs, restorations, modifications and improvements thereof or thereto.

“*Term*” shall have the meaning as set forth in Section 2.5.1.

“*Town Council*” means the Town Council of the Town, or any equivalent body.

“*Ultimate Demand Point*” means a singular location or object⁴ within the Town which the Town has designated that they may wish to receive a fiber connection (Drop) under this Agreement in the future; provided that for purposes of this Agreement, the Town may not designate more than [number of Town points] Ultimate Demand Points and any such Ultimate Demand Point must be compatible with the System in order to be designated. All Ultimate Demand Points designated by the Town are identified on Exhibit A attached hereto, but such list is subject to modification by SiFi in the event Ultimate Demand Points are not compatible with the System.⁵

“*Wholesale Infrastructure Operator*” is a company that provides operational services in respect to the System, including without limitation, management of service providers which by contract provide services to users who use the System with port-level broadband connectivity to the network owner’s infrastructure for an access fee. The Wholesale Infrastructure Operator provides 24 hours a day, 7 days a week, 365 days a year network operations support from their network operation center (NOC), which includes but not limited to network monitoring, IP provisioning, ticket escalation procedures and communication provider billing. The Wholesale Infrastructure Operator is further responsible for provisioning of backhaul transport, but not transit (internet).

SECTION 2. USE AND MAINTENANCE OF THE SYSTEM.

Section 2.1. System Size. The System shall have an optical line terminal (“*OLT*” or “*Optical Light Terminal*”) with ports installed at the PoP or associated active cabinets distributed in the field dependent on final design review. The System will include fiber optic cable that serves up to [number of town points] maximum designated Ultimate Demand Points of the Town within the anticipated development area in Exhibit C. SiFi will construct the System to connect to Initial Demand Points listed in Exhibit B.

Section 2.2. Title; Use and Access of the System. Title to the System (including all ONTs and all the Drops to the Ultimate Demand Points and Initial Demand Points) shall be held by and remain in SiFi at all times during and after the Term of this Agreement unless abandoned by SiFi or purchased by the Town in accordance with the Development Agreement. The Town is granted the exclusive right to use and access the System at the Initial Demand Points to provide fiber optic connections for all municipal communications purposes within the Town, including, but not limited to, all voice, data and internet service for all the Town governmental functions, including emergency services of the Town. The Town is not permitted to use the System to provide any retail service, directly or indirectly; provided however, the Town may sell advertising on its websites. The Town’s use and access of the System, under this Agreement, is limited to not more than [number of Town points] compatible Ultimate Demand Points

⁴ A Demand Point does not need to be a physical building, but could be a street light or bus stop etc.

⁵ The Town is responsible for all costs of connecting Ultimate Demand Points to the System.

designated by the Town as identified on Exhibit A attached hereto. The Town is responsible for 100% of all costs of connecting the System to each Ultimate Demand Point. The Town shall use the System as its primary connectivity infrastructure for all of the Town's physical communications purposes including, but not limited to, all voice, data and internet service for all the Town governmental functions, including emergency services of the Town to the extent SiFi provides Service for such governmental services. SiFi also agrees to permit all Town employees that are subscribed to receive residential services from a service provider on SiFi's System to receive access to the Town intranet at prices to be determined by SiFi to the extent that the Town wishes to elect to make this service available to such Town employees.

Section 2.2.1. The Town may subcontract the use and access of the capacity on the System granted to the Town described in this Section 2.2 with the prior written consent of SiFi, in its sole and absolute discretion, so long as it does not alter any of the obligations of the Town herein⁶. The Town may also only appoint SiFi-approved Wholesale Infrastructure Operators to manage the access and use of the capacity of the System that this Agreement allows. The Town is not permitted to use the System, directly or indirectly, for any commercial or retail purposes, except for advertising on its websites or on terms first approved in writing by SiFi in its sole and absolute discretion.

Section 2.3. Power to ONT. Where the ONT is externally mounted on the Premise Wall, Ultimate or Initial Demand Point, then the Town will be responsible for providing the electrical connection to the ONT and the Town will be responsible for the electric power needed with respect thereto. Where the ONT is installed internally within the Premise, Initial or Ultimate Demand Point, then the Town will be responsible for installation and shall ensure that the ONT will be located next to a pluggable power outlet. Subject to the foregoing, SiFi will be responsible for providing the Town, at the Town's cost, ONTs only at the Ultimate or Initial Demand Points that are compatible with the System. SiFi shall be responsible for installing and procuring ONTs but applicable charges will be invoiced to and paid by the Town for the connection of each Ultimate Demand Point and the Town shall be responsible for paying the same in full within thirty days of the Town's receipt of the invoice.⁷

Section 2.4. Connection Costs. Prior to Substantial Completion, SiFi will Drop a terminated fiber into and at the ONT from the Core and Trunk up to the Premises or outside the Initial Demand Point. This shall be the full extent of SiFi's duty to Drop up to Premises or Initial Demand Point. SiFi shall construct the System to Pass up to all Ultimate Demand Points (up to [number of Town points]) designated by the Town. When connections are required to be made from the System to the designated Ultimate Demand Points, SiFi will undertake the construction to connect one of the Ultimate Demand Points up to the ONT and shall invoice the Town for all such connection services. If the cost of connecting the System to any one Ultimate Demand Point that is requested by the Town is expected to exceed \$1,000, then SiFi shall notify the Town and request the Town's approval prior to commencing the connection work to that Ultimate

⁶ Which consent may be conditioned upon appropriate indemnifications from such subcontractors, among other things.

⁷ Town to budget in advance for such costs.

Demand Point. For each new connection to an Ultimate Demand Point Town must pay SiFi a Smart City Demand Point Charge of \$20 per month after the third anniversary of the Effective Date of this Agreement so long as Substantial Completion has been achieved. SiFi Networks may increase the Smart City Demand Point Charge by two percent (2%) or CPI whichever is higher, such increase not to exceed five percent (5%) in any single year.

Section 2.5. Term.

Section 2.5.1. This Agreement shall become effective on [____], 2017 upon the satisfaction of the conditions precedent set forth in Exhibit D attached hereto (or the waiver of such conditions precedent by SiFi in its sole discretion) (“*Effective Date*”). The term of the Town’s payment obligations described in Section 5 of this Agreement shall commence on Commencement Date, and renew automatically at the start of each fiscal year for and expire at midnight on the date that is [twenty (20)] years from the Commencement Date (“*Initial Term*”), subject to earlier termination set forth in Section 2.5.2 and Section 7; *provided* that the Town shall pay for any continued usage of the System on a month-to-month basis at Fair Market Rent for each month or part thereof that the Town fails to disconnect fully and comprehensively from, or terminate usage of, the System following such a non-appropriation or termination of the Agreement. Following the Initial Term, the Town’s payment obligations described in Section 5 of this Agreement shall automatically renew for one additional term of [ten (10)] years commencing on the twentieth (20th) anniversary of the Commencement Date (“*Renewal Term*,” and, collectively with the Initial Term, the “*Term*”) ⁸ subject to earlier termination set forth in the Development Agreement and Section 2.5.2 and Section 7 hereof, unless one of the Parties notifies the other Party in writing of its intention to not renew this Agreement with at ninety (90) days’ notice prior to the expiration of the Initial Term, and subject to earlier termination set forth in the Development Agreement and Section 2.5.2 and Section 7 hereof; *provided* that the Town shall pay for any continued usage of the System on a month-to-month basis at Fair Market Rent for each month or part thereof that the Town fails to disconnect fully and comprehensively from, or terminate usage of, the System following such a non-appropriation or termination of the Agreement. Nothing in this section shall impair or diminish the Town’s non-appropriation rights as set forth in this Agreement.

Section 2.5.2. Appropriations Pledge. The Town hereby covenants to take such action as may be necessary to include all amounts payable to SiFi hereunder in its annual budget request to be considered by the Town Council. In addition, the Town covenants to take such action as may be necessary to amend or supplement the budget appropriations request for payments due to SiFi hereunder at any time and from time to time during any fiscal year in the event that the actual amount owing to SiFi hereunder in any fiscal year exceeds the appropriations then adopted by the Town Council in the Town's budget. The covenants on the part of the Town contained herein shall be deemed to be and shall be construed to be the duty of each and every public official of the Town to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Town to carry out and perform the covenants and

⁸ Town to confirm that term and structure of this MSA satisfies applicable annual appropriation requirements for municipalities in State of Connecticut.

agreements in this Section 2.5.2 agreed to be carried out and performed by the Town. In the event the Town Council fails to appropriate sufficient funds to pay its obligations hereunder in any fiscal year as described in this Section 2.5.2, then SiFi shall have the right to disconnect the Town from the System. Automatically upon a non-appropriation of the amounts payable to SiFi hereunder, the Town shall have no further rights or obligations with respect to SiFi or the System and this Agreement and all of the Town's rights with respect to the System shall immediately and automatically terminate; *provided, however*, that following such a non-appropriation the Town shall pay for any continued usage of the System on a month-to-month basis at Fair Market Rent for each month or part thereof that the Town fails to disconnect fully and comprehensively from, or terminate usage of, the System prior to such non-appropriation.

The Town represents, covenants, warrants and agrees to request annual appropriation from Town Council of sufficient funds to meet its payment obligations under this Agreement, and that such appropriation is sought in a manner consistent with its normal budgetary process, and in the same manner as other funds that the Town normally appropriates for (including, but not limited to, appropriations for its police and fire services). Town agrees not to treat its obligation to seek appropriation of funds sufficient to meet its payment obligations under this Agreement in a manner subordinate to or separate from funds that it would otherwise normally appropriate for, as described in the preceding sentence.

Section 2.6. Marketing. Beginning with the Effective Date, the Town will cooperate with SiFi's marketing efforts for the promotion and sales efforts to Town residents and businesses in order to allow SiFi to procure subscriptions to, and customers for, the System and to assist SiFi in the design of the System. All marketing, promotional, and sales materials shall be proprietary to SiFi and shall be approved in writing by SiFi prior to dissemination to the public.

Section 2.7. Fees and Expenses. 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 shall not be responsible for any fee or payments to the Town in connection with this Agreement.

Section 2.8. Maintenance of Town Property and Demand Points for the System. From the Effective Date and until the end of the term of this Agreement and any extensions thereof, SiFi shall, at its sole cost and expense, maintain and operate and, if necessary, temporarily relocate the System in accordance with Maintenance Specifications and the Removal and Relocation Specifications; *provided* that the Maintenance Specifications and the Removal and Relocation Specifications may be amended from time to time by the parties for the purpose of conforming the specifications to industry custom and practice established in the United States. The Town also shall, at its sole cost and expense, maintain, operate and insure all Town property, Public Ways, Town furniture, Town Premises and all Ultimate and Initial Demand Points that touch, are adjacent to or support the System or any ONT, such that the same remains in good working order so that the System is capable of providing interconnectivity in accordance with current fiber optic industry standards and specifications. SiFi shall have no duty to maintain, repair, or operate any Town property, Public Ways, Town furniture, Town Premises or Ultimate

and Initial Demand Points or insure any of the same or keep any of the same in good working order. The Town shall not make any modifications to, or alter, the System in any way.

Section 2.8.1. Maintenance, repair and operation of the System shall only be performed by SiFi or contractors approved in advance by SiFi.

Section 2.8.2. In the event SiFi reasonably believes that the Town has failed, or is failing, to maintain, repair and keep any Town property, Public Ways, Town furniture, Town Premises, Initial Demand Point or Ultimate Demand Point in good working order as required by Section 2.8 above, SiFi, at its option has the right, but not the duty, to perform repairs to, and maintain, such Town property, Public Ways, Town furniture, Town Premises, Initial Demand Point or Ultimate Demand Point. The Town shall promptly reimburse SiFi for all such costs incurred by SiFi upon presentment of documentation of the costs, such as invoices and statements from vendors.

Section 2.8.3. SiFi does not have any duty or obligation to upgrade or improve the System or any of its component parts, however in the event of equipment failure covered by guarantee or warranty, SiFi will use commercially reasonable efforts to collect on such guarantees or warranties.

Section 2.9. Key Performance Indicators and Service Level Agreements:

Section 2.9.1. Compliance with the performance of the Services will be measured by Key Performance Indicators (“KPIs”) which may include agreed Service Level Agreements (“SLAs”) as further described in Annex I attached hereto. Each KPI is defined by a Target Level, an High Target Level, Low Target Level, Critical Target Level and a Target Zone as further defined in Annex I – KPIs, SLAs.

Section 2.9.2. The Parties have agreed upon initial KPIs to measure SiFi Networks’s compliance with the agreed Service Levels as from the date the System has achieved Substantial Completion. Such KPIs and the related SLAs are set out in Annex I – KPIs, SLAs.

Section 2.9.3. Initial KPIs shall be measured as from the date the System has achieved Substantial Completion; *provided that*, for the nine (9) months following Substantial Completion SiFi Networks shall not be in breach of contract for failure to achieve any applicable KPI during such period; *provided further* that with respect to each remaining Ultimate or Initial Demand Point completed after Substantial Completion, during the nine (9) months following completion of such Ultimate or Initial Demand Point SiFi Networks shall not be in a breach of contract for failure to achieving any applicable KPI during such period. Such KPI’s shall be mutually adjusted by the Parties prior to the end of the latest such nine (9) month period if any KPI’s are determined to be not achievable; however until such adjustment and finalization of the KPIs has been agreed between the Parties, SiFi Networks shall remain not liable for achieving any applicable KPIs.

Section 2.9.4. In addition to the agreed initial KPIs and related SLAs the Parties may agree upon new KPIs at any time during the Term, including but not limited to any Change or introduction of New Services.

Section 2.9.5. For new KPIs or for any modification of a KPI after the adjustment and finalization of the KPIs (as described in Section 2.9.3), Annex IV hereto and Section 2.9.6 of this Agreement shall apply.

Section 2.9.6. For each new KPI, a grace period of 12 (twelve) months or any other period as agreed between the Parties and set out in Annex I – KPIs, SLAs shall apply during which such new KPIs shall be measured and SiFi Networks shall not be in a breach of contract if not achieving these respective new KPIs. After the grace period, the Parties shall mutually agree upon the final definition of the new KPIs in writing as an addendum to this Agreement. No new KPI shall be binding unless a mutual agreement has been executed by the Parties.

The Parties may agree upon new KPIs and related SLAs for any Change or New Service in accordance with Annex IV to this Agreement. Sections 2.9.5 and 2.9.6 shall apply for such new KPIs.

Section 2.9.7. SiFi Networks shall provide the Town with a monthly report on the performance of the Services as agreed in Annex I – KPIs, SLAs. The Parties may agree on other reporting intervals for KPIs not being measured on a monthly basis, but in no event shall the reporting interval be shorter than monthly intervals.

Section 2.9.8. Any exclusions and/or exceptions affecting the KPI results as defined in Annex I – KPIs, SLAs shall be excluded from these KPI results. SiFi Networks shall provide a written report to the Town referring to the applied exclusions and/or exceptions as defined in Annex I – KPIs, SLAs in order to enable a verification of the applied exclusions and/or exceptions by the Town.

Section 2.10. Quality of Services.

Section 2.10.1. SiFi Networks shall perform the Services at all times exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled, reasonable and experienced provider of such Services under similar or same circumstances.

Section 2.10.2. SiFi Networks shall support the further development of the quality of the Network as agreed in writing between the Parties from time to time.

Section 2.10.3. SiFi Networks may from time to time propose certain modifications or developments of the Network in order to improve or maintain the level of quality and the Town shall discuss such proposals with SiFi Networks. The Town shall not be obliged to implement such proposals; however if the quality of the Service degrades due to a non-implementation of such proposals without SiFi Networks's fault, SiFi Networks shall not be liable for such degradation and SiFi Networks shall not be considered as being in breach of any provisions of this Agreement.

Section 2.11. Rights of Way and Properties of the Town.

Section 2.11.1. The Town shall all times grant SiFi Networks's personnel timely access to its Public Ways, properties and facilities relating to the System free of charge and grant, or cause to be granted, any and all licenses necessary to use such properties and facilities, as required for SiFi Networks to provide the Services as set out in this Agreement. SiFi Networks will not be held accountable for any failure under this Agreement as a result of a failure to utilize Town licensed software.

Consistent with Annex V to this Agreement, the Town hereby sublicenses or otherwise transfers sufficient rights and licenses under all third party Intellectual Property commercially necessary to operate the System and/or provide the Services in accordance with this Agreement.

Section 2.11.2. SiFi Networks shall in particular comply with the Town's safety and security policies and regulations as set out in Annex II – the Town's Environment, Health and Safety as disclosed and amended by the Town from time to time as well as related to the applicable data protection laws. The Town shall promptly notify SiFi Networks about any change of such policies or regulations and laws. The Parties shall agree upon a reasonable timeframe for the implementation of any new or changed policies or regulations and laws.

Section 2.11.3. All costs incurred by SiFi to adapt the Town's properties and facilities or any Ultimate or Initial Demand Points to the System or SiFi's Service delivery environment shall be borne by the Town. If the cost of connecting the System to any one Ultimate or Initial Demand Point is expected to exceed \$1,000, then SiFi shall notify the Town and request the Town's approval prior to commencing the connection work to that Demand Point.

SECTION 3. INSURANCE AND INDEMNIFICATION.

Section 3.1 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.

Section 3.1.1 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; \$500,00 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:

Section 3.1.2 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.

Section 3.1.3 Qualified Insurers. All insurance required under this Section 3.1 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.

Section 3.1.4 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.

Section 3.1.5 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.

SECTION 4. CONFIDENTIALITY AND ASSIGNMENT.

Section 4.1. Proprietary Information and Assignment.

Section 4.1.1. Treatment of Confidential and Proprietary Information. Subject to local, state and federal law, including without limitation the [Connecticut Freedom of Information Act], the Town agrees that, without the prior written consent of SiFi, all information regarding the System, including, without limitation, plans, drawings, designs, conceptual renderings, cost information, specifications, photographs, reports, manuals, and other documents (“*Confidential Information*”), shall be kept confidential and shall not be disclosed to any individuals or entities other than the Town’s authorized representatives, staff and consultants, in each case who have agreed to abide by the terms of this Section 4.1.1 with regard to such Confidential Information.

Section 4.2. Assignment of Agreement. SiFi shall have the right to assign, novate, sell, encumber, or transfer this Agreement, the System or any part thereof, subject to approval by the Town. Such approval by the Town shall not be unreasonably withheld, conditioned or delayed, and in any event granted or denied in writing within forty-five (45) calendar days after request therefor, or if the Town fails to respond in accordance with the Development Agreement within forty-five (45) calendar days after request, shall be deemed to be approved by the Town. Upon any such assignment or novation, SiFi shall be released from all obligations and liabilities under this Agreement from and after the date of such assignment. Notwithstanding the foregoing Assignment provision, in order to finance System construction, installation, operations and other related matters, SiFi and/or its project partners reserves the right to grant security interests in the Network to one or more third parties. Notwithstanding anything to the contrary in this Agreement, SiFi, and/or its project partners, may assign, mortgage, pledge, hypothecate, or otherwise transfer without consent of any kind its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom SiFi and/or its project partners (1) has obligations for borrowed money or in respect of guarantees thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers’ acceptances or similar facilities or in respect of guarantees thereof. The Town, at the request of SiFi, shall execute such further instruments, acknowledgments, subordinations and estoppel agreements as may be required in connection with SiFi Network’s financings or that of its project partners and in any event granted within twenty (20) calendar days after request therefor at the sole cost of SiFi, including reasonable attorneys’ fees and expenses.

Section 4.3. Attornment. In the event that title to the System changes pursuant to Section 4.2, the Town’s obligations under this Agreement shall remain in force and in effect, and shall attorn to the benefit of the successor in title; *provided, however*, that any such successor in title maintains sufficient financial, managerial, and technical capacity and resources to perform its obligations under the terms of this Agreement, and such successor assumes all of SiFi Network’s obligations under this Agreement.

Section 4.4. Assignment by the Town. The Town shall not have the right to assign, transfer, pledge or delegate its interest in this Agreement without SiFi Network’s express prior written consent. In the event SiFi Network provides written consent to an assignment or transfer

by the Town, such assignment shall expressly require that any assignee or transferee hereunder: (1) assumes all of the Town's obligations under this Agreement; (2) holds all necessary government authorizations, approvals, certifications and permits to use the System for all governmental and municipal communication purposes and to contract with SiFi for the construction, use, management and operation of the System and to license all Public Ways in support of the construction, use, operation and maintenance of the System and the grant to SiFi all interest in the Initial and Ultimate Demand Points; and (3) in the reasonable judgment of SiFi, possesses sufficient financial, managerial and technical capacity to perform under the terms and conditions of this Agreement and the other Related Documents. Upon such assignment, the Town shall be released from all obligations and liabilities under this Agreement. An assignment, transfer, pledge or delegation of the Town's interest in this Agreement in violation of this Section 4.4, at SiFi's option, shall be void, or, give SiFi, in its sole discretion, the right to terminate this Agreement.

SECTION 5. PAYMENTS.

Section 5.1. Payments. Except as provided in Section 2.5.2 and the failure of SiFi to provide the System or the Services, the obligations of the Town to make all payments hereunder and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

Following a non-appropriation described in Section 2.5.2 hereof or any termination of this Agreement, including pursuant to Section 7, the Town shall pay for any continued usage of the System on a month-to-month basis at Fair Market Rent for each month or part thereof that the Town fails to disconnect fully and comprehensively from, or terminate usage of, the System following such a non-appropriation or termination of the Agreement. This provision shall survive termination of this Agreement.

The Town shall pay SiFi the following amounts:

Section 5.1.1. Substantial Completion. A non-refundable, non-recurring fee of \$40,000 shall be paid to SiFi upon submission by SiFi of an invoice to the Town for such fee.

Section 5.1.2. Following Substantial Completion. Following Substantial Completion, the Town will work with SiFi to transfer Services to the System as soon as possible. SiFi shall provide the Town with a monthly report of each Initial Demand Point and Ultimate Demand Point provided Service and shall provide the Town with a monthly invoice of the Smart City Demand Point Charge for such Demand Points. The Town may challenge the availability of Service at any Demand Point and adjust its invoice accordingly. Initial Demand Points shall be invoiced at the rates set forth in **Exhibit B** hereto. SiFi and the Town will work together to confirm Service at the Initial Demand Points and Ultimate Demand Points and provide necessary repairs, replacement and equipment necessary to establish Service.

SECTION 6. TOWN'S OBLIGATIONS.

Section 6.1. Obligations of the Town. In addition to all other duties and obligations contained elsewhere in this Agreement, the Town has the following duties and obligations:

(a) Provide a single point of contact ("*SPOC*") for SiFi, which SPOC will assist SiFi in addressing all issues related to the System and Services and this Agreement and the other Related Documents, providing coordination with and act as a liaison to, the Town departments, and serving as a communications and troubleshooting resource for SiFi.

(b) Offer the full cooperation of all the Town departments with respect to relevant issues with respect to the System and Services and this Agreement and the other Related Documents. Such cooperation will be supervised by the SPOC.

(c) Participate in regular status meetings for the coordination of all matters related to the System and Services and this Agreement and the other Related Documents.

(d) The Town will not impair or encumber the operation of the System in any way. The Town will not undertake, acquire, construct, operate, maintain, lease, or contract for a system that will compete with the System for one year after the Effective Date. The Town shall not take any action that would materially harm the economic feasibility of the System.

(e) From time to time hereafter, the each party will execute and deliver such additional instruments, certificates or documents, and will take all such actions as the other party may reasonably request for the purposes of implementing or effectuating the provisions of the Related Documents or for the purpose of more fully perfecting or renewing the rights of such party with respect to the rights, properties or assets subject to such documents (or with respect to any additions thereto or replacements or proceeds thereof or with respect to any other property or assets hereafter acquired by the Town which may be deemed to be a part thereof). Upon the exercise of any power, right, privilege or remedy pursuant to the Related Documents which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each party will, to the fullest extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the SiFi may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

SECTION 7. ENFORCEMENT OF AGREEMENT.

Section 7.1. SiFi Breach or Default. In the event the Town believes that SiFi has not complied with the material terms of this Agreement, the Town shall promptly notify SiFi in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Section 7.1.1. SiFi's Right to Cure or Respond. Subject to 8 and Section 9.1, SiFi shall have thirty (30) days (or such longer period described in Section 7.1.2.(iii) below or Section 9.1 below) from its receipt of the Town's notice described in Section 7.1 above:

- (a) to respond to the Town, contesting the assertion of noncompliance or default;
- (b) to cure such default; or
- (c) in the event that, by nature of the default or noncompliance, such default or noncompliance cannot be cured within the forty-five (45) day period, to initiate reasonable steps to remedy such default and notify the Town of the steps being taken and the projected date that they will be completed, such forty-five (45) day cure period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from receipt of such notice.

Section 7.1.2. Enforcement by the Town for SiFi Breach. After the Town complies with its obligations in Section 7.1 above and if SiFi fails to cure any noncompliance or default within the forty-five (45) day notice period, or if such a cure is not possible within forty-five (45) days pursuant to Section 7.1.1(c) above or the extended cure period as permitted by Section 7.1.1(c) above, the Town may:

- (i) Seek specific performance or seek other equitable relief;
- (ii) Seek money damages from SiFi; or
- (iii) Subject to the Force Majeure provisions in Section 9.1 below, in the event no service of any kind is provided to the Town for a period in excess of sixty (60) consecutive days, provide written notice to SiFi and its lender(s) of the Town's intent to terminate this Agreement. SiFi shall have an additional forty-five (45) day period commencing upon receipt of such notice to arrange for such service. If no service of any kind is provided over the entire System within this forty-five (45) day cure period, SiFi's lender shall have forty-five (45) days from the end of the SiFi forty-five (45) day cure period to provide [service][connectivity]. If SiFi's lender(s) fails to do so within this time period, the Town may terminate this Agreement by written notice to SiFi and its lender(s). The Town shall have no obligation to pay for Service not received.

Section 7.1.3. Reservation of Rights. Except for any rights it explicitly waives in this Agreement, the Town reserves all legal and equitable rights it may have to enforce this Agreement.

Section 7.2. Town Breach or Default. In the event SiFi believes that the Town has not complied with the material terms of this Agreement, it shall promptly notify the Town in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Section 7.2.1. Town's Right to Cure or Respond. Subject to 8 and 9.1 below, the Town shall have thirty (30) days from its receipt of SiFi's notice described in Section 7.2 above:

- (a) to respond to SiFi, contesting the assertion of noncompliance or default;
- (b) to cure such default; or
- (c) in the event that, by nature of the noncompliance or default, such noncompliance or default cannot be cured within the forty-five (45) day period, to initiate reasonable steps to remedy such default and notify SiFi of the steps being taken and the projected date that they will be completed, such forty-five (45) day cure period shall be extended for a reasonable amount of time to permit such cure but not to exceed ninety (90) days from receipt of such notice.

Section 7.2.2. Enforcement by SiFi for Town Breach. After SiFi complies with its obligations pursuant to Section 7.2 above and if the Town fails to cure any noncompliance or default within the forty-five (45) notice period, or if such a cure is not possible within forty-five (45) days pursuant to Section 7.2.1(c) above or the extended cure period as permitted by Section 7.2.1(c) above, SiFi may:

- (i) Seek specific performance or other equitable relief;
- (ii) Seek damages from the Town; or
- (iii) Terminate this Agreement by sending written notice to the Town if the Town has failed to:
 - (a) pay amounts due pursuant to this Agreement;
 - (b) maintain, repair, operate and insure any Town property, Public Ways, Town furniture, Town Premises, Ultimate Demand Points or Initial Demand Points as required by this Agreement, or keep such Town property, Public Ways, Town furniture, Town Premises Ultimate Demand Points or Initial Demand Points in good working order and capable of supporting the System or any combination thereof consistent with current fiber optic industry standards and specifications as required by this Agreement; or
 - (c) Comply with or perform any other material term of this Agreement.

Section 7.2.3. Termination. In the event either SiFi or the Town terminates this Agreement, the Town shall immediately stop all use of the System by the Town and its employees. Following any termination of this Agreement, the Town shall pay for any continued usage of the System on a month-to-month basis at Fair Market Rent for each month or part thereof that the Town fails to disconnect fully and comprehensively from, or terminate usage of, the System following such a non-appropriation or termination of the Agreement.

Section 7.3. Reservation of Rights. Except for any rights explicitly waived in this Agreement, the parties reserve all legal and equitable rights they may have to enforce this Agreement.

Section 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. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIMS.

SECTION 8. DISPUTE RESOLUTION.

Section 8.1. Dispute Escalation. As to any dispute which is not resolved in the ordinary course of business, SiFi and the Town shall first attempt in good faith to promptly resolve such dispute by negotiations between their respective representatives. Either SiFi or the Town may initiate the escalation procedure by delivery of written notice of the dispute (“*Dispute Notice*”) to the other. Not later than thirty (30) days after delivery of the Dispute Notice, a representative with authority to settle the dispute shall meet with the other party’s designated representative with authority to settle the dispute at a reasonably acceptable time and place, and thereafter as such representatives deem reasonably necessary. The executives shall exchange relevant information and endeavor to resolve the dispute. Prior to any such meeting, each party’s representatives shall advise the other as to any individuals who will attend such meeting with the representative. In the event that the parties are unable to resolve the dispute in the above-described manner within thirty (30) days after the initial meeting between representatives, then the parties may resolve any dispute arising out of or relating to this Agreement, or the parties’ respective rights and duties hereunder, by and through the institution of legal proceedings in a federal or state court of competent jurisdiction in the State of Connecticut. All negotiations pursuant to this Section shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

Section 8.2. Non-Binding Mediation. Notwithstanding Section 8.1, prior to resorting to litigation but after the meeting between the representatives described in Section 8.1, both parties may jointly submit any dispute arising under this Agreement to non-binding mediation. Both parties shall agree on the mediator and in the absence of any such agreement, both parties shall nominate one (1) mediator, and the final mediator shall be selected from the nominated mediators by virtue of a game of chance. All negotiations pursuant to this Section shall be confidential and treated as compromise negotiations for purposes of Rule 408 of the Federal Rules of Evidence and any other similar law or rule of evidence that is applicable.

SECTION 9. MISCELLANEOUS PROVISIONS.

Section 9.1. Force Majeure. Neither party shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by a Force Majeure Event. If either party shall be unable to carry out the whole or any part of its obligations under this Agreement by reason by a Force Majeure

Event, then the performance of the obligations under this Agreement of such party as they are affected by such cause shall be excused for the time during which such condition exists and for thirty (30) days thereafter.

Section 9.2. Notice. All notices shall be in writing and shall be served upon the other party by hand delivery, overnight mail, 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, Connecticut 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, Connecticut 06103
Email: dpanico@rc.com

If to SiFi:

[Name]
[Address]
[City, State, Zip]
Attn: [_____]
Email: [_____]

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

SiFi Networks East Hartford LLC
[Address]
[City, State, Zip]
Attn: [_____]
Email: [_____]

Notices shall be deemed received the same day with delivery upon hand delivery, and the next business day with delivery upon overnight mail, electronic mail, or by facsimile.

Section 9.3. Entire Agreement. This Agreement, including all exhibits, embodies the entire understanding and agreement of the Town and SiFi with respect to the subject matter

hereof. This Agreement supersedes all other agreements whether written, verbal, or otherwise between SiFi and the Town with respect to the subject of this Agreement.

Section 9.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 9.5. Governing Law and Waiver of Jury Trial. This Agreement shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Connecticut, irrespective of conflict of laws principles. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (A) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BROUGHT BY OR ON BEHALF OF ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) AND (B) ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LEGAL PROCEEDING IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF CONNECTICUT.

Section 9.6. Modification. No provision of this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Town and SiFi.

Section 9.7. 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 person or entity not a party to this Agreement including a member of the public.

Section 9.8. No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural that SiFi or the Town may have under federal or state law unless such waiver is expressly stated herein.

Section 9.9. 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 by virtue of the relationship and rights created by this Agreement absent abandonment by SiFi or purchase by the Town as provided in the Development Agreement.

Section 9.10. NO JOINT VENTURE, PARTNERSHIP OR ALTER EGO; INDEPENDENT CONTRACTOR. Nothing contained in this Agreement, any document executed in connection herewith or any other Related Document or other instrument with any other party shall be construed as making the parties hereto joint partners, joint venturers or alter egos of each other or any other entity. SiFi 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. Neither Party in any manner shall act or indicate to any third party that it is the agent of the other Party.

Section 9.11. Headings. 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.

Section 9.12. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which counterparts when executed and delivered, each of which shall be an original, and shall have the same force and effect as if all Parties had executed a single copy of this Agreement. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile or email transmission of any signed facsimile or email transmission hereof shall be the same as delivery of an original.

Section 9.13. No Waiver. Failure by either Party to assert or declare any one breach or failure to perform shall not be construed as a waiver of any other or subsequent breach or failure to perform.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the Parties as set forth below, as of this ____ day of [____], 2017.

TOWN OF EAST HARTFORD, CONNECTICUT

By: _____
Name: _____
Title: _____

Dated: _____, 2017

[SiFi NETWORKS EAST HARTFORD LLC]

By: _____
Name: _____
Title: _____

Dated: _____, 2017

EXHIBIT A

BOUNDARY

(SUBSTANTIAL COMPLETION ULTIMATE DEMAND POINT LIST)

EXHIBIT B
INITIAL DEMAND POINTS

EXHIBIT C

ANTICIPATED DEVELOPMENT AREA WITHIN TOWN

EXHIBIT D

CONDITIONS PRECEDENT TO EFFECTIVENESS OF MSA

The effectiveness of the MSA is subject to the satisfaction of all conditions precedent set forth in this Exhibit D, and that SiFi shall have received, on or before the Effective Date, the items listed below in this Exhibit D, each dated and in form and substance as is satisfactory to SiFi:

(a) The following Town organizational documents:

(i) copies of the resolutions of the governing body of the Town approving the execution and delivery of the Related Documents to which the Town is a party, approving the form of the Related Documents to which it is not a party and the other matters contemplated hereby, certified by the Town Clerk as being true and complete and in full force and effect on the Effective Date;

(ii) the audited annual financial statements of the Town for the Fiscal Year ended June 30, 2016, together with internally prepared financial statements of the Town for each fiscal quarter ended since the end of such Fiscal Year;

(iii) a copy of the Town's investment policy in effect as of the Effective Date;
and

(iv) a certificate dated the Effective Date and executed by a Town Representative certifying the names and signatures of the persons authorized to sign, on behalf of the Town, the Related Documents to which it is a party and the other documents to be delivered by it hereunder or thereunder.

(b) An executed original or certified copy, as applicable, of each of the Related Documents.

(c) Opinions, dated the Effective Date and addressed to SiFi or on which SiFi is otherwise expressly authorized to rely, from Corporation Counsel to the Town, to the effect that:

1. Town is a political subdivision of the State, duly organized and existing under the laws of the State.

2. Town has the requisite power and authority to grant SiFi rights in the Public Ways with respect to the System and the Services and to execute and deliver the Related Documents and to perform all of its obligations under the Related Documents.

3. The Related Documents have been duly authorized, approved, executed and delivered by and on behalf of Town and the Related Documents are legal, valid and binding obligations of Town enforceable in accordance with their respective terms.

4. The authorization, approval, execution and delivery of the Related Documents and all other proceedings of Town relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding

laws, procurement laws and all other applicable state or federal laws, by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Transaction Documents. All approvals and public hearings, if any, of all governmental authorities required in connection with the authorization, approval, execution and delivery of the Related Documents and the installation, operation and maintenance of the System and the Services have been obtained and have occurred and are in full force and effect on the date thereof.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that challenges the proper authorization, approval and execution of the Related Documents, the ability of the Town otherwise to perform its obligations under the Related Documents and the transactions contemplated thereby or authority of the Town to enter into the transactions contemplated by the Related Documents, the System and/or the Services or any of SiFi's right, title and interest to the System.

6. Such other customary matters as SiFi may reasonably request.

(d) The following documents and other information:

(i) a certificate dated the Effective Date and executed by a Town Representative certifying (A) that there has been no event or circumstance since June 30, 2016, that has had or could be reasonably expected to have, either individually or in the aggregate, a (1) material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Town; (2) material impairment of the ability of the Town to perform its obligations under any Related Document to which it is a party; or (3) material adverse effect upon the legality, validity, binding effect or enforceability against the Town of any Related Document to which it is a party (each a "*Material Adverse Effect*"), (B) that the representations and warranties contained in the Related Documents are true and correct in all material respects on the Effective Date and (C) no event has occurred and is continuing, or would result from entry into the Related Documents, which would constitute a breach or default, or an event or condition which, with notice, the passage of time or any combination of the foregoing, would constitute a breach or default, under any Related Document;


(ii) true and correct copies of all governmental approvals, if any, necessary for the Town to execute, deliver and perform the Related Documents to which it is a party; and

(iii) a written description of all actions, suits or proceedings pending or threatened against the Town in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body which could reasonably be expected to result in a Material Adverse Effect, if any, and such other statements, certificates, agreements, documents and information with respect thereto as SiFi may reasonably request.

All other legal matters pertaining to the execution and delivery of the Related Documents shall be satisfactory to SiFi and its counsel, and SiFi shall have received such other statements, certificates, agreements, documents and information with respect to the Town and the other parties to the Related Documents and matters contemplated by the Related Documents as SiFi may reasonably request.



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT: Boards and Commissions

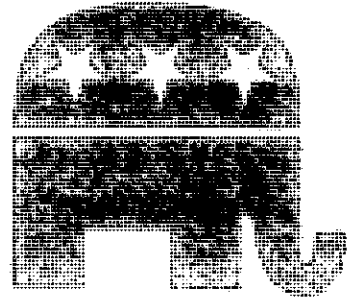
The following name was submitted by the Republican Town Committee Chair for appointment to the Planning and Zoning Commission.

Planning and Zoning Commission (5 Year Term)

R Stephen Roczynski 25 Cree Road 12/17

C: R. Pasek, Town Clerk

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



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

This Form is to be used to request nomination to a position by the East Hartford Republican Town Committee and will be submitted to its Permanent Nominating Committee for consideration.

Republican Town Committee Chairman,

-Please print and complete the following information in full-

1. Stephen Poczynski
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 25 Cree RD 06118
Street Address Zip Code

3. PARTY AFFILIATION REPUBLICAN UNAFFILIATED OTHER

4. _____
Home Phone

5. 860-250-0640
Cell Phone

6. Stephen.Amped up Electric @ 9mail.com
Personal e-mail address

7. Electrician
Occupation

8. Self
Employer

9. 25 Cree RD EAST HARTFORD CT
Employer/Work Address

10. 860-250-0640
Work Phone

11. 12 grade
Formal Education Level Achieved

12. _____
Ethnicity (Optional)

13. 29
Years as E. Htfd. Resident

14. Planning and Zoning
Name of Board or Commission you would like to serve on

15. In-land wetlands / Home Front
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. To help Benefit The Town
*Your reason for being interested in serving our Town in this capacity

17. Construction Back ground
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. [Signature]
YOUR SIGNATURE

19. 10-16-17
DATE

THIS SPACE FOR USE BY REPUBLICAN TOWN COMMITTEE

Submitted for consideration by Town Committee Member

Valentini P. Pouselli Jr

Voter Registration Information Certified by Voter Registrar

[Signature]


At a duly called meeting of the E. Htfd. Republican Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Michael J. Finken
Republican Town Committee Secretary

10-16-17
Date



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT: Boards and Commissions

The following names were submitted by the Democratic Town Committee Chairman for appointment to the below boards and commission. Please note that Josh Quintana is being appointed as a full member of the Historic District Commission, he currently serves as an alternate.

Commission on Services for Persons with Disabilities (2 Year Term)

D Vanessa Jenkins 26 Suffolk Drive 12/17

Fine Arts Commission (5 Year Term)

D Lisa Gold 31 High Street #11205 12/19

Historic District Commission – Full Member (5 Year Term)

D Josh Quintana 22 Millwood Road 12/21

Historic District Commission – Alternate Member (5 Year Term)

D Micah London 162 Arbutus Street 12/18

D Gary LeBeau 19 Garvan Street 12/18

Commission on Aging (3 Year Term)

D Maria Potvin 38 Matthew Road 12/19

C: R. Pasek, Town Clerk



August 18, 2017

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

Re: Endorsement to Boards and Commissions

Dear Mayor Leclerc:

The following names were endorsed for the corresponding positions at meetings of the District Chairs and Vice Chairs of the East Hartford Democratic Town Committee. The Chairs and Vice Chairs took a vote in accordance with our Bylaws and hereby submit the endorsements for your consideration and action.

June 15, 2017 Meeting

- Vanessa Jenkins to the Commission on Services for Persons with Disabilities
- Lisa Gold to the Fine Arts Commission
- Josh Quintana from an alternate seat to a full seat on the Historic District Commission
- Micah London to Josh Quintana's vacated seat as an alternate on the Historic Commission District Commission

August 17, 2017 Meeting

- Gary LeBeau as an alternate to the Historic District Commission
- Maria E. Potvin to the Commission on Aging
- ~~Todney Harris to the Board of Assessment Appeals~~

Attached please find the completed background documentation.

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

Respectfully,

Craig Stevenson
Chair

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

This application can be used to seek the endorsement of either the Republican or Democratic Town Committee.

The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a positions by the East Hartford Democratic Town Committee and will be submitted to it Permanent Nominating Committee for consideration.

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. JENKINS, VANESSA 2. 296 SUFFOLK DR 06118
Your name exactly as it appears on the E. Hfd. Voter Registration List Street Address Zip Code

3. Party Affiliation Democrat Unaffiliated Minor Party _____

4. 860 568 6807 5. 860 212 1747 6. Nessabmw@Sbcglobal.net
Home Phone Cell Phone Personal e-mail address

7. MEDICAL BILLER - CODER 8. PRIMARY EYE CARE CENTER
Occupation Employer

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

11. College Degree 12. AFRICAN AMERICAN 13. 19.5
Formal Education Level Achieved Ethnicity (Optional) Years as E. Hfd. Resident

14. Commission on Services For Persons with Disabilities
Name of Board or Commission you would like to serve on

15. Project GRADUATION 2011-2016 - CITIZENS POLICE ACADEMY - E.H.F.D. PTO
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. This supports my continued efforts of community engagement + involvement
*Your reason for being interested in serving our Town in this capacity

17. SEE RESUME
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Vanessa Jenkins 19. May 18, 2017
YOUR SIGNATURE DATE

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

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

Secretary

Date

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

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

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

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

ACCOMPLISHMENTS:

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

Cigna, Bristol, Ct. 1992 to 1995

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

ACCOMPLISHMENTS:

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

Focus Research Systems, Farmington, Ct. 1984 – 1992

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

ACCOMPLISHMENTS:

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

EDUCATION: Skidmore College Saratoga Springs, NY. Bachelor of Science Degree 1980
Bennett College Millbrook, NY. Associates Degree 1977
Morse School of Business, Hartford, CT. Certificate Business Administration

Notary Public – My commission expires February 2018.

Zumba Certified Instructor

Weight Watchers International –Leader/Receptionist

May 18, 2017

Dear Mr. Stevenson,

My name is **Vanessa Jenkins** and I have been a resident of East Hartford for 19 years. I have raised 2 children and they have gone through East Hartford Public School system K-12 and are now in college.

I was so elated when I read your letter in the East Hartford Gazette May 11th 2017 issue. This article spoke directly to me. After being very active in the school system especially the previous 8 years, sitting on the East Hartford High School PTO Board as Vice President, President and Treasurer, I found myself wanting to continue my involvement.

My areas of interests are:

Commission on Services for Persons with Disabilities

Commission on Aging

Board of Education

Town Council

I am also interested in volunteering for Registrar of Voters (polling/registration). Other than my experience with the school system, I have 26 years of experience in the medical insurance and medical billing and coding field. In addition, I have a disability and would love the opportunity to be a part of the disability commission.

Attached to this letter, you will find my application of interest in serving on a Board or Commission and my resume.

I look forward to your response.

Sincerely,

Vanessa Jenkins
26 Suffolk Drive
East Hartford, 06118

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

This application can be used to seek the endorsement of either the Republican or Democratic Town Committee.

The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a positions by the East Hartford Democratic Town Committee and will be submitted to it Permanent Nominating Committee for consideration.

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. Lisa Gold
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 31 High St. #11205 06118
Street Address Zip Code

3. Party Affiliation Democrat Unaffiliated Minor Party _____

4. -
Home Phone

5. 860-690-4274
Cell Phone

6. lisagoldworld@gmail.com
Personal e-mail address

7. Social media/Radio
Occupation

8. CBS Radio
Employer

9. 10 Executive Dr. Farmington, CT 06032
Employer/Work Address

10. 860-677-6700 x157
Work Phone

11. Bachelor's
Formal Education Level Achieved

12. Caucasian
Ethnicity (Optional)

13. 28
Years as E. Htfd. Resident

14. Fine Arts
Name of Board or Commission you would like to serve on

15. Jacksonville Young Democrats
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. Community involvement is important and I've felt encouraged to participate in civic engagement! (& I LOVE EH!)
*Your reason for being interested in serving our Town in this capacity

17. I have connections to a radio group who love community involvement.
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. 
YOUR SIGNATURE

19. 5-21-17
DATE

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

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

Secretary _____ Date _____

Lisa Gold

31 High St. #11205
East Hartford, CT 06118
860.690.4274

lisagoldworld@gmail.com
LinkedIn: [in/lisagold11](https://www.linkedin.com/in/lisagold11)



COMMUNICATIONS AND BRANDING

Social Media/Digital Content | Public Speaking | Writing Proficiency | Broadcasting

PROFILE

Seventeen years of radio industry experience with emphasis on pop culture content and audience engagement.

EXPERIENCE

CBS Radio – Hartford, CT

Digital Content Coordinator – April 2014-Present

- *Maintaining Facebook, Twitter, and Instagram for multiple radio stations
- *Creating blog content relevant to respective station's target demographic
- *Live tweeting major station events
- *Proficient with tools such as WordPress, TweetDeck, Hootsuite, and Social News Desk, as well as various other social media platforms - Snapchat, Pinterest, Tumblr, etc.

Weekends/Fill-Ins On-Air – "Lisa Gold" – 96.5 TIC – 2013–Present

- *On-air talent; weekends/fill-ins (responsibilities include executing an on-air broadcast, running control board/automation system, and FCC compliance)
- *Celebrity interviews
- *Hosting station events, tours, and interacting with listeners
- *Voicing radio commercials

Connecticut School of Broadcasting – November 2016-Present

- *Radio Promotions Instructor

Cox Media Group – Jacksonville, FL

Midday Personality/Web Producer - "Chloe" – 95.1 WAPE– 2010-2013

- *On-air talent
- *Team Leader; Employee Survey Implementation Project
- *Consistent ratings in key target demographics
- *Maintained areas of station website/social media/built web contests
- *Booked guests and hosted public affairs forums

- *Interaction with listeners at station events
- *Commercial production/some station imaging
- *Celebrity interviews

Cox Media Group – Long Island, NY

Midday Personality - "Chloe" – 106.1 BLI – 2008-2010

- *On-air talent
- *Commercial production
- *Occasional music scheduling
- *Hosted public affairs forums
- *Interaction with listeners at station events
- *Celebrity interviews

EDUCATION

Quinnipiac University – Hamden, CT

Bachelor of Arts, Mass Communications – Minor, Sociology

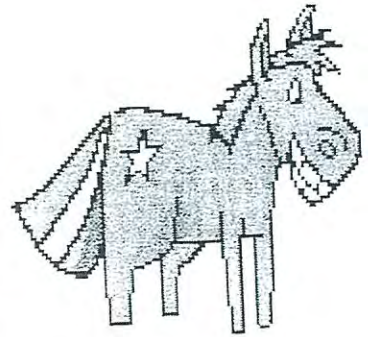
VOLUNTEER WORK

We Are The Children Christmas Party volunteer – Christmas Day 2014, 2015, 2016
Phone-banking for political campaigns – 2016
Goodwin Elementary School Fall Fest volunteer – October 2013 & 2014
Member and Social Chair, Jacksonville Young Democrats – Jacksonville FL - 2011-2013
St. John's River Cleanup, Jacksonville FL – Spring 2013
Fire safety campaign on National Day of Service – January 2013
Phone-banking and canvassing for political campaigns – 2012
Voter Registration – 2012
Guest speaker, Making Strides Against Breast Cancer – 2012
Countless walk-a-thons/donations

ADDITIONAL EXPERIENCE

Out-of-Market Voicetracking: WRTS/Erie, PA & WSOY-FM/Decatur, IL – 2016-current
Glastonbury Dance Center: Music Producer/Editor – 2009-current
Television: Access Health CT commercial – 2015
Retail: Disney Store Holiday Lead/Cast Member – 2006-2008

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



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

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

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Micah J London
Your name exactly as it appears on the E. Htfd. Voter Registration List
2. 162 Arbutus ST 06108
Street Address Zip Code
3. PARTY AFFILIATION: DEMOCRAT UNAFFILIATED MINOR PARTY
4. _____
Home Phone
5. 860 817 9914
Cell Phone
6. maikablue79@aol.com
Personal e-mail address
7. E B Welder
Occupation
8. Bodycote
Employer
9. Christian LN Berlin CT
Employer Work Address
10. _____
Work Phone
11. High School Grad
Formal Education Level Achieved
12. _____
Ethnicity (Optional)
13. 5
Years as E. Htfd. Resident
14. AH. Historic DIST. COMM.
Name of Board or Commission you would like to serve on
15. Huk River Commission / ~~Patriotic Comm~~
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. To show support for our vets ??
*Your reason for being interested in serving our Town in this capacity
17. _____
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. [Signature]
YOUR SIGNATURE

19. 8/17/2017
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member

[Signature]

Voter Registration Information Certified by Voter Registrar

At a duly called meeting of the E. Htfd. Democratic Town Committee's Permanent Nominating Committee and by majority vote, the East Hartford Resident described above is hereby nominated for appointment to the:

Catherine E. Condit Secretary

Date

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

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

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

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. Gary LeBeau
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 19 Garvan Street 06108
Street Address Zip Code

3. Party Affiliation Democrat Unaffiliated Minor Party _____

4. 860-841-2019
Home Phone

5. _____
Cell Phone

6. garylebeau@yahoo.com
Personal e-mail address

7. Consultant
Occupation

8. self
Employer

9. _____
Employer/Work Address

10. _____
Work Phone

11. Master of Education (6yr)
Formal Education Level Achieved

12. _____
Ethnicity (Optional)

13. 45
Years as E. Htfd. Resident

14. Historic District Commission
Name of Board or Commission you would like to serve on

15. Lions, Elk other civic
*Community based activities and/or civic/volunteer organizations activities you have participated in

16. Retired history teacher, interest in historic presevation, East Hartford improvment
*Your reason for being interested in serving our Town in this capacity

17. Former State Senator and history teacher, led efforts to preserve and improve historic assets
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. _____
YOUR SIGNATURE

19. _____
DATE

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____

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

Secretary _____ Date _____

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

The Town of East Hartford, CT is a "Minority Representation" Municipal Government.
This Form is to be used to request nomination to a positions by the East Hartford Democratic Town Committee and will be submitted to it Permanent Nominating Committee for consideration.

Democratic Town Committee Chair-

-Please print and complete the following information in full-

1. MARIA E. POTVIN
Your name exactly as it appears on the E. Htfd. Voter Registration List

2. 38 Matthew Rd E. Htfd
Street Address
06108
Zip Code

3. Party Affiliation Democrat Unaffiliated Minor Party _____

4. 860-528-5523 Home Phone
5. 860 776-5968 Cell Phone
6. _____ Personal e-mail address

7. Retired Occupation
8. _____ Employer

9. _____ Employer/Work Address
10. _____ Work Phone

11. 2 years college Formal Education Level Achieved
12. Filipino American Ethnicity (Optional)
CITIZEN
13. 35 years Years as E. Htfd. Resident

14. COMMISSIONER IN AGING
Name of Board or Commission you would like to serve on

15. Volunteer at thrift shop (NEW TO YOU) @ senior center
help w/ FLU shots + ACTIVITIES, DANCES @ the senior center
*Community based activities and/or civic/volunteer organizations activities you have participated in
of East Htfd.

16. I FIND pleasure in helping seniors in our
*Your reason for being interested in serving our Town in this capacity
Community

17. I speak (3) languages + I AM knowledgeable when
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve
it comes to medical problems in

18. Maria E. Potvin
YOUR SIGNATURE
(marion)
19. 8/8/17 DATE
I work in Htfd TAL for 34 yrs

THIS SPACE IS FOR FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member _____

Voter Registration Information Certified by Voter Registrar _____


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

Secretary

Date



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: November 1, 2017
TO: Richard F. Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Refund of Taxes

I recommend that the Town Council approve a total refund of taxes in the amount of \$4,886.00 as detailed in the attached listing from our Assistant Collector of Revenue.

Please place on the Town Council agenda for the November 1, 2017 Town Council meeting.

Thank you.

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

INTEROFFICE MEMORANDUM

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

FROM: KRISTY FORAN, ASSISTANT COLLECTOR OF REVENUE

SUBJECT: REFUND OF TAXES

DATE: 10/26/2017

Under the provisions of Section 12-129 of the Connecticut General Statutes, the following persons are entitled to the refunds as requested. The total amount to be refunded is \$4,886.00. Please see attached listing.

<u>Bill</u>	<u>Name</u>	<u>Address</u>	<u>City/State/Zip</u>	<u>Prop Loc/Vehicle Info.</u>	<u>Over Paid</u>
2016-03-0051764	ARI FLEET LT OR	4001 LEADENHALL RD	MT LAUREL, NJ 08054	2010/NM0KS9AN5AT031906	-182.72
2016-03-0051796	ARI FLEET LT OR	4001 LEADENHALL RD	MT LAUREL, NJ 08054	2012/5TFNX4CN1CX014579	-221.02
2016-03-0051802	ARI FLEET LT OR	4001 LEADENHALL RD	MT LAUREL, NJ 08054	2011/3N1BC1CP5BL451576	-114.24
2016-03-0069001	AYQUOI MARY	108 LELAND DR	EAST HARTFORD, CT 06108-1222	2002/3VWSK69MX2M103662	-5.63
2016-01-0007043	CHASE BANK ATTN: TAX RECOVERY	3415 VISION DR	COLUMBUS, OH 43219-6009	189 OCONNELL DR	-2074.67
2016-03-0058462	CRUZ ISMAEL	44 SISSON ST	EAST HARTFORD, CT 06118-1534	1999/JT2BG22K9X0284391	-52.54
2014-03-0059079	DAVILA LUIS	71 CATLIN ST APT 99	MERIDEN, CT 06450	2012/3VW4A7AT7CM621816	-175.82
2015-03-0061999	FINAN MICHAEL J	69 CRONIN ST	BRISTOL, CT 06010	2015/1N4AL3APXFN339150	-237.91
2016-03-0063876	GARRITY DAVID	237 WOODYCREST DR	EAST HARTFORD, CT 06118-2755	2004/1GNEK13Z44R101082	-95.78
2016-03-0066473	HERRERA-HILARES ERIK B	265 SLATER ST APT 414	MANCHESTER, CT 06042-8922	2013/16VVX1018D3A86833	-8.67
2016-03-0068850	KADAM ASIFBHAI K	14 BELL CT APT A3	EAST HARTFORD, CT 06108-3832	2000/1N4DL01AXYC167515	-9.82
2016-03-0069567	KNIGHT CAROLYN M	11 GLENN RD	EAST HARTFORD, CT 06118-2112	2000/1FMDU85PXYZC29640	-22.24
2016-03-0073364	MCFINI CATHERINE B	62 ENSIGN ST	EAST HARTFORD, CT 06118-1812	2007/4T1BE46K77U669794	-90.00
2016-03-0074107	MIGHTY CURTIS H	21 GRAHAM RD	EAST HARTFORD, CT 06118	2005/1FMZU73E55UA51727	-21.22
2016-03-0074358	MORALEZ YOLANDA	22 CLEMENT RD	EAST HARTFORD, CT 06118-1101	2011/JHLRE4H49BC022770	-51.26
2016-03-0077659	PATEL LAXMI	8 FAIRWAY CT	EAST HARTFORD, CT 06108-2758	2011/4T4BF3EK1BR106473	-39.17
2016-03-0078965	PORSCHE LEASING LTD	PO BOX 24329	NASHVILLE, TN 37202	2013/WP1AB2A28DLA82069	-939.84
2016-03-0078966	PORSCHE LEASING LTD	PO BOX 24329	NASHVILLE, TN 37202	2015/WP0AC2A95FS183977	-399.58
2016-03-0080846	RIVERS CHRISTOPHER L	30 HILLSIDE ST APT B4	EAST HARTFORD, CT 06108-3647	2003/2T1CF28P03C608443	-99.87
2016-03-0086731	TRAN HUY D	51 RENE CT	EAST HARTFORD, CT 06108-1338	2005/1FTSE34L25HB27759	-44.00
TOTAL					\$ (4,886.00)

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108



Robert J. Gask

2017 OCT 27 A 9:04

(860) 291-7208

TOWN CLERK
EAST HARTFORD

FAX (860) 291-7389

DATE: October 27, 2017

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Wednesday, November 1, 2017 7:00 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:

Wednesday, November 1, 2017

7:00 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in executive session to discuss the pending personal injury claim of Esthurlyn Gaisie, PPA Jerry Gaisie.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel