

Robert J. Prael

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT

2012 MAR 28 P 2:30
TOWN CLERK
EAST HARTFORD

APRIL 3, 2012

7:00 P.M. Executive Session

=====

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

Pledge of Allegiance

7:30 p.m.

1. CALL TO ORDER
2. AMENDMENTS TO AGENDA
3. RECOGNITIONS AND AWARDS
4. OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
5. APPROVAL OF MINUTES
 - A. March 20, 2012 Executive Session/Lentocha
 - B. March 20, 2012 Regular Meeting
6. COMMUNICATIONS AND PETITIONS
 - A. Presentation: Update on the Raymond Library Expansion Project
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Bid Waiver: Tuthill & Wells Architects LLC re: Raymond Library Expansion Project
 - B. Connecticut State Library Construction Grant: Raymond Library Expansion Project
 - C. Local Capital Improvement Program (LoCIP) Funds Grant
 - D. Referral to Fees Committee re: New Cingular Wireless Cell Tower Lease/Gorman Park
 - E. CCM Energy Purchasing Program Participation Agreement: Solar Applications
 - F. Contingency Transfer: Republican Presidential Primary
 - G. Appointment to Library Commission: Esther Clarke; term to expire December 2014
 - H. Refund of Taxes
 - I. Outdoor Amusement Permit Applications:
 1. Masonicare Quality of Life Walk
 - a. Approval of Application
 - b. Waiver of Permit Fee
 2. Walk 4 Hearing
 - a. Approval of Application
 - b. Waiver of Permit Fee
 3. Concert of Praise
 - a. Approval of Application
 - b. Waiver of Permit Fee

9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
 - A. Workers' Compensation Claim: Officer Todd Lentocho
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next meeting: April 17, 2012)

Robert J. Beck

2012 MAR 26 A 10:08

TOWN COUNCIL MAJORITY OFFICE

MARCH 20, 2012

TOWN CLERK
EAST HARTFORD

EXECUTIVE SESSION

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Robert J. Damaschi

ALSO
PRESENT Scott Chadwick, Corporation Counsel

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:00 p.m.

MOTION By Eric Thompson
seconded by Bill Horan
to go into Executive Session to discuss the workers' compensation claim of Officer Todd Lentocho.
Motion carried 9/0.

MOTION By Eric Thompson
seconded by Bill Horan
to go back to Regular Session.
Motion carried 9/0.

ADJOURNMENT

MOTION By Eric Thompson
seconded by Bill Horan
to adjourn (7:30 p.m.)
Motion carried 9/0.

Attest 
Richard F. Kehoe
Town Council Chair

Robert J. Rossi

EAST HARTFORD TOWN COUNCIL

2012 MAR 26 A 10: 08

TOWN COUNCIL CHAMBERS

TOWN CLERK
EAST HARTFORD

MARCH 20, 2012

PRESENT Chair Richard F. Kehoe, Vice Chair William P. Horan, Jr., Majority Leader Barbara-Ann Rossi, Minority Leader Eric A. Thompson, Councillors Marc I. Weinberg, Linda A. Russo, Ram Aberasturia, Patricia Harmon and Robert J. Damaschi

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:42 p.m. The Chair announced the exit locations in accordance with Connecticut General Statute §29-381, after which the Council joined him in the pledge of allegiance.

AMENDMENTS TO AGENDA

MOTION By Barbara Rossi
seconded by Linda Russo
to **amend** the agenda as follows:
add, Under New Business, Item 8.E. Recommendation from Town-owned Property Other Than Real Estate Subcommittee re: Health Department: Physical Examination Items.
Motion carried 9/0.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

None

APPROVAL OF MINUTES

March 5, 2012 Budget Workshop/Various Town Departments

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the March 5, 2012 Budget Workshop/Various Town Departments.
Motion carried 9/0.

March 6, 2012 Regular Meeting

MOTION By Barbara Rossi
seconded by Bob Damaschi
to **approve** the minutes of the March 6, 2012 Regular Meeting.
Motion carried 9/0.

March 7, 2012 Public Hearing/2012-2013 Budget

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the March 7, 2012 Public Hearing on the
2012-2013 Budget.
Motion carried 9/0.

March 8, 2012 Public Hearing/2012-2013 Budget

MOTION By Barbara Rossi
seconded by Pat Harmon
to **approve** the minutes of the March 8, 2012 Public Hearing on the
2012-2013 Budget.
Motion carried 9/0.

March 13, 2012 Special Meeting/2012-2013 Budget

MOTION By Barbara Rossi
seconded by Eric Thompson
to **approve** the minutes of the March 13, 2012 Special Meeting on the
2012-2013 Budget.
Motion carried 9/0.

NEW BUSINESS

Recommendation from Real Estate Acquisition & Disposition Committee re: Porter Brook
Culvert Easements

MOTION By Linda Russo
seconded by Bill Horan
that the East Hartford Town Council **accept** permanent drainage
easements, to clean accumulated sediment and debris from within and
around the drainage culvert that carries Porter Street over Porter Brook, as
outlined on easement maps dated November 29, 2011, by the BSC Group,
which maps were presented to the Town Council at its February 21, 2012
meeting, as follows:

- ❖ Easement across the property known as 111 Porter Street
(Property of Vincent J. Incandella and Camille H. Marshall)
- ❖ Easement across the property known as 121 Porter Street
(Property of James Bidwell, et al.)

Motion carried 9/0.

State of Connecticut – Division of Emergency Management and Homeland Security re:
Emergency Management Performance Grant

MOTION By Bill Horan
seconded by Barbara Rossi
to **adopt** the following resolution:

RESOLVED, that the Town Council of the Town of East Hartford, Connecticut, may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate pertaining to an "Emergency Management Performance Grant" for the period of October 1, 2011 through September 30, 2012; and

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

On call of the vote, motion carried 9/0.

Refund of Taxes

MOTION By Marc Weinberg
seconded by Eric Thompson
to **refund** taxes in the amount of \$ 9,894.81
pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 9/0.

<u>Name</u>	<u>Prop Loc/Vehicle Info.</u>	<u>Interest</u>	<u>Over Paid</u>
AMERICAN RAILWAYS TECH INC	61 ALNA LN		\$ (58.10)
AMERICAN RAILWAYS TECH INC	2004//1GAHG39U541160969		\$ (176.58)
BOLLING NELSON L	1995//1N4BU31D6SC159838		\$ (28.71)
BONES INGRID T	2006//JNKAY01F36M260425		\$ (112.70)
CRAMER GEORGE W JR OR CRAMER JOAN	2007//2GCEK13ZX71106048		\$ (180.23)
CUMMINGS KATELIN M	2004//1J4GL58K44W155267		\$ (78.48)
CUMMINGS KATELIN M	2010//JTDJT4K31A5317512		\$ (20.89)
DERY ANITA OR DERY DWIGHT	1999//4N2XN11T6XD807072		\$ (14.75)
EAN HOLDINGS LLC	2009//1FAHP36N69W243539		\$ (303.96)
EAN HOLDINGS LLC	2010//JM1BL1SG5A1269347		\$ (119.89)
EAN HOLDINGS LLC	2011//3GCPKSEA3BG135347		\$ (69.22)
FURBUSH STEVEN J	2007//4A4MN31S57E078493		\$ (192.26)
GOSLEE AARON W	1999//1N4DL01D8XC119892		\$ (51.07)

HENRY DOUGLAS A	57 FOWLER LN		\$(2,217.73)
HERMANOWSKI STEVEN R JR	2006//1HD1CGP196K411878		\$ (5.07)
HOLMES JACQUELINE	2004//KM8SB12B64U716080		\$ (31.49)
KICE CAROL A	19 SIOUX RD		\$ (28.71)
KIMA & ASSOCIATES LLC	747 BREWER ST		\$ (211.52)
LAFONTAINE JOHN S	2006//1FTPX12516NA50961		\$ (311.99)
LAW OFFICES OF JASON DOYON LLC	55 BEDFORD AVE		\$ (26.80)
LITTLE DEVON P OR	2008//5N1AR18B48C604825		\$ (112.79)
COLEY LITTLE NIKISHA			
M AND J BUS INC	2001//1HVBBAAN2YH305543		\$ (106.58)
M AND J BUS INC	2001//1HVBBAAN2YH305557		\$ (106.58)
M AND J BUS INC	2001//1HVBBAAP81H509625		\$ (65.40)
M AND J BUS INC	2003//4DRBRABP22B945985		\$ (127.08)
M AND J BUS INC	2003//4DRBRABP42B945986		\$ (127.08)
M AND J BUS INC	2003//4DRBRABP02B945984		\$ (117.70)
M AND J BUS INC	2001//1HVBBAAP91H384068		\$ (65.40)
M AND J BUS INC	2001//1HVBBAAP71H384067		\$ (65.40)
M AND J BUS INC	2001//1HVBBAAP51H384066		\$ (65.40)
M AND J BUS INC	2001//1HVBBAAP11H384064		\$ (65.40)
M AND J BUS INC	2004//1HVBBAAP24H655606		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP94H655621		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP44H655641		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP64H655642		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP84H655643		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAPX4H655630		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP34H655646		\$ (220.86)
M AND J BUS INC	2004//1HVBBAAP54H655647		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP14H655645		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP64H655608		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP74H655598		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAPX4H655644		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP14H655614		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP74H655603		\$ (201.18)
M AND J BUS INC	2004//1HVBBAAP34H655596		\$ (201.18)
MALTEZ MARIA B	2001//JHLRD17451S011997		\$ (132.93)
MATHIAU EDGAR G OR	2008//1G1ZH57B584200762		\$ (180.00)
MATHIAU EVANGELINE			
MCDONOUGH MARTIN R	2007//5N1AN08U67C505428		\$ (204.29)
NISSAN INFINITI LT	2009//JN8AZ18W69W121980		\$ (235.08)
ORTA LUZ E	1999//1HGCG2253XA004062	\$(17.79)	\$ (169.44)
ORTA LUZ E	1999//1HGCG2253XA004062	\$(21.00)	\$ (155.58)
ROSSIGNOL JOSEPH K OR	1998//JT8BF28G6W5044700		\$ (168.66)
ROSSIGNOL MARIE			
TESTA NANCY	77 SHERWOOD DR		\$ (229.58)

VAZQUEZ CYNTHIA	2000//1B4HS28Z8YF170446	\$ (2.00)	\$ (8.47)
WEAVER DAVID L	40 OLDE ROBERTS ST		\$ (67.65)
		\$(40.79)	\$(9,854.02)
		<u>TOTAL</u>	\$ 9,894.81

Outdoor Amusement Permit Applications:

25th Annual Memorial Mile

MOTION By Ram Aberasturia
seconded by Linda Russo
to approve the outdoor amusement permit application submitted by the East Hartford Parks and Recreation Department and the East Hartford Board of Education Physical Education Department to conduct the 25th Annual Memorial Mile Road Race on Monday May 28, 2012, from approximately 10:20AM to completion, starting at the intersection Burnside Avenue and Scotland Road and finishing on Hillside Street across from Hillside Cemetery, the race location will ultimately be determined by the parade route; subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

28th Annual Riverfest 5K Road Race

MOTION By Ram Aberasturia
seconded by Eric Thompson
to approve the outdoor amusement permit application submitted by the East Hartford Parks & Recreation Department to conduct a 5K run, in conjunction with the July River Festival, beginning and ending at Goodwin School and Park at 1235 Forbes Street on Saturday, July 7, 2012 from 6AM to approximately 11AM, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

16th Annual Sounds of Summer Concert Series

MOTION By Linda Russo
seconded by Pat Harmon
to approve the outdoor amusement permit application, entitled "16th Annual Sounds of Summer Concert Series" submitted by Jim Uhrig, of the East Hartford Parks and Recreation Department to

conduct regularly scheduled outdoor concerts on the East Hartford Town Green, Main Street, from 6:00PM to 8:00PM on the following Thursdays in 2012:

July 12, 19, 26
August 2, 9, 16, 23, 30

subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

23rd Annual Fall Fest

MOTION By Marc Weinberg
seconded by Barbara Rossi
to **approve** the outdoor amusement permit application submitted by Jim Uhrig on behalf of the East Hartford Parks & Recreation Department for the purpose of conducting the 23rd Annual Fall Fest consisting of, pony rides, a petting zoo, games, arts & crafts, etc. to be held at the East Hartford Town Green on Main Street on Saturday, October 20, 2012 from 10AM – 5PM, with music being provided during the same hours; in the event of inclement weather, the activities will be held inside the East Hartford Community Cultural Center, subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 9/0.

Recommendation from Town-owned Property Other Than Real Estate Subcommittee re: Health Department – Physical Examination Items

MOTION By Marc Weinberg
seconded by Linda Russo
that the Town Council, pursuant to Section 10-3 of the East Hartford Code of Ordinances, **approve** the donation of the physical examination items to the East Hartford Community Health Care as listed and attached to a memo from Mayor Marcia Leclerc to Town Council Chair Rich Kehoe dated February 27, 2012, and if the Community Health Care declines such donation, such items shall be disposed of through auction.
Motion carried 9/0.

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

None

COUNCIL ACTION ON EXECUTIVE SESSION MATTERS

Workers' Compensation Claim: Officer Todd Lentocha

No action taken.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc announced that both Public Works and Parks & Recreation Departments are sweeping town roads, mulching and weeding flower beds and generally cleaning the main public areas of town. Additionally, Mayor Leclerc stated that the Mayor's Ball will be held on Saturday, March 24th and that the donations raised for her selected charities have far exceeded her expectations.


ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (8:05 p.m.).
 Motion carried 9/0.

The Chair announced that the next meeting of the Town Council would be on April 3, 2012.

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

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R


DATE: March 27, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: COMMUNICATION: UPDATE BY MARY MARTIN ON LIBRARY
EXPANSION PROJECT

Please place on the April 3, 2012 Town Council agenda under communications.

Thank you

C: M. Walsh, Director of Finance
T. Bockus, Director of Pubic Works
J. Martin, Purchasing Agent
P. Jones, Director of Libraries

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 23, 2011
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Fees Committee-Bid Waiver Request-Architectural Design Services Raymond Library

I am requesting that a bid waiver be granted under the terms of the Town of East Hartford's Code of Ordinances Section 10-7© to proceed with utilizing the design Services of Tuthill & wells Architects LLC already procured by the Raymond Library Company for renovations and expansion of the Raymond Library.

Please place on the Town Council agenda of April 3, 2012 meeting for a referral to the Fees Committee.

Thank you.

C: M. Walsh, Director of Finance
T. Bockus, Director of Public Works
J. Martin, Purchasing Agent
P. Jones, Director of Libraries
R. Gentile, Corp. Counsel

TO: Mayor Marcia A. Leclerc

FROM: Mary G. Martin, Project Administrator *MGM*
Raymond Library Addition Project

SUBJ: Bid Waiver Request – Architectural Design Services Raymond Library

DATE: March 23, 2012

I respectfully request that a bid waiver be granted under the terms of the Town of East Hartford's Code of Ordinances Section 10-7 (c) to proceed with utilizing the design services of Tuthill & Wells Architects LLC already procured by the Raymond Library Company for renovations and expansion of the Raymond Library.

As you are aware, the Raymond Library is owned by the Raymond Library Company (RLC) and leased to the Town of East Hartford for 99 years. The RLC contracted with Tuthill & Wells Architects LLC in July 2008 to prepare schematic designs necessary for application to a State of Connecticut "State Public Library Construction Grant" program. Based on the success of this preliminary application, the RLC entered into a full service contract with this firm in May 2009 relative to the design work necessary to create an addition and make alterations to the existing structure. The full service contract included the final phase of schematic design, design development drawings, construction documents, bidding services, and contract administration.

Tuthill & Wells has completed the schematic design and produced design development drawings which are 80% complete. Work was halted at that point while the Town of East Hartford and the RLC waited to hear if any funding would be awarded to us under the State Public Library Construction Grant program. Funds totaling \$4,000,000 were awarded in two places on the October 28, 2011 State Bond Commission agenda: under Sections 12 through 19 of Public Act No. 07-7 of the General Assembly State of Connecticut, June Special Session (as amended) Section 13(k)(2) in the amount of \$1,000,000 (Bond Fund Account #12052); and under Section 21 (b)(6)(B) of Public Act No. 79-607 of the General Assembly of the State of Connecticut (as amended) for Urban Action in the amount of \$3,000,000 (Bond Fund Account #13019).


Because this funding was awarded to the Town of East Hartford, it will be necessary to execute an assignment of the contract with Tuthill & Wells from its original "owner", the Raymond Library Company, to the Town of East Hartford. Tuthill & Wells can then proceed with completing the remaining aspects of the May 2009 contract that will take us through bidding, construction, and final close-out of the project.

I am asking that this request be placed on the April 3, 2012 agenda of the Town Council for their consideration and approval.

Cc: Michael P. Walsh, Director of Finance
John R. Martin, Purchasing Agent
Richard P. Gentile, Ass't. Corp. Counsel

Timothy J. Bockus, Director of Public Works
Patrick Jones, Director of Libraries

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 23, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Connecticut State Library Construction Grant

Please place on the April 3, 2012 Town Council agenda. The attached authorizing resolution is required to complete the funding agreement for the \$4 million State Public Library Construction grant. It will allow us to execute documents that are necessary to access this funding.

Thank you

C: M. Walsh, Director of Finance
T. Bockus, Director of Public Works
J. Martin, Purchasing Agent
P. Jones, Director of Libraries

I, Robert J. Pasek, Town Clerk, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Town of East Hartford duly held and convened on April 3, 2012, at which a constituted quorum of the Town Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED, that the duly elected Mayor, Marcia A. Leclerc, of the Town of East Hartford, is empowered to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for a State Public Library Construction Grant.

IN WITNESS THEROF, the undersigned has affixed his signature and the corporate seal of the Town of East Hartford this ____ day of April, 2012.

Robert J. Pasek, Town Clerk

TO: Mayor Marcia A. Leclerc

FROM: Mary G. Martin, Project Administrator *MGM*
Raymond Library Addition Project

SUBJ: Referral to Council
A. Connecticut State Library Construction Grant Authorizing Resolution
B. Bid Waiver Request for Library Design Services Contract

DATE: March 23, 2012

The Town of East Hartford has been authorized to receive \$4 million dollars in State of Connecticut bond funds through the State Library Construction Grant program to construct an 11,646 square foot addition to the Raymond Library. These funds are to be used for renovation and construction of spaces which will expand the children's and young adults sections, install an elevator in the existing building, create family restrooms close to the children's section, expand the availability of computer terminals, and improve areas devoted to community use. The funding adds to the \$2.1 million dollars already in place through a Town Bond referendum approved in November 2008.

I am requesting that the two items attached be placed on the Town Council agenda for their meeting to be held Tuesday, April 3, 2012.

The first item is the authorizing resolution required to complete the funding agreement for the \$4 million State Public Library Construction grant. It will allow you to execute documents that are necessary to access this funding.

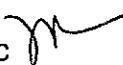
The second item is a request to waive the bidding requirements for professional design services by the architectural firm Tuthill & Wells.

(2) attachments

Cc: Michael P. Walsh, Director of Finance
Timothy J. Bockus, Director of Public Works
John R. Martin, Purchasing Agent
Patrick Jones, Director of Libraries

M: Raymond/Stategrantdocs/memo/april2012

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 23, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: LoCIP Grand Application (Total \$413,115)

Please place on the April 3, 2012 Town Council agenda, the attached LoCIP Grant Application funds from the State of Connecticut distributed annually to support projects which are included in a municipality's approved Capital Improvement Program (CIP).

Thank you

C: M. Walsh, Director of Finance
T. Fravel, Director of Park & Recreation
T. Bockus, Director of Public Works
M. Martin, Project Administrator Raymond Library Addition
P. Jones, Library Director
J. Oates, Fire Chief

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD
740 Main Street
East Hartford, Connecticut 06108

(860) 291-7364

FAX (860) 289-8394

GRANTS ADMINISTRATION

I, Angela M. Attenello, the duly appointed Clerk of the Town Council of the Town of East Hartford, a corporation organized and existing under the laws of the State of Connecticut, hereby certify that the following is a true copy of a Resolution adopted at a meeting of the East Hartford Town Council of said corporation, duly held on the 3rd day of April, 2012.

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 as may be required by the State of Connecticut Office of Policy and Management to secure Local Capital Improvement Program funds (LoCIP) in the amount of \$413,115 for projects listed in the approved 2013 municipal capital improvement plan. The projects will be:

- Property Acquisition and Demolition \$200,115
- Vacant Fire House #5 Demolition \$ 40,000
- Fire House #6 Window and Door Replacement \$ 25,000
- Fire Station # 2 Exterior Painting \$ 20,000
- Tennis Court Repairs \$128,000


AND I DO FURTHER CERTIFY that the above resolution has not been in any wise altered, amended, or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I do hereunto set my hand and affix the corporate seal of said Town of East Hartford this ____ day of April, 2012.

Angela M. Attenello, Town Council Clerk

seal

TO: Mayor Marcia A. Leclerc

FROM: Clare Fravel, Grants Administrator 

SUBJ: Referral to Council – LoCIP Grant Applications (Total \$413,115)

DATE: March 23, 2012


Local Capital Improvement Program (LoCIP) funds from the State of Connecticut are distributed annually to support projects which are included in a municipality's approved Capital Improvement Program (CIP). The following projects have been identified for funding from LoCIP.

I am requesting that these items be placed on the April 3, 2012 agenda of the Town Council. The purpose is to authorize you as Mayor to make application and execute any documents necessary to utilize LoCIP grant funds for these projects. These authorizations may be acted on singly or in a group:

CIP # 2013-	Project Name	Amount	Description
101	Property Acquisition and Demolition (abutting Raymond Library)	\$200,115	Funding for the acquisition and demolition of property abutting Raymond Library to better accommodate the pending expansion of the library.
209	Vacant Fire House #5 Demolition	\$40,000	Funding to demolish the vacant Fire House #5 on Main Street. The aging building is an attractive nuisance and with no suitable use of this aging structure for a variety of reasons, demolition should be completed.
215	Fire House #6 Window and Door Replacement	\$25,000	Funding to complete needed maintenance work at Fire House #6 with respect to replacing windows and doors. It is anticipated that work will be completed by in-house carpenters.
217	Fire Station #2 Exterior Painting	\$20,000	Funding to be used to paint the exterior of Fire House #2.
301	Tennis Court Repairs	\$128,000	Additional funding for the replacement of tennis court surfaces within town parks.

Cc: Michael P. Walsh, Director of Finance
 Ted Fravel, Director of Parks & Recreation
 Timothy A. Bockus, Director of Public Works
 Mary G. Martin, Project Administrator Raymond Library Addition
 Patrick Jones, Library Director
 John Oates, Fire Chief

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 21, 2011
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Fees Committee-New Cingular Wireless PCS (Informally Called AT & T) Cell Tower Lease/Gorman Park


We have begun to negotiate a lease with New Cingular Wireless PCS Cell Tower at Gorman Park. Attached is a copy of the redline version and a clean version showing changes to the standard lease form that New Cingular Wireless PCS has agreed to make.

Please place on the Town Council agenda of April 3, 2012 meeting for a referral to the Fees Committee.

Thank you.

C: T. Bockus- Director Public Works
J. Choquette – Director Development

OFFICE OF CORPORATION COUNSEL

Date : March 20, 2012
To : Mayor Leclerc
From : Richard Gentile 
Re : New Cingular Wireless PCS (Informally called AT&T) Cell Tower
Lease/Gorman Park

As you know, New Cingular Wireless PCS has asked to lease a portion of Gorman Park for the placement of a cellular communications tower. I have begun negotiating a lease with New Cingular Wireless PCS and include both a clean and a redline version for your information. The redline version shows the changes to the standard lease form that New Cingular Wireless PCS has agreed to make. There are still other issues that will need to be negotiated once New Cingular Wireless PCS assigns the lease to its outside council (including but not limited to the fact that the Town will not give any environmental representations.)

If you would like to move forward with this lease, it should be placed on the Town Council Agenda for a referral to the Council's Subcommittee on Fees. Tim Bockus will be able to supply the Subcommittee on Fees with detailed plans showing the proposed location of the tower.

cc: Tim Bockus
John Choquette

Market: New England
Cell Site Number: CT2022
Cell Site Name: East Hartford - Gorman
Fixed Asset Number: 10141393

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OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Town of East Hartford, a Municipal Corporation having a mailing address of 740 Main Street, East Hartford, CT 06108 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

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BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 305 May Road, East Hartford, CT 06118 in the County of Hartford, State of Connecticut (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

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The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 5,625 square feet including the air space above such ground space for the placement of Tenant's Communication Facility as described on attached Exhibit 1 (the "Premises").

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(b) During the Option Term (as defined below), and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year (the "Renewal Option Term") upon written notification to Landlord and the payment of an additional One Thousand and No/100 Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "Option Term."

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such

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consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an approved third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

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(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property,") or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. Notwithstanding anything herein to the contrary however, Tenant may not increase the height or the area at the base of the Communication Facility beyond what is shown on Exhibit 1 without the written consent of Landlord.

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Deleted: In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

Tenant agrees that, to the extent it is technically feasible and to the extent permitted by local, state and federal regulations Tenant will use its best efforts to install its Facilities in such a way that the facilities have the least visual impact, including painting such equipment to blend in with the surroundings.

3. **TERM.**

(a) The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

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

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

4. RENT.

(a) Commencing in the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance ~~One Thousand Four Hundred and No/100 Dollars (\$1,400.00)~~ (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by seven and one-half percent (7 1/2 %) over the Rent paid during the previous Term.

(c) ~~As additional rent the Landlord will receive twenty five percent (25%) of gross rent generated by co-locators. Tenant will provide Landlord with up to date list of co-locators, rental receipts and such other information as required by Landlord to effect this provision.~~

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

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

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

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

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

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

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

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

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Deleted: (c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

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Deleted: (c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

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(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty or 24(l) Severability of this Agreement.

7. **INSURANCE.** During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (2) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will use its best efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, ~~Tenant's remedy shall be to terminate this Agreement.~~

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

(e) Tenant acknowledges that the property and surrounding property are operated as a park. Except in an emergency, Tenant shall not interfere with the use of the Property and surrounding Property as a Park. Tenant also agrees that it will install and maintain the communications Facilities as not to create a physical hazard.

Deleted: Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

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9. INDEMNIFICATION.

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

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

10. WARRANTIES.

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

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

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

(b) Tenant agree to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from its breach of its obligations or representations under Section 11(a). Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

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

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

Deleted: Landlord represents and warrants that, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation.

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Deleted: Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term.

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Deleted: All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.¶

Deleted: , including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

Deleted: In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical p... [1]

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12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$200.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Footings, foundations, and concrete will be removed to a depth of three-feet below grade. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's aboveground improvements (and footings, foundations and concrete) and will, to the extent reasonable, restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation. Tenant will however at the option of Landlord be required to remove from the Premises or the Property any and all underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property excluding the Premises and access thereto excluding access to the premises and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property excluding the Premises.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises and for obtaining separate metered utilities.

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

15. **DEFAULT AND RIGHT TO CURE.** The following shall constitute events of default by Tenant: (i) If Tenant shall fail to pay any installments of rent for thirty (30) days after it is due; or (ii) If default be made in any of the other covenants and agreements herein contained to be kept by Tenant, which default is not cured within sixty (60) days of receipt of written notice of default except that Tenant shall not be in default if the default cannot reasonably be cured within such sixty (60) day period and Tenant has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; or (iii) If Tenant shall be adjudged bankrupt or insolvent or shall make an assignment for the benefit of creditors or if a receiver or trustee of Tenant's property shall be appointed on account of insolvency. If an event of default shall occur, then Landlord may terminate this Lease and re-enter the premises or any part thereof without such reentry working a forfeiture of rents to become due hereunder, and expel, remove and put out Tenant or any person or persons occupying the same, using such legal process as may be necessary and available to landlord so as to repossess and enjoy the Premises as before this Agreement, without prejudice to any remedies which might otherwise be used for arrears of rent or proceedings under a breach of covenant of this Agreement. Landlord may relet the Premises at such price and upon such terms and for such duration of time as Landlord may determine and receive the rent therefore, applying the same to the payment of the rent due under this Agreement, including expense of re-rental, such as advertising, rental commission, decoration and repairs and, if the full rent herein provided for the entire term of this Agreement shall not be realized by landlord over and above such expenses for reletting, Tenant shall be liable for such deficiency and, in all events, shall remain liable for failure to comply with any and all of the other terms, covenants, and conditions of this Lease. Landlord shall have, in addition to the rights and remedies of Landlord enumerated in this Agreement (which shall be cumulative), such other rights and remedies as may be allowed by law or equity. Tenant shall be responsible for all reasonable attorney's fees and other fees and court costs incurred by Landlord in pursuing its rights hereunder.

Notwithstanding the foregoing, this Agreement may be terminated by Tenant without further liability on ninety (90) days prior written notice as follows: (1) upon a default by Landlord of any covenant or term hereof, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and Landlord has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; or (ii) if Tenant does not obtain or maintain through no fault of Tenant, any license, permit or other approval necessary for the construction and operation of the Tenant Facilities or, (iii) If Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) if any environmental report for the property reveals the presence of any Hazardous Material after the Effective Date; or (v) if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including without limitation, signal interference.

16. **ASSIGNMENT/SUBLEASE.** Tenant may not have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent which shall not unreasonably be withheld. Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. **NOTICES.**

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

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site # CT2022; Cell Site Name: East Hartford – Gorman CT
 Fixed Asset No: 10141393

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Deleted: (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

Deleted: will

Deleted: Upon notification to Landlord of such assignment,

Deleted: # _____;

Deleted: _____ (

Deleted: _____

12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: CT2022, Cell Site Name: East Hartford – Gorman (CT)
FA No: 10141393
340 Mt. Kemble Ave.
Morristown, NJ 07960-6656

Deleted #: _____
Deleted: _____
Deleted: _____

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

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

Deleted: _____

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

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

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

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm and shall remove such Communication Facility in accordance with the provisions of Paragraph 13 hereof. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place a temporary transmission and

reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent. Notwithstanding the Foregoing, Landlord does not waive any statutory or common law rights or remedies that it may have to collect property taxes.

21. TAXES. Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction. The expense of any such proceedings shall be borne by Tenant.

22. SALE OF PROPERTY

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

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new landlord.

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

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

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this

Deleted: but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities.

Deleted: and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor.

Deleted: and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

Agreement ("Rental Stream Offer"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. MISCELLANEOUS.

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

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

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

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

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

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

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

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

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

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Tower Availability.** At no cost to Tenant, Tenant*x agrees to provide, at no cost, space on the tower and within the lease area for the installation equipment owned and operated by the Town of East Hartford's emergency communication. The exact height, type and amount of equipment shall be determined at a later date.

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

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[SIGNATURES APPEAR ON THE NEXT PAGE]

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

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"
New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Eric E. Schneider
Its: Area Manager – Real Estate and Construction
Date: _____

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[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGEMENT

State of _____)
County of _____) ss:

On this the ____ day of ____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

2. Corporation:

State of _____)
County of _____) ss:

On this the _____ day of _____, _____, before me, a Notary Public, personally appeared _____ (Name of Officer) who acknowledged himself/herself to be the _____ (Title of Officer) of _____ (Name of Corporation), a corporation, and that he/she, as such _____ (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____ (Title of Officer).

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

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¶
1. Individual: ¶
State of _____
)¶
County of _____) ss:¶
On this the _____ day of _____, before me, _____ (name of notary), personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ (is or are) subscribed to the within instrument and acknowledged that _____ (he/she/they) executed the same for the purposes therein contained.¶ In witness whereof I hereunto set my hand.¶
Notary Public¶
Print Name: _____¶
My Commission Expires: _____¶
¶

Deleted: 3. General Partnership: ¶
 State of _____
)¶
) ss:¶
 County of _____)¶
 The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____ (name of partnership), a partnership. ¶

Notary Public ¶
 My Commission Expires: _____ ¶
 ¶
 ¶
 ¶

4. Limited Liability Company: ¶
 State of _____
)¶
) ss:¶
 County of _____)¶
 On this the _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.¶
 _____ ¶
 Notary Public ¶
 My Commission Expires: _____ ¶
 ¶
 ¶

5. Registered Limited Liability Partnership: ¶
 State of _____
)¶
) ss:¶
 County of _____)¶
 On this the _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a registered limited liability partnership, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the registered limited liability partnership by himself as _____.

In witness whereof I hereunto set my hand.¶
 _____ ¶
 Notary Public ¶
 My Commission Expires: _____ ¶
 _____ ¶

_EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____, 20__, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Notes:

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

Comment: LL will not provide any Environmental representation or warranty.

Deleted: EXHIBIT 11 ¶
¶
ENVIRONMENTAL DISCLOSURE ¶
¶
Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows: ¶
¶
1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

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

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

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

Landlord Signature

EXHIBIT 24b
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

John Lawrence
Centerline Communications LLC
960 Turnpike Street Suite 28
Canton MA 02021

Return to:

Re: Cell Site # _____; Cell Site Name: _____
Fixed Asset # _____
State: Connecticut
County: _____

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 20____, by and between Town of East Hartford, a Municipal Corporation, having a mailing address of 740 Main Street, East Hartford, CT 06108 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter referred to as "Tenant").

Deleted: _____
Deleted: _____
Deleted: _____
Deleted: _____
Deleted: _____

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

"LANDLORD"

By: _____
Print Name: _____
Its: _____
Date: _____

"TENANT"

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

By: _____
Print Name: Eric E. Schneider
Its: Area Manager – Real Estate and Construction
Date: _____

Deleted: _____
Deleted: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGEMENT

State of _____)
) ss:
County of _____)

On this the ____ day of ____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____ a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

LANDLORD ACKNOWLEDGEMENT

2. Corporation:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, _____, before me, a Notary Public, personally appeared _____ (Name of Officer) who acknowledged himself/herself to be the _____ (Title of Officer) of _____ (Name of Corporation), a corporation, and that he/she, as such _____ (Title of Officer), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as _____ (Title of Officer).

In witness whereof I hereunto set my hand.

Notary Public

Deleted: / Individual:
State of _____)
) ss: _____)
County of _____)
On this the _____ day of _____, before me, _____ (name of notary), personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ (is or are) subscribed to the within instrument and acknowledged that (he/she/they) executed the same for the purposes therein contained. In witness whereof I hereunto set my hand.
Notary Public
Print Name: _____
My Commission Expires: _____

Print Name: _____

My Commission Expires: _____

Deleted: 3. General Partnership: ¶

State of _____
) ¶
) ss: ¶
County of _____) ¶
The foregoing instrument was
acknowledged before me this
(date) by _____
(name of acknowledging partner or
agent), partner (or agent) on behalf of
_____ (name of partnership), a
partnership. ¶

Notary Public ¶
My Commission Expires: _____ ¶
¶
¶
¶

4. Limited Liability Company: ¶

State of _____
) ¶
) ss: ¶
County of _____) ¶
On this the ____ day of ____, 20 __,
before me, _____, the undersigned
officer, personally appeared _____,
who acknowledged himself to be the
_____ of _____, a (member managed
or manager managed) limited liability
company, and that he, as such _____,
being authorized so to do, executed the
foregoing instrument for the purposes
therein contained, by signing the name of
the limited liability company by himself
as _____.

In witness whereof I hereunto set my
hand. ¶

Notary Public ¶
My Commission Expires: _____ ¶
¶
¶

5. Registered Limited Liability Partnership: ¶

State of _____
) ¶
) ss: ¶
County of _____) ¶
On this the ____ day of ____, 20 __,
before me, _____, the undersigned
officer, personally appeared _____
who acknowledged himself to be the
_____ of _____, a registered limited
liability partnership, and that he, as such
_____, being authorized so to do,
executed the foregoing instrument for the
purposes therein contained, by signing
the name of the registered limited liability
partnership by himself as _____.

In witness whereof I hereunto set my
hand. ¶

Notary Public ¶
My Commission Expires: _____ ¶
¶
¶

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Memorandum of Lease dated _____, 20__, by and between _____, a
_____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability
company, as Tenant.

The Premises are described and/or depicted as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requestor's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
OT
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

[FOLLOWS ON NEXT PAGE]

Prepared by and Return to:
New Cingular Wireless PCS, LLC
Attn: _____

Cell Site No: _____
Cell Site Name: _____
Fixed Asset Number: _____
State: Connecticut
County: _____

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement), dated as of the date below, between _____ having its principal office at _____, (hereinafter called "Mortgagee") and _____, a _____ having its principal office/residing at _____ ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated _____, 20__, (the "Lease") with Landlord, covering property more fully described in Exhibit I attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of _____, being identified as Lot _____ in Block _____ in the _____ of _____, _____ County, State of _____ ("Property"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of _____ (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for _____ County, _____ ("Mortgage"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals,

modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

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

By: _____
Name: _____
Title: _____
Date: _____

MORTGAGEE: _____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

ACKNOWLEDGEMENTS

LANDLORD

1. Individual:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, _____, before me, _____
(name of notary), personally appeared _____, known to me (or
satisfactorily proven) to be the person(s) whose name(s) _____ (is or are) subscribed to the within
instrument and acknowledged that _____ (he/she/they) executed the same for the
purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

2. Corporation:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, _____, before me, a Notary Public, personally
appeared _____ (Name of Officer) who acknowledged himself/herself to be the
_____ (Title of Officer) of _____ (Name of Corporation), a corporation, and
that he/she, as such _____ (Title of Officer), being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as
_____ (Title of Officer).

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

3. General Partnership:

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____(date) by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____(name of partnership), a partnership.

Notary Public

My Commission Expires: _____

4. Limited Liability Company:

State of _____)
) ss:
County of _____)

On this the ____ day of ____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

5. Registered Limited Liability Partnership:

State of _____)
) ss:
County of _____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a registered limited liability partnership, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the registered limited liability partnership by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

6. Individual Acting as Attorney-in-Fact:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for _____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

7. Trustee:

State of _____)

) ss:

County of _____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, of the State (County or City as the case may be) of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

TENANT

State of _____)

) ss:

County of _____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

MORTGAGEE

1. Individual:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, _____, before me, _____
(name of notary), personally appeared _____, known to me (or
satisfactorily proven) to be the person(s) whose name(s) _____ (is or are) subscribed to the within
instrument and acknowledged that _____ (he/she/they) executed the same for the
purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

2. Corporation:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, _____, before me, a Notary Public, personally
appeared _____ (Name of Officer) who acknowledged himself/herself to be the
_____ (Title of Officer) of _____ (Name of Corporation), a corporation, and
that he/she, as such _____ (Title of Officer), being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as
_____ (Title of Officer).

In witness whereof I hereunto set my hand.

Notary Public

Print Name: _____

My Commission Expires: _____

3. General Partnership:

State of _____)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____ (name of partnership), a partnership.

Notary Public
My Commission Expires: _____

4. Limited Liability Company:

State of _____)
) ss:
County of _____)

On this the ___ day of ___, 20___, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public
My Commission Expires: _____

5. Registered Limited Liability Partnership:

State of _____)
) ss:
County of _____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a registered limited liability partnership, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the registered limited liability partnership by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

6. Individual Acting as Attorney-in-Fact:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for _____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

7. Trustee:

State of _____)

) ss:

County of _____)

On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, of the State (County or City as the case may be) of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

EXHIBIT 1
DESCRIPTION OF PREMISES

Version 4-7-2010
CT Option and Lease

In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

3. General Partnership:

State of _____)

) ss:

County of _____)

The foregoing instrument was acknowledged before me this _____(date) by _____ (name of acknowledging partner or agent), partner (or agent) on behalf of _____(name of partnership), a partnership.

Notary Public

My Commission Expires: _____

4. Limited Liability Company:

State of _____)

) ss:

County of _____)

On this the ____ day of ____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

5. Registered Limited Liability Partnership:

State of _____)
) ss:
County of _____)

On this the ___ day of _____, 20___, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a registered limited liability partnership, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the registered limited liability partnership by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public
My Commission Expires: _____

6. Individual Acting as Attorney-in-Fact:

State of _____)
) ss:
County of _____)

On this the _____ day of _____, 20___, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for _____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public
My Commission Expires: _____

7. Trustee:

State of _____)
) ss:
County of _____)

On this the ___ day of _____, 20___, before me, _____, the undersigned officer, personally appeared _____, of the State (County or City as the case may be) of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public
My Commission Expires: _____

3. General Partnership:

State of _____)
) ss:

County of _____)

The foregoing instrument was acknowledged before me this _____(date) by _____(name of acknowledging partner or agent), partner (or agent) on behalf of _____(name of partnership), a partnership.

Notary Public

My Commission Expires: _____

4. Limited Liability Company:

State of _____)

) ss:

County of _____)

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, a (member managed or manager managed) limited liability company, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

5. Registered Limited Liability Partnership:

State of _____)

) ss:

County of _____)

On this the ____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a registered limited liability partnership, and that he, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the registered limited liability partnership by himself as _____.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

6. Individual Acting as Attorney-in-Fact:

State of _____)

) ss:

County of _____)

On this the _____ day of _____, 20__, before me, _____, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney in fact for

_____, and acknowledged that he executed the same as the act of his principal for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

7. Trustee:

State of _____)

) ss:

County of _____)

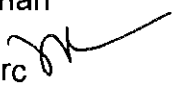
On this the ____ day of _____, 20____, before me, _____, the undersigned officer, personally appeared _____, of the State (County or City as the case may be) of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

Notary Public

My Commission Expires: _____

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 23, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: CCM Energy Purchasing Program Participation Agreement-Solar

I am recommending the attached CCM Energy Purchasing Program Participation Agreement-Solar. CCM has approached the Town to participate in a CCM initiated solar RFP. East Hartford is one of six towns identified by CCM based on our past procurements, including our Trans Canada electricity contract. I believe our community should be poised to enjoy the possible benefits of this subsidy by being ready to identify solar sites.

Please place on the April 3, 2012 Town Council agenda

Thank you


C: M. Walsh, Director of Finance
T. Bockus, Director of Public Works
R. Gentile, Corp. Council
G. Verallis, Facilities Manager
J. Martin, Purchasing Agent



MEMORANDUM

DATE: March 23, 2012

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: CCM Energy Purchasing Program Participation Agreement - Solar

As you are aware, the Town and Board of Education (BOE) are working cooperatively toward a third Energy Performance Contract (EPC). In recent years, we have executed two contracts valued at \$12M with Johnson Controls that resulted in significant capital improvement investment with a focus on energy savings using only the savings to pay for the investment.

The third EPC will focus on relamping of the streetlights with LED lamps, generators, universal generator connectors, new library mechanicals, and certain facility improvement measures at Town and Board buildings. The planning work on this contract has recently begun, and as you can imagine, the planning, release of an RFP, interview, selection, project engineering, contract negotiation, administrative and legislative approvals, contract execution, securing financing, and work completion produce a timeline that has work starting in the spring of 2013.

As the Town and BOE worked on the EPC planning, it was uniformly agreed that East Hartford had opportunities related to solar installations but because of the lower payback on passive projects like solar which require a significant capital investment in infrastructure, it was decided to concentrate on the EPC first, and then on any possible solar opportunities in 2013-2014.

That being said, CCM has approached the Town just this past Monday and has asked us to participate in a CCM initiated solar RFP. Essentially, East Hartford is one of six towns identified by CCM based on our past procurements, including our TransCanada electricity contract. It seems PURA (Public Utility Regulatory Agency), an offshoot of DEEP (a recently combined State agency), has directed utilities to contribute \$8M per year for 15 years to subsidize certain solar projects through the issuance of "ZERECs" (zero emission renewable energy credits) which are created as power is created using solar.

Solar companies will participate in a bid in April and close by May to acquire these credits as an incentive to then in turn design, build, own, and operate solar installations. We believe that

our community should be poised to enjoy the possible benefits of this subsidy by being ready to identify solar sites.

By using CCM to select Town and BOE sites for solar applications and by executing a power purchase agreement (which was contemplated when we signed with TransCanada), East Hartford can enjoy the environmental benefits of solar power with no capital investment while enjoying a modest reduction in electricity costs.

Accordingly, we ask that you forward to the Town Council the attached CCM Energy Purchasing Program Participation Agreement which essentially allows CCM to market our identified sites through an RFP process for a period of 18 months. This agreement does not bind the Town in any way if the market will not support our financial goals.

However, we believe that the income stream created by the ZEREC coupled with commitments we make via a power purchasing agreement will poise the Town to be in a good position to realize electricity savings while benefiting the environment. If the overall project is successful, CCM will receive a \$.075 per watt of installed capacity as their fee for this work.

I have attached the agreement that needs to be executed by the Town by April 4, 2012, a resolution for the Town Council to approve to allow you as Mayor to sign the agreement, and various other literature to review. The BOE will be working through their process concurrently with the BOE reviewing the program at their April 2, 2012 meeting.

I want to thank Tim Bockus, Gregg Verallis, Jack Martin, Rich Gentile, Paul Mainuli, Al Costa, Stan Staron, and Joanne Zatarain for their time as we quickly move to take advantage of this opportunity.

Should you have any questions or problems on the aforementioned, please feel free to contact me.

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE CCM ENERGY
PURCHASING PROGRAM PARTICIPATION AGREEMENT**

WHEREAS, the Town of East Hartford desires to explore the competitive market for financially appropriate solar applications, and

WHEREAS, the Connecticut Conference of Municipalities (CCM), an organization to which East Hartford belongs, is exploring the solar market on behalf of Connecticut Municipalities, and

WHEREAS, the solar market will soon be very competitive pending the public auction of \$8 million of Zero Emission Renewable Energy Credits (ZEREC) by order of PURA (Public Utility Regulatory Agency), and

WHEREAS, the Town desires to participate in one or more solar applications coupled with the execution of a power purchase agreement provided both the solar applications and the power purchase agreement benefit the town financially and environmentally.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the Town of East Hartford is authorized to enter into a CCM Energy Purchasing Program Participation Agreement. The details of the agreement shall be mutually determined between the Mayor and CCM, whose signatures will indicate approval of specific terms and conditions.

I, Angela Attenello, Clerk of the Town Council of the Town of East Hartford, certify that the above resolution was approved at a meeting of the Town Council held on April 3, 2012.

Angela Attenello, Clerk of the Town Council



ELECTRICITY • NATURAL GAS • EFFICIENCY • STREETLIGHTING

ENERGY PURCHASING PROGRAM
PARTICIPATION AGREEMENT

Participant: _____ Participant Contact: _____
Address: _____ Phone: _____

Article 1. Agency. Participant desires to participate in the Energy Purchasing Program, a component of the CCM Energy Program, for purchase of Natural Gas ____, Electricity ____, Solar Electricity ____, or All three ____ (as indicated by the initials of its authorized representative). CCM Services, LLC (“CCM Services”) has retained Bay State Consultants, LLC (“Bay State”) to assist CCM Services in enabling Participants to achieve cost-effective purchase of electricity and natural gas (“Electricity Purchasing” and “Natural Gas Purchasing”) under the Energy Purchasing Program. By executing this agreement for services (the “Agreement”) the Participant hereby authorizes CCM Services and Bay State to act as its exclusive agents to negotiate with any and all electricity and/or natural gas suppliers (“Energy Suppliers”), as selected above, for and on behalf of the Participant and in the name of the Participant during the term of this Agreement for the purposes specified herein. The goal of these negotiations is to achieve electricity and/or natural gas prices that are cost-effective for the Participant. The above-named Participant Contact is authorized to act on Participant’s behalf in order to fulfill Participant’s obligations hereunder. The Participant is under no obligation to accept a contract for energy supply (“Supply Contract”) or solar power purchase agreement presented to it by Bay State and/or CCM Services. For the purposes of this article references to the purchase of Electricity and Energy Suppliers, including the exclusive authority to negotiate electric supply agreements, shall be deemed to include solar electricity, solar electric suppliers and the negotiation of solar power purchase agreements.

Article 2. Bay State Responsibilities. Bay State shall be responsible for acquiring from the utility company all energy usage and other data that is necessary to issue a Request For Proposals for Participant’s initial Supply Contract or any subsequent Supply Contract (“RFP” and “Renewal RFP” respectively) to Energy Suppliers, to the extent feasible. Bay State shall seek proposals from potential Energy Suppliers and shall negotiate supply contracts with Energy Suppliers on the Participant’s behalf. Bay State will use reasonable efforts to complete negotiations with Energy Suppliers in a timely manner and will use its best professional judgment in monitoring energy markets to secure cost-effective electricity and/or natural gas for the Participant, as indicated above, from licensed Energy Suppliers. Following the presentation of a Supply Contract to the Participant, which shall be complete except for the term specifying the price per unit of energy, Bay State shall make itself available by telephone to promptly answer questions by the Participant and shall consult with the Participant when appropriate. If the Participant accepts the Supply Contract, Bay State will establish a date for obtaining prices (“Pricing Day”) and then obtain price quotes from licensed suppliers on that scheduled Pricing Day. Bay State or CCM Services will communicate to the Participant the price per unit of energy quoted by such suppliers on the scheduled Pricing Day, which price must be accepted or rejected by the Participant within four hours of receipt by the Participant.

For solar energy projects, CCM Services Bay State will negotiate the Power Purchase Agreements associated with each project with competitively selected Solar Energy Suppliers to maximize savings for each Participant (defined as the difference between the Participant’s pre-project cost per kwh and post-project price per kwh). Each solar power purchase agreement shall include an Appendix which specifies that the solar energy fee, equal to \$.075 per watt of installed capacity, will be paid out of the proceeds of the solar project’s financing prior to the start of commercial operations. Following the execution of the solar power purchase agreement, Bay State will monitor the development of the solar projects up to and including the commencement of operations.

Throughout the term of this Agreement and any Supply Contract entered into pursuant to this Agreement, CCM Services on or about the first day of September shall provide Participant an annual report comparing the then current rates for electricity provided by its Local Distribution Company (“LDC”) with the projected rates in the savings analysis prepared on Pricing Day.

Article 3. CCM Services Responsibilities. CCM Services shall review, prior to any approval thereof, all RFPs and Renewal RFPs, and all decisions by Bay State to include or exclude from consideration any proposals received from Energy Suppliers; review, prior to any approval thereof, any Supply Contract negotiated by Bay State with Energy Suppliers for provision of

energy to Participants; make itself available to answer questions from Participants, and otherwise monitor the operation and effectiveness of the Energy Purchasing Program.

Article 4. Participant Cooperation. No services shall be provided to Participant hereunder until such time as Participant provides CCM Services with the following: (1) forms authorizing Bay State and CCM Services to request the Participant's natural gas and/or electricity usage information from its local distribution company ("LDC"), which forms are attached hereto as Exhibit 1 (the "Data Release Forms"); (2) a recent bill for every gas account and every electric account that the Participant wishes to be included in the Energy Purchasing Program, but with respect to Solar Energy projects, the most recent utility distribution bills for the electric accounts associated with the nominated solar sites; (3) the most recent audited financial report for the Participant; and (4) to the extent available, the most recent Standard and Poor's or Moody's rating and rating report regarding the most recently issued debt of the Participant. Upon request, and to the extent readily available, Participant agrees to provide CCM Services and Bay State with other relevant documents and information. Participant shall cooperate with CCM Services and Bay State during the negotiations between Bay State and Energy Suppliers. In addition, the Participant shall be available for consultation throughout the negotiations. CCM Services and Bay State may rely upon the accuracy of all information that is provided by the Participant under this Agreement or in connection with the services to be provided by CCM Services and Bay State pursuant to this Agreement, without any independent investigation by CCM Services or Bay State.

For Solar Energy projects only, in addition to the above, Participant will provide: the property tax mill rate applicable to solar equipment that is placed on publicly owned buildings or publicly owned land as well as a description of any process available to negotiate such property tax liability; the name, title, telephone number and email address of Participant's contact person that can answer questions regarding nominated roof solar sites, including roof warranty information, building plans, plot plans, property tax formulas, and arrange for site tours of any nominated solar sites. With respect to any roof sites nominated as a solar site, Participant will provide: a description of the age and type of roof (e.g., flat "built up" or EPDM), remaining roof warranty including the name and contact information of the roof warranty provider, address of the building suitable for Google Earth satellite photo of the roof, as built drawings of the building suitable to support structural analysis. With respect to any land site nominated for consideration as a solar site, Participant will provide: a plot plan or drawing that shows the dimensions of the nominated land area (if a parking lot, in addition to the plot plan, a description of the number of spaces in each row, the number of rows, and the length of each row), address of the site suitable for Google Earth satellite photo of the site.

Article 5. Compensation. The electricity fee and natural gas fee for services provided by CCM Services and Bay State (the "Service Fee") shall be based upon the unit of energy for each Supply Contract. For Electricity Purchasing, the Service Fee will be based on the total kilowatt hours ("Kwh") of electricity supplied to the Participant during the term of any Supply Contract obtained for the Participant by CCM Services and/or Bay State and shall be equal to \$.00133 per Kwh. For Natural Gas Purchasing, the Service Fee will be based upon the total dekatherms ("Dth") of natural gas supplied to the Participant during the term of any Supply Contract obtained for the Participant by CCM Services and/or Bay State and shall be equal to \$.20 per Dth. The Solar Energy fee for services provided by CCM Services and Bay State shall be equal to \$.075 per watt of installed solar capacity (DC rating).

Article 6. Billing and Payment. The Service Fee related to electricity and natural gas procurements will be invoiced monthly by CCM Services and shall equal one-twelfth of the Participant's estimated annual Kwh and/or Dth for electric and/or natural gas accounts included in any RFP or Renewal RFP. Invoices are due and payable in full to CCM Services upon receipt by Participant. If Participant does not pay an invoice within forty-five (45) days after receipt, CCM Services and Bay State may exercise their option to add a simple interest charge of 10% per annum. Participant agrees to pay all fees and expenses (including attorneys fees) associated with collection of any delinquent amounts owed to CCM Services and Bay State by Participant. In the event of a dispute by Participant regarding any portion or all of an invoiced Service Fee, the undisputed portion shall be paid when due, and simple interest on the disputed, unpaid portion shall accrue at a rate of 10 % per annum, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to CCM Services and Bay State. At Participant's option, for Supply Contracts covering a period of at least twelve months, the Service Fee will be adjusted after each twelve-month period based upon Participant's actual annual Kwh and/or Dth *provided* Participant submits to CCM Services its paid electric and/or natural gas bills for the immediately preceding twelve month period for which an adjustment is requested. The solar fee shall be paid out of the proceeds of the financing by the successful developer, on behalf of the Participant, prior to the start of commercial operations of the solar project, pursuant to an agreement with the developer that will be appended to the solar power purchase agreement executed by the Participant. If for

any reason this payment structure is not feasible, CCM Services will bill the Participant for the Solar Energy fee, and the Participant will in turn collect the fee amount from the solar developer. Irrespective of the payment method in any given project, the intent of this paragraph is that the solar fee should be funded by the project financing, and the Participant shall have no obligation to pay any fee other than the fee collected through the solar project's financing source.

Article 7. Term of the Agreement. For electricity and natural gas purchasing this Agreement shall commence as of the last date set forth below, and shall continue for a period of either one (1) year thereafter or until the expiration of any Supply Contract entered into pursuant to this Agreement, whichever occurs last. Participant may terminate this Agreement ninety (90) days prior to the termination of any Supply Contract entered into pursuant to this Agreement upon written notice to CCM Services and Bay State, provided that all obligations of the Participant under any Supply Contract, and the obligation to pay the Service Fee for such Supply Contract, shall survive termination of this Agreement. For solar projects, this Agreement shall commence upon the execution of this agreement and terminate upon the commencement of commercial operations of the solar project. In the event no solar power purchase agreement is executed within 18 months of the execution of this agreement, any party may terminate upon thirty (30) days notice.

Article 8. Limitation of Liability. A) Neither Bay State nor CCM Services shall be liable for loss, delay, injury, damage, or failure of performance that may be caused by circumstances beyond its or their reasonable control, including but not restricted to acts or omissions by a Participant, its employees, agents or others acting on its behalf, Acts of God, strikes, action of the elements, act of any government, and civil disturbances. B) Participant agrees that Bay State's and CCM Services liability for any loss, delay, injury, damage, or failure of performance is limited to the re-performance of the Services.

Article 9. Miscellaneous.

(a) This Agreement shall constitute the entire agreement among the Participant, CCM Services, and Bay State with regard to the Participant's participation in the Energy Purchasing Program and supersedes any prior understanding or representation with respect thereto.

(b) Except as specified in Article 7, this Agreement may be amended, modified, terminated, or extended only by mutual written consent of the parties.

(c) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, provided that this Agreement shall not be assigned by any party hereto without the prior consent of the other parties.

(d) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties to the expungement of the invalid provision.

CCM Services, LLC

Bay State Consultants, LLC

Participant:

By: _____

By: _____

By: _____

James J. Finley, Jr.
President

John Shortsleeve
President

Name: _____

Title: _____

Authority Warranted

Authority Warranted

Authority Warranted

Date: _____

Date: _____

Date: _____



BAY STATE CONSULTANTS

Memo

To: Mike Walsh, Town of East Hartford
From: John Shortsleeve
Cc: Andy Merola, Susan Shortsleeve
Re: Solar Opportunity
Date: March 20, 2012

Andy Merola has asked me to follow up with you regarding the solar opportunity in your community. First, let me explain the scheduling constraints.

Solar companies that design, build, own, and maintain these solar projects rely on two annual revenue streams to make these projects financially workable. The first revenue stream comes from the sale of the power generated by the solar panels. If you elect to use the CCM solar power purchase program, we will procure this Power Purchase Agreement (PPA) and then submit it to you for your review and approval. This will be a long-term agreement (15 to 20 years) in which you agree to purchase the solar power for a negotiated price per kWh and the solar company agrees to design, build, own, operate, and maintain the project over that term. The second revenue stream comes from the sale of the ZRECS (zero emission renewable energy credits). This second revenue stream provides somewhere between 66% and 75% of the revenue stream for the project. The new Energy Act requires CL&P and UI to enter into 15 year contracts to purchase ZRECs from the successful solar companies. The schedule in the draft PURA decision requires these two utilities to implement a bid process in April and to award these ZREC contracts by May 1, 2012. We expect that may slip to mid to late May 2012. Our objective is to identify feasible solar sites in the communities of members that elect to participate, qualify potential solar companies, ask those companies to vet those potential sites, and provide indicative purchase prices, before the end of April. We will then have two weeks to complete the negotiation of the PPA. The solar companies will need to know enough about the CCM projects to inform their ZREC bids in the simultaneous bid process that is being conducted CL&P and UI. This is why the schedule is so tight.

What Makes a Good Solar Site?

As Andy mentioned, solar projects that sit behind rate 40 and rate 41 meters should yield twice the savings as compared to solar projects that sit behind other meters. We have attached a list of your accounts shown in Appendix A and highlighted the rate 40 and 41 accounts. The best way to assess the potential for a set of solar projects is to review this list and identify any accounts that meet the following qualifications:

With respect to rooftop projects, we are looking for municipal buildings with:

- A) large flat roofs;
- B) a minimum of 15 years of roof warranty remaining, preferably longer;
- C) a minimum of 11,000 square feet of useable, contiguous, un-shaded space;
 - i. Note: Rooftops that have a total area 25,000 to 30,000 square feet are likely to have 11,000 square feet of useable, contiguous, un-shaded space, after removing un-useable areas due to HVAC and other constraints.
- D) preferably, rooftops on buildings serviced by rate 40 of 41 meters;
- E) as-built drawings that can readily be copied and made available;
- F) details regarding the roof warranty that can readily be copied and made available.

With respect to parking lot projects, we are looking for:

- A) large open, un-shaded parking lots with perhaps 100 parking spaces or more;
- B) rows of head to head parking that are 100 feet in length or longer;
- C) preferably on the sites of buildings serviced with rate 40 of 41 meters.

What makes a good solar project?

We are looking for multiple sites (buildings and or parking lots) within your community that are suitable candidates for a solar array sized in excess of 100 KW. The objective would be to identify multiple sites within the community that collectively yield a total of 600 KW to 1,200 KW of solar capacity. We have attached an Appendix B which describes a hypothetical set of solar projects, the critical characteristics of those projects, and the estimated economic benefits of those projects. We have used rules of thumb from the solar projects that we have evaluated in Massachusetts to estimate solar capacity and the rules in Connecticut to estimate economic benefits. This information is very preliminary. Once we have targeted projects using these rough criteria, we will ask solar developers to perform on-site evaluations to arrive at a more precise description of the solar array that could be accommodated at each site.

A word about Property Taxes:

The economics of these projects can be very sensitive to the annual cost associated with personal property taxes. If property taxes are higher in one community, it may make sense to negotiate a power purchase price that mitigates that higher than average cost. If you elect to proceed with a solar project, we will need to gain a good understanding of the approach to property taxes in your community, and at a minimum, be able to describe your property tax formula in our discussions with solar companies.

I will follow up by phone to discuss this information with you.

Appendix A
List of Relevant Accounts

26	'51979032083-538061004	35	School	450 Forbes St		417
27	'51192132041-383161002	35	School	61 Alps Dr		639
28	'51768942054-297271005	35	School	869 Forbes St	CIBA Bldg	531
29	'51309942050-056271001	35	School	1110 Main St		395
30	'51877222083-870651004	40	School	15 Mercer Ave		231
31	'51321422008-894751009	40	School	95 Willowbrook Rd		120
32	'51707422028-322851009	40	School	191 Main St	Hockanum Sch	238
33	'51761722073-716851004	40	School	110 Long Hill Dr		154
34	'51726722036-285951007	40	School	101 Great Hill Rd		184
35	'51699822052-298061003	40	School	56 Farm Dr		258
36	'51932032014-586161005	40	School	40 Butternut Dr		143
37	'51435232020-318261001	40	School	40 Remington Rd		226
38	'51493432082-717361003	40	School	301 May Rd		274
39	'51686432006-075361007	40	School	330 Hills St		119
40	'51537702078-044841009	41	School	1235 Forbes St		274
41	'51067702035-420941006	56	School	777 Burnside Ave		1727
42	'51297742082-034171003	58	School	869 Forbes St		1535

Appendix B
(Hypothetical set of solar arrays in CL&P territory)

<u>A</u>	<u>Name of Facility</u>	<u>High School</u>
<u>B</u>	<u>Age of Roof</u>	<u>Installed 2006</u>
<u>C</u>	<u>Roof Warranty Remaining in 2013</u>	<u>23 years</u>
<u>D</u>	<u>Type of Roof</u>	<u>Flat, Built Up Roof</u>
<u>E</u>	<u>As Built Plans Copied and Available</u>	<u>Yes</u>
<u>F</u>	<u>Structural Analysis</u>	<u>By solar company</u>
<u>G</u>	<u>Total Area of Roof</u>	<u>100,000</u>
<u>H</u>	<u>Useable, Un-shaded, Contiguous Space</u>	<u>50,000</u>
<u>I</u>	<u>Potential Solar Capacity @ 9 watts / square foot</u>	<u>450 KW</u>
<u>J</u>	<u>Potential output @ 1,000 kwh / Kw of capacity</u>	<u>450,000 kWh</u>
<u>K</u>	<u>Potential Savings @\$0.04 per kwh (if rate 40 or 41)</u>	<u>\$18,600 /yr</u>
<u>L</u>	<u>Potential Savings @\$0.02 per kwh (if other rate class)</u>	<u>\$9,300 /yr</u>
<u>M</u>	<u>Personal property taxes</u>	<u>TBD</u>

<u>A</u>	<u>Name of Facility</u>	<u>High School Parking Lot</u>
<u>B</u>	<u>Age of Roof</u>	<u>NA</u>
<u>C</u>	<u>Roof Warranty Remaining</u>	<u>NA</u>
<u>D</u>	<u>Type of Roof</u>	<u>NA</u>
<u>E</u>	<u>As Built Plans Reviewed</u>	<u>NA</u>
<u>F</u>	<u>Structural Analysis</u>	<u>NA</u>
<u>G</u>	<u>Total Area of Roof</u>	<u>NA</u>
<u>H</u>	<u>Useable, Un-shaded, Contiguous Space</u>	<u>280 space lot</u>
<u>I</u>	<u>Potential Solar Capacity</u>	<u>400 KW</u>
<u>J</u>	<u>Potential Solar output</u>	<u>400,000 kWh</u>
<u>K</u>	<u>Potential Savings @\$0.04 per kwh (if rate 40 or 41)</u>	<u>\$16,000 /yr</u>
<u>L</u>	<u>Potential Savings @\$0.02 per kwh (if other rate class)</u>	<u>\$8,000 / yr</u>

<u>M</u>	<u>Personal property taxes</u>	<u>TBD</u>
<u>A</u>	<u>Name of Facility</u>	<u>DPW Building</u>
<u>B</u>	<u>Age of Roof</u>	<u>Installed 2003</u>
<u>C</u>	<u>Roof Warranty Remaining in 2013</u>	<u>20 years</u>
<u>D</u>	<u>Type of Roof</u>	<u>Flat, EPDM</u>
<u>E</u>	<u>As Bnilt Plans Copied and Available</u>	<u>Yes</u>
<u>F</u>	<u>Structural Analysis</u>	<u>By solar company</u>
<u>G</u>	<u>Total Area of Roof</u>	<u>50,000</u>
<u>H</u>	<u>Useable, Un-shaded, Contignous Space</u>	<u>25,000</u>
<u>I</u>	<u>Potential Capacity @ 9 watts / square foot</u>	<u>225 KW</u>
<u>J</u>	<u>Potential output @ 1,000 kWh / KWof capacity</u>	<u>225,000 kWh</u>
<u>K</u>	<u>Potential Savings @\$0.04 per kWh (if rate 40 or 41)</u>	<u>\$9,000 /yr</u>
<u>L</u>	<u>Potential Savings @\$0.02 per kWh (if other rate class0)</u>	<u>\$4,500 / yr</u>
<u>M</u>	<u>Personal property taxes</u>	<u>TBD</u>

Total Project: 1,075 KW

Savings if behind rate 40 or 41 meter: \$43,000 / yr for 20 years (exclusive of property taxes)

Savings if behind meters of other rate class: \$22,000 / yr for 20 years (exclusive of property taxes)

Elegant Solar Parking Structures and Systems

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Solaire Generation provides comprehensive engineering and construction services for utility-scale solar power plants. Solaire's experienced staff provides turnkey solutions with the best in water and energy efficiency, from design, hardware, and installation. We can deliver complete, significant and profitable results for the water and solar industry.

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 Solaire's design and construction services include site assessment, engineering, procurement, construction management, and commissioning. We provide a full range of services from design to construction, ensuring the highest quality and most efficient results for our clients.

Water & Energy
 Solaire's water and energy solutions are designed to maximize efficiency and reduce costs. Our expertise in water and energy systems allows us to provide comprehensive solutions for a wide range of applications, from industrial to residential.

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- Design & Construction
- Site Work
- Civil Erection
- Commissioning & Testing Services
- Operations & Maintenance
- System Monitoring
- System Maintenance

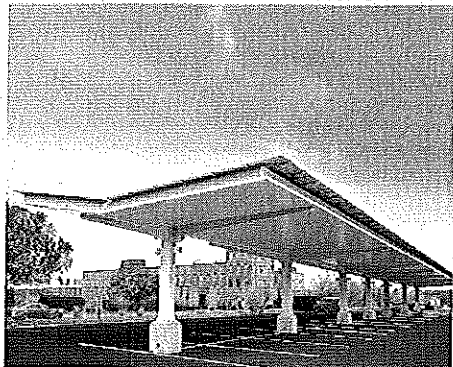
- Contributions to as many as 20 LEED certification points
- From a conceptual design through construction



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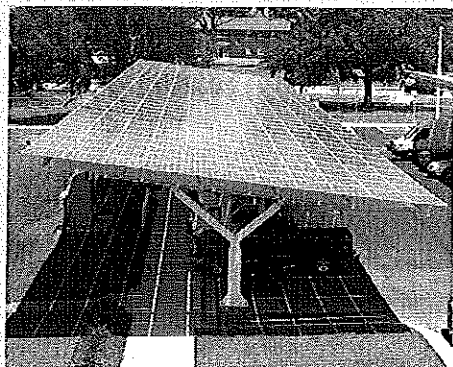
Innovations

Solaire Generation leads the competition in design, innovation, technology and functionality. Our commitment to quality and value is embodied in the architecture, materials and construction of our patented and patent pending structures and systems.



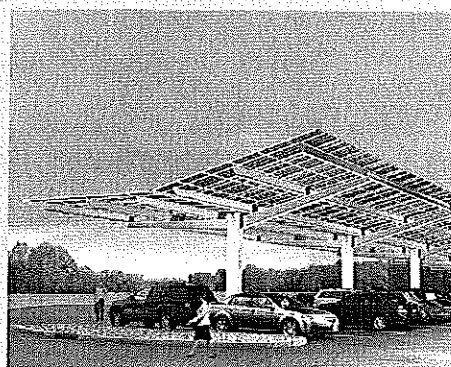
Solaire Premium™

- Patented dual-incline structure combines exceptional functionality and style
- Safely manages rain, snow and ice



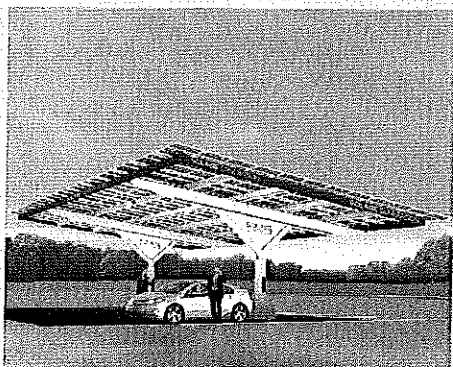
Solairis™

- Affordable and elegant patent pending single-incline design
- Inclination is customized to provide optimal energy output



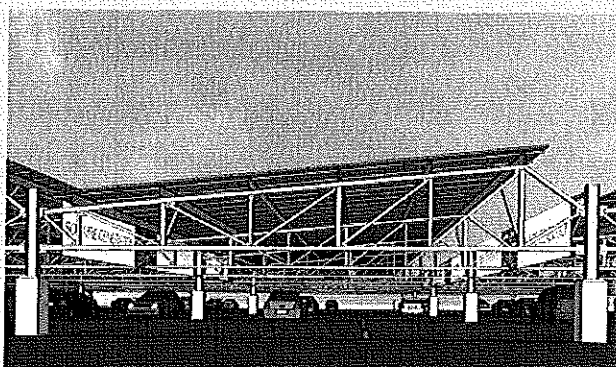
Solaire 360™

- Patent pending dual-incline structure, competitively priced
- Safely manages snow and ice



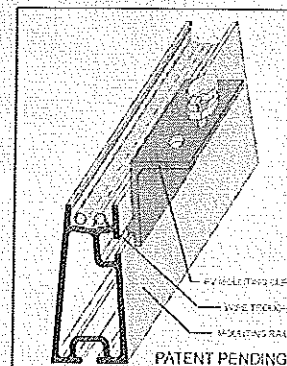
Solaire EV/PV Charging Station™

- Seamlessly integrates with OEM electric vehicle charging stations
- Advertising / sponsorship is an optional feature



Solaire Long Span R5™

- Modular truss system installs on new and existing parking garages
- Patent pending design is engineered for all regions



Solaire Max Rack™

- System saves money in field labor, installation time and maintenance
- PV panels are mounted on grade or off-site and bracketed over units

Competitive Advantages

Safety Clearances/Security

- Snow & ice protection
- Best in class clearances minimize possible collisions with commercial vehicles and maintenance equipment
- Easily incorporated security cameras and systems

Water Collection

- The Premium™ offers optional rain water harvest for gray water use

Lighting

- Customizable options for safety and security lighting and LED light treatments

Universal PV Components

- Supports all commercially available solar panels, inverters and other related component boxes

Electric Protection

- Power outlets, surge protectors and other AC & DC service
- PV strings are protected with custom box enclosures

Durability

- Corrosion free metal structural steel from vehicle damage
- An excellent structure for advertising and other uses

High Energy Yields

- Maximum high energy output for each geographical location and specific site conditions

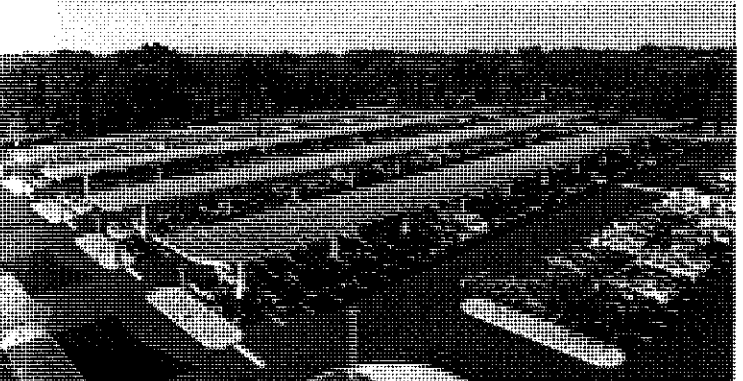
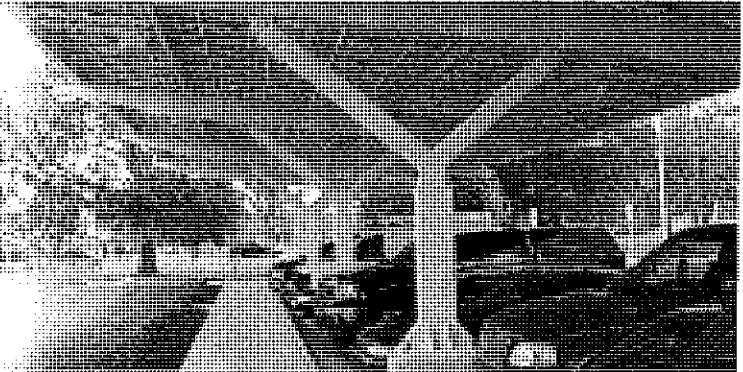
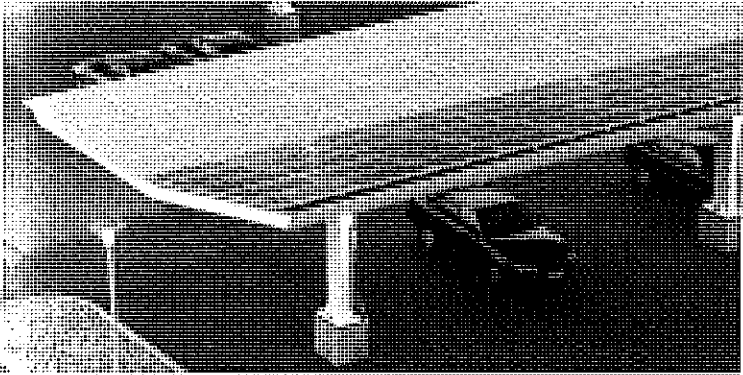
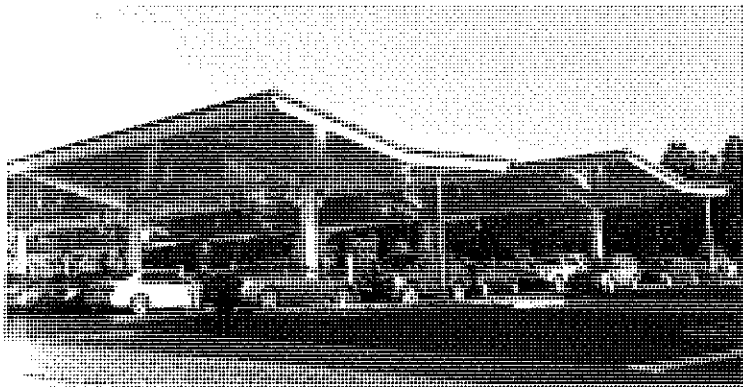
Branding / Advertising

- Creates additional revenue opportunities

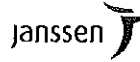
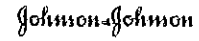
Charging Station

- Integrates with commercially available EV charging systems

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The Solaire Generation Commitment

The patented and patent pending Solaire Parking Structures and Systems combine durability with function and style. We partner with solar integrators, developers and property owners nationwide and globally in order provide our clients the best in canopy design, fabrication, and installation.



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GENERATION
DESIGN FABRICATE INSTALL

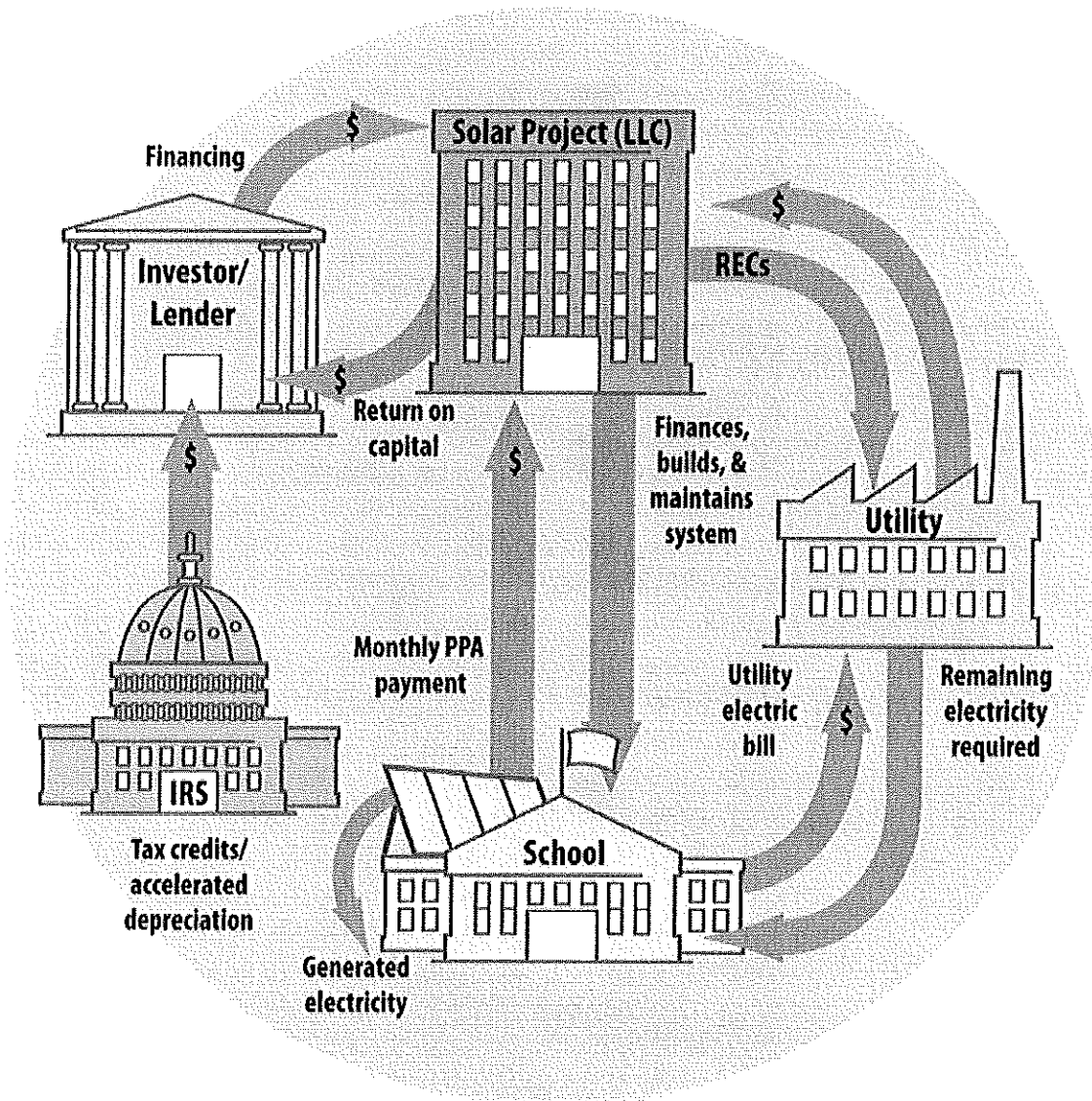
150 West 28th Street, Suite 1801
New York, NY 10001 USA

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info@solairegeneration.com
www.solairegeneration.com

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OVERVIEW OF SOLAR PV PROJECTS FINANCED THROUGH PPA¹¹

Under the terms of a solar PPA, the solar developer/investor owns, operates, and maintains the PV system and sells 100% of the solar electricity produced to the host (municipality/school district) at a fixed price for a negotiated term of up to 20 years. The federal tax incentives available to businesses—the business energy investment tax credit (ITC) and accelerated depreciation—can offset 50% or more of the installed cost of a PV system. The PPA provider can then pass a portion of the savings on to the host in the form of a lower PPA cost of electricity. As a result, the third-party ownership model can be a cost-effective arrangement for many public entities that are interested in pursuing solar but lack access to the necessary funding or prefer to forego ownership for other reasons. Additionally, buyout options can be negotiated into the contract for the host to purchase the system sometime after 6 years and up through the end of the PPA term at the PV system's fair market value.



Summary of Project Structure and Benefits

Community executes a 15 to 20 year agreement with Solar Company.

Solar Company promises to design, finance, own, operate sizable solar array (perhaps 1 MW capacity) and provide solar power to 3 to 5 schools / buildings in the community.

Community agrees to purchase 100% of the solar power generated and use that power at those 3 to 5 buildings. This solar power displaces power that is currently supplied by TCPM and delivered by CL&P. The annual benefit to the community is equal to:

- A) Cost avoided for power not supplied by TCPM or delivered by CL&P (assume \$ x / kwh)
- B) Cost to purchase solar power (assume \$ y / kwh ,potentially negotiated as % of x)
- C) Benefit equal to differential between A and B times the solar power generated each year

$$(\$ x / kwh - \$ y / kwh) \times \text{solar kwh / yr} = \text{Annual Benefit}$$


Example Using Three Hypothetical Parking Lot Projects Generating 1,000,000 kwh/yr in total.

A	<u>Name of Facility</u>	<u>Parking Lot for Building A</u>
B	<u>Useable, Un-shaded, Contiguous Space</u>	<u>280 Space lot</u>
C	<u>Potential Solar Capacity</u>	<u>400 KW</u>
D	<u>Potential Solar Output</u>	<u>400,000 kWh</u>

A	<u>Name of Facility</u>	<u>Parking Lot for Building B</u>
B	<u>Useable, Un-shaded, Contiguous Space</u>	<u>280 Space lot</u>
C	<u>Potential Solar Capacity</u>	<u>400 KW</u>
D	<u>Potential Solar Output</u>	<u>400,000 kWh</u>

A	<u>Name of Facility</u>	<u>Parking Lot for Building C</u>
B	<u>Useable, Un-shaded, Contiguous Space</u>	<u>140 Space lot</u>
C	<u>Potential Solar Capacity</u>	<u>200 KW</u>
D	<u>Potential Solar Output</u>	<u>200,000 kWh</u>

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 27, 2012
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: CONTINGENCY TRANSFER: REPUBLICAN PRESIDENTIAL
PREFERENCE PRIMARY

A contingency transfer is necessary to cover costs associated with the Republican Presidential Preferential Primary which will be held here in East Hartford on April 24, 2012. The transfer is in the amount of \$17,682 attached is the request form.

Please place on the Town Council agenda for April 3, 2012.

Thank you.


C: M. Walsh, Director of Finance



MEMORANDUM

DATE: March 27, 2012

TO: Marcia A. Leclerc, Mayor

FROM: Michael P. Walsh, Director of Finance 

TELEPHONE: (860) 291-7246

RE: **Contingency Transfer: Republican Presidential Preference Primary**

As you are aware, a Republican Presidential Preferential Primary will be held here in East Hartford on April 24, 2012.

This primary election will result in unanticipated expenditures attributable to the Registrar of Voters budget in the amount \$17,825 as detailed in the attached memo.

Because the cost of this primary is traditionally not budgeted as part of the 2011-2012 budget process, we respectfully need to request a Contingency Transfer from the Town Council to cover the cost of this primary.

A transfer form is attached in the amount of \$17,682 or \$143 short of the department request. Because this Contingency account only has \$17,682 available, I will work the Registrar's Office to fund the difference if needed after all costs are known. Please forward this item on to the Town Council for action.

Should you have any questions or problems, please feel free to let me know. Thank you.

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

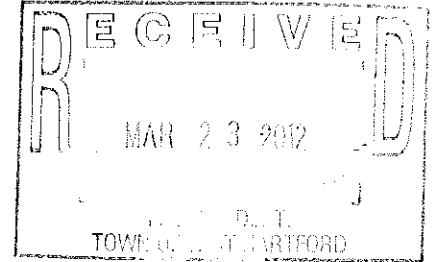
740 Main Street
East Hartford, Connecticut 06108

(860) 291-7280

FAX (860) 289-0831

REGISTRAR OF VOTERS

Date: March 23, 2012
To: Marcia A. Leclerc, Mayor
From: Mary J. Mourey, Republican Registrar of Voters
Re: Republican Presidential Preference Primary – April 24, 2012




The following is my budget for the April 24, 2012 primary.

CODES	RATE	TOTAL
60135 1 Head Moderator		\$ 300.00
60135 1 Assistant Head Moderator		275.00
60135 7 District Moderators	\$300.00	2,100.00
60135 7 Assistant Registrars	275.00	1,925.00
60135 7 Official Checkers	200.00	1,400.00
60135 14 Ballot Clerks	200.00	2,800.00
60135 7 Voting Tabulator Tenders	200.00	1,400.00
60135 1 Absentee Ballot Moderator		300.00
60135 1 Assistant Absentee Ballot Moderator		275.00
60135 2 Absentee Ballot Casters	200.00	400.00
60135 1 Set-up/Break down Staff		300.00
60135 1 Registrar of Voters		600.00
60135 1 Deputy Registrar of Voters		300.00
62360 St. Christopher's Church Hall		200.00
62360 2,000 ballots @ .30 cents each, plus shipping cost (\$100.00)		700.00
62360 Programming of ballots – English/Spanish Size 8 ½ x 11, plus 32 memory cards		950.00
62360 Programming Handicap IVS phone/fax machine		100.00
63227 Movers		1,500.00
65212 Telephones – 2 phone lines per district. Includes phone system for handicap voters		2,000.00

Total \$17,825.00

Cc: Michael Walsh

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 21, 2012
TO: Richard Kehoe, Chair
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT– Boards & Commissions

I am recommending the following appointment to the Town Boards and Commissions. This appointment is for the Library Commission vacancy that Anita Morrison was appointed to and decided to decline the appointment.

LIBRARY COMMISSION

			<u>Term</u>
R	Esther B. Clarke	197 Langford Lane	14

Please place on the Town Council Agenda for April 3, 2012.

Thank you.

EAST HARTFORD REPUBLICAN TOWN COMMITTEE
505 Burnside Ave (C14), East Hartford CT 06108
860/983-4104
email: jackwjacobs@sbcglobal.net

March 19, 2012


HON MARCIA LECLERC
MAYOR OF EAST HARTFORD
740 MAIN ST
EAST HARTFORD CT 06108

Dear Mayor Leclerc:

Re: ESTHER B CLARKE
Recommended Appointment, Library Commission

The EHRTC recommends **Esther B Clarke** of 197 Langford Ln, East Hartford 06118 (860/568-7820) for appointment to the Republican vacancy on the **Library Commission** for the term ending in December, 2014.

Sincerely yours,



Jack W. Jacobs
Chair, EHRTC

c: Esther B. Clarke
Eric A. Thompson Sr., Minority Leader
Robert J. Damischi Sr, Town Councilor
Patricia A. Harmon, Town Councilor

T O W N O F E A S T H A R T F O R D
O F F I C E O F T H E M A Y O R

DATE: March 23, 2012

TO: Richard Kehoe, Chair

FROM: Mayor Marcia A. Leclerc 

RE: REFUND OF TAXES

I recommend that the Town Council approve a total refund of taxes in the amount of \$15,553.55 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for April 3, 2012 .

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

INTEROFFICE MEMORANDUM

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

FROM: IRIS LAURENZA, COLLECTOR OF REVENUE
ANNIE KOHLER, ASSISTANT TAX COLLECTOR

SUBJECT: REFUND OF TAXES

DATE: 3/23/2012

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 \$15,553.55 See attached list.

Bill	Name	Address	Prop Loc	Vehicle Info.	Int Pd	Fee Pd	Over Paid		
2010-03-0067529	A PLUS INSTALLATION LLC	1508 PARK AVE EAST HARTFORD CT 06108 4011		2008//JALB4W16287400548	\$ -	\$	\$ (319.42)		
2010-01-0000298	ALBANI MARIE C	49 HUCKLEBERRY RD EAST HARTFORD CT 06118		49 HUCKLEBERRY RD	\$ -	\$	\$ (97.02)		
2010-01-0000461	CORELOGIC ATTN: REFUNDS DFW 1-3	1 CORELOGIC DR WESTLAKE TX 76262		160 RIDGEWOOD RD	\$ -	\$	\$ (2,724.17)		
2010-01-0000661	CORELOGIC ATTN: REFUNDS DFW 1-3	1 CORELOGIC DR WESTLAKE TX 76262		24-26 GRAHAM RD	\$ -	\$	\$ (2,690.81)		
2010-01-0007350	CORELOGIC ATTN: REFUNDS DFW 1-3	1 CORELOGIC DR WESTLAKE TX 76262		24 TERRY RD	\$ -	\$	\$ (2,019.60)		
2010-01-0010283	CORELOGIC ATTN: REFUNDS DFW 1-3	1 CORELOGIC DR WESTLAKE TX 76262		82 TIMBER TR	\$ -	\$	\$ (2,369.48)		
2010-01-0009027	CORELOGIC ATTN: REFUNDS DFW 1-3	1 CORELOGIC DR WESTLAKE TX 76262		40 FOWLER LN	\$ -	\$	\$ (2,521.61)		
2010-01-0005368	FREMONT PITKIN L L C	65 LA SALLE RD SUITE 202 W HARTFORD CT 06107		296 PITKIN ST	\$ -	\$	\$ (249.20)		
2010-03-0064714	GRABKA ALFRED OR GRABKA KRISANN	14 CALLAHAN LA E HARTFORD CT 06118 2900		2009//1J4FT47899D107628	\$ -	\$	\$ (117.96)		
2010-03-0066797	HOLMGREN CARL G	284 WOODYCREST DR E HARTFORD CT 06118 2754		2004//1GTEK14VX4Z346036	\$ -	\$	\$ (151.28)		
2010-02-0040927	K & S DISTRIBUTORS INC	50 OAKLAND AVE EAST HARTFORD CT 06108		50 OAKLAND AVE	\$ -	\$	\$ (154.72)		
2010-01-0007624	KELSO WALTER T OR KELSO EVELYN	55 BIRCHWOOD RD EAST HARTFORD CT 06118		55 BIRCHWOOD RD	\$ -	\$	\$ (10.00)		
2010-01-0008305	LAWTON RICHARD E	1970 MAIN ST EAST HARTFORD CT 06108		1970 MAIN ST	\$ -	\$	\$ (188.62)		
2010-01-0009937	MILTON CAROLYN	27 WOOD DR EAST HARTFORD CT 06108		27 WOOD DR	\$ -	\$	\$ (6.00)		
2010-01-0011740	POTTERTON CRAIG R OR DONNA POTTERTON	39 GRANDE RD EAST HARTFORD CT 06118		39 GRANDE RD	\$ -	\$	\$ (13.26)		
2010-03-0079771	RAJAGOPALAN RANGARAJAN	4980 OWENS DR APT 526 PLEASANTON CA 94588		2001//3N1CB51D31L454353	\$ -	\$	\$ (36.55)		
2010-04-0086153	ROY ROBBILEE A	37 PRIMROSE DR E HARTFORD CT 06118 1312		2003//JHZMC13073K903370	\$ (2.00)	\$ (5.00)	\$ (6.85)		
2010-01-0001707	SANCHEZ CHRISTOPHER	51 VERNON RD EAST HARTFORD CT 06108		51 VERNON RD	\$ -	\$	\$ (402.69)		
2010-03-0085758	TANGUAY MARCEL OR TANGUAY JULIE	881 BURNSIDE AVE E HARTFORD CT 06108 2710		2005//3GNFK16ZX5G113707	\$ -	\$	\$ (234.06)		
2009-03-0087085	TOYOTA MOTOR CREDIT CORP	19001 S WESTERN AVE PO BOX 2958 TORRANCE CA 90509 2958		2006//JTHCK26292003180	\$ -	\$	\$ (397.26)		
2010-03-0086763	TOYOTA MOTOR CREDIT CORP	19001 S WESTERN AVE PO BOX 2958 TORRANCE CA 90509 2958		2007//JTHBJ46G972109054	\$ -	\$	\$ (141.36)		
2010-04-0086986	TOYOTA MOTOR CREDIT CORP	19001 S WESTERN AVE PO BOX 2958 TORRANCE CA 90509 2958		2011//5TDBK3EH0BS054546	\$ -	\$	\$ (662.83)		
2010-01-0015371	WHITE JAMES P OR WHITE JANE A	69 PROSPECT ST EAST HARTFORD CT 06108		69 PROSPECT ST	\$ -	\$	\$ (10.00)		
2010-01-0015538	WILSON NANCY M	25 CRESCENT CT EAST HARTFORD CT 06118		25 CRESCENT CT	\$ -	\$	\$ (20.00)		
SUB TOTAL							\$ (2.00)	\$ (5.00)	\$ (15,546.55)
TOTAL									\$ (15,553.55)

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Police Department

31 School Street

East Hartford, Connecticut 06108

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

MARK J. SIROIS
CHIEF OF POLICE

March 16, 2012

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

**Re: Outdoor Amusement Permit Application -
"Masonicare Quality of Life Walk"**

Dear Chairman Kehoe:

Attached please find the amusement permit application submitted by **The Masonic Charity Foundation of CT by Patricia L. Morgan, its Director of Development**. The applicant seeks to conduct a Walking Fundraiser in **Great River Park** with information booths, food and music provided by a disc jockey, on **Saturday, May 19, 2012** from approximately **8 AM - 12:30 PM** with music from **9 AM - 12:30 PM**.

The applicant respectfully **requests a waiver of the associated permit fee**, under the provisions of (TO) 5-6(c), due to the Town of East Hartford as this is a fundraising event sponsored by a charitable organization.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, and Public Works Departments. The **Parks & Recreation, Public Works and Fire Departments** approve the application as submitted.

The **Health Department** states the application be approved provided the applicant contacts the Health Department no less than two weeks prior to the event to obtain an appropriate temporary food service permit.

The **Risk Management Department** states the foundation will need to submit a Certificate of Insurance naming and endorsing the Town of East Hartford on the policy as an additional insured for liabilities associated with the walk.

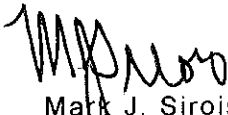
The **Police Department** conducted a review of the application and the following comments/recommendations are made:

- The Police Department can provide adequate police protection for this event. The proposed site is suitable for the proposed amusement, the crowd is of moderate size, and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.

- As in the past, Police Officers may be required to staff pedestrian and traffic control posts.
- In the event that the police manpower required for this event exceeds the Department's normal Patrol Complement, some overtime hiring may be necessary. The number of officers and cost of such overtime hiring is yet to be determined. As an event that is not Town-sponsored, this expense will have to be borne by the applicant.

Respectfully submitted for your information.

Sincerely,



Mark J. Sirois
Chief of Police

Cc: Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

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



Mark J. Sirois
Chief of Police

OUTDOOR AMUSEMENT PERMIT APPLICATION

1. Name of Event: 2012 Masonicare Quality of Life Walk
2. Date(s) of Event: Saturday, May 19, 2012
3. Applicant's name, home & work phone numbers, home address, and e-mail address:
The Masonic Charity Foundation of CT 203-679-5572
Patricia L. Morgan, Director of Development pmorgan@masonicare.org
239 Woolbine Rd., Colchester, CT 06415
4. If partnership, corporation, club, or association, list names of all partners or officers and business address.
The Masonic Charity Foundation of CT
22 Masonic Ave., P.O. Box 70, Wallingford, CT 06492
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park, 301 East River Drive, East Hartford, CT 06106
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):
May 19, 2012 8:00 am - 12:30 pm
7. Provide a detailed description of the proposed amusement: The walk will promote the quality of life funds at Masonicare. The proposed schedule is as follows: 9am-10am walker check-in, 9:45 am. Opening Ceremonies, 10:00 am-11:30 am walk, 10:15 am-12 pm Boxed Lunch in Amphitheater
8. Will Music or Other Entertainment Be Provided Out-Of-Doors?
 Yes DJ No
- a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? The DJ will play music from/between the hours of 9am - 12:30pm
9. What is the expected age group(s) of participants?
The majority of walkers will be 25-45 age range but there will be younger and older participants.
10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time/ day / date and anticipated attendance for each.)
Our goal is to have 500 walkers
11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:
 - a. Crowd Size Impact:
Minimal

b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets:

Minimal

c. Parking Plan On Site & Impact on Surrounding / Supporting Streets:

Great River Park lot, BKM. 300 East River Drive, East Hartford.
Securing additional parking. There may also be some street parking on East River Drive.

d. Noise Impact on Neighborhood:

Minimal

e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement:

Metropolitan District Commission

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

Increased traffic on road and in park.

g. Other Expected Influence on Surrounding Neighborhood:

None

12. Provide a Detailed Plan for the Following:

a. Accessibility of Amusement Site to Emergency, Police, Fire & Medical Personnel and Vehicles:

Complete access into park and entertainment venue.

b. Provisions for Notification of Proper Authorities in the Case of an Emergency:

c. Any Provision for On-Site Emergency Medical Services: Doctors on site

d. Crowd Control Plan: N/A

e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition:

Metropolitan District Commission

f. Provision of sanitary facilities:

on-site

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

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

Department Yes No.

14. Does the Proposed Amusement Involve the Sale and/or Provision of Alcoholic Beverages to Amusement Attendees,

Yes No Alcoholic Beverages will be served / provided.

If 'YES', Describe, In Detail, Any and All Arrangements and What Procedures Shall Be Employed:

a. For Such Sale or Provision,

N/A

b. To Ensure That Alcohol Is Not Sold or Provided to Minors or Intoxicated Persons.

N/A

Check if Copy of the Liquor Permit, as Required by State Law, is included with application.

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

see attached

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

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

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

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

Patricia L Morgan
(Applicant Signature)

Patricia L. Morgan
(Printed Name)

2/21/12
(Date Signed)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Time Waiver Request Included:

YES

NO *N/A*

Fee Waiver Request Included:

YES

NO

Received By:

Carol A. Clark

Employee Number:

9019

Date & Time Signed:

2-21-12

10:45 AM ~~PM~~

Time remaining before event

30+

days.

Certificate for Purchases of Tangible Personal Property and Services by Qualifying Exempt Organizations

General Purpose: A qualifying exempt organization must issue this certificate to retailers when purchasing items to be used by the organization exclusively for the purposes for which it was established. Under Conn. Gen. Stat. §12-412(8), a qualifying exempt organization is either:

- an organization that was issued an exemption permit before July 1, 1995, by the Department of Revenue Services (DRS) under Conn. Agencies Regs. §12-426-15, if the permit has not been canceled or revoked by DRS; or
- an organization that is exempt from federal income tax under I.R.C. §501(a) and has been issued a determination letter by the U.S. Treasury Department as an organization described in I.R.C. §501(c)(3) or (13), if the determination letter has not been revoked by the Internal Revenue Service.

A qualifying exempt organization may use this certificate to purchase any tangible personal property for resale at one of five fund-raising or social events of a day's duration during any calendar year. The event must be exempt from tax under Conn. Gen. Stat. §12-412(94). Otherwise, exempt organizations are not allowed to purchase tangible personal property for resale with this certificate.

This certificate may not be used for the purchase of meals or lodging, unless a qualifying exempt organization is purchasing meals for resale at one of five fund-raising or social events per year that is exempt from tax under Conn. Gen. Stat. §12-412(94). (See Special Notice 98(11), *Exemption From Sales and Use Taxes of Sales by Nonprofit Organizations at Fundraising or Social Events*.)

If the purchaser is not a qualifying exempt organization or does not use the property or services purchased exclusively for the purposes for which the organization was established, the purchaser owes use tax on the total purchase price of the property or services.

Statutory Authority: Conn. Gen. Stat. §12-412(8) and (94).

Instructions for the Purchaser: An officer of a qualifying exempt organization must issue and sign this certificate to advise the seller of tangible personal property or taxable services that sales and use taxes do not apply to the purchase. Keep a copy of this certificate, the documents attached, and records that substantiate the information entered on this certificate for at least six years from the date this certificate is issued.

The purchaser must attach to this certificate a copy of the:

- exemption permit issued to the organization by DRS under Conn. Agencies Regs. §12-426-15; or
- determination letter or group exemption letter issued by the Internal Revenue Service which establishes that the organization has been determined to be an exempt organization described in I.R.C. §501(c)(3) or (13).

Note: For purchases made on or after January 1, 1996, a qualifying exempt organization that is covered by a group exemption letter, and that was not issued an exemption permit by DRS under Conn. Agencies Regs. §12-426-15, must attach to this certificate a copy of:

- the group exemption letter issued by the Internal Revenue Service to subordinate organizations (including the qualifying exempt organization) on whose behalf a central organization applied for recognition of exemption;
- the organization's written consent to the central organization to be covered by the group exemption letter; and
- the central organization's written notification to the Internal Revenue Service that the organization consents to be covered by the group exemption letter.

Instructions for the Seller: Acceptance of this certificate, when properly completed, relieves the seller from the burden of proving that the sale and the storage, use or consumption of the tangible personal property or taxable services are not subject to sales and use taxes. This certificate is valid only if taken in good faith from a qualifying exempt organization. The good faith of the seller will be questioned if the seller knows of facts that suggest the purchaser is not a qualifying exempt organization.

Keep this certificate, the documents attached, and bills or invoices to the purchaser for at least six years from the date that the items or services were purchased. The bills, invoices or records covering the purchase made under this certificate must be marked "Exempt Under CERT-119" to indicate that the purchase was exempt.

This certificate may be used for a single exempt purchase, in which case the box marked "Certificate for One Purchase Only" must be checked. This certificate may also be used for a continuing line of exempt purchases, in which case the box marked "Blanket Certificate" must be checked. A Blanket Certificate remains in effect for one year, unless the purchaser revokes it in writing before the expiration of the one year period.

An exempt organization must pay for its exempt purchases by a check drawn on its checking account or by a credit card issued in its name (and not in the name of any of its members or officers). An exempt organization may make a purchase of \$10 or less using cash from the organization's own funds. However, a blanket CERT-119 may not be used for a cash purchase, and a properly completed CERT-119, with the appropriate documents attached, must be issued to the retailer at the time of each cash purchase.

For Further Information: Call Taxpayer Services at 1-800-382-9463 (toll-free within Connecticut) or 860-297-5962 (from anywhere). TTY, TDD, and Text Telephone users only may transmit inquiries 24 hours a day by calling 860-297-4911. Preview and download forms and publications from the DRS Web site: www.drs.state.ct

Name of Purchaser The Masonic Charity Foundation of CT	Address 23 Masonic Ave PO Box 70 Wallingford CT 06492	CT Tax Registration Number (if any)	Exemption Permit # (if any) 06-1435920
Name of Seller	Address	CT Tax Registration Number (if any)	Federal Employer ID #

Check One Box:

- Blanket Certificate
 Certificate for One Purchase Only

Check the Appropriate Box and Provide a Written Description of Each Item Purchased:

- Tangible Personal Property
 Taxable Services

Description:

See Attached Letter

DECLARATION BY PURCHASER

The qualifying exempt organization declares that the tangible personal property or taxable services described above will be used exclusively for the purposes for which the organization was established, including the purchase of tangible personal property or meals for resale at one of five fundraising or social events per year that are exempt from tax. The organization further declares that the exemption permit, determination letter or group exemption letter (as the case may be) attached to this certificate has not been canceled or revoked.

According to Conn. Gen. Stat. §12-412(8) or Conn. Gen. Stat. §12-412(94), the purchase of the item(s) is exempt from sales and use taxes.

I declare under the penalty of false statement that I have examined the information in this certificate and to the best of my knowledge and belief it is true, complete, and correct. (The penalty for false statement is imprisonment not to exceed one year or a fine not to exceed two thousand dollars, or both.)

The Masonic Charity Foundation of CT

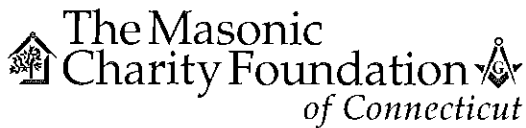
Name of Purchaser

By: Patricia L Morgan Director of Development 2/20/12

Signature of Authorized Person

Title

Date



74 Cheshire Road
P.O. Box 70
Wallingford, CT 06492

Tel: 203-679-5555
Fax: 203-679-5545
Toll-free: 800-562-3952

www.masonicare.org

February 20, 2012

East Hartford Police Department
Bureau of Operations
Outdoor amusement Permits
31 School Street
East Hartford, CT 06108

To Whom It May Concern:

As a 501 (c) (3) organization, The Masonic Charity Foundation of Connecticut requests that any fees associated with acquiring an Outdoor Amusement Permit be waived. Please feel free to contact me with any questions at 203-679-5572.

Sincerely,

A handwritten signature in cursive script that reads "Patricia L. Morgan".

Patricia L. Morgan
Director of Development
The Masonic Charity Foundation of Connecticut

Masonicare
Health Center

Masonicare
at
Ashlar Village

Masonicare
Home Health & Hospice
Masonicare Partners
Home Health & Hospice
Masonicare at Home

Masonicare
at
Newtown

Masonicare
Primary Care Physicians
Masonicare
Behavioral Health

The Masonic
Charity Foundation
of Connecticut

Fire Dept



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: May 19, 2012
Event: 2012 Masonicare Quality of Life Walk
Applicant: The Masonic Charity Foundation of CT by Patricia L. Morgan, its Director of Development.

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

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

William Perez, Assistant Fire Chief March 5, 2012
Signature _____ Date

Comments:

Health Dept



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

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Event: 2012 Masonicare Quality of Life Walk
Applicant: The Masonic Charity Foundation of CT by Patricia L. Morgan, its Director of Development.

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- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

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

Michael O'Connell
Signature

Date

Comments:

Approval of this application is recommended, provided that the applicant contact the Health Department no less than two weeks prior to the event to obtain an appropriate temporary food service permit.



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: May 19, 2012

Event: 2012 Masonicare Quality of Life Walk

Applicant: The Masonic Charity Foundation of CT by Patricia L. Morgan, its Director of Development.

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- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

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

[Handwritten Signature]
Signature

02/21/2012
Date

Comments:

Frank, Carol

From: Bockus, Tim
Sent: Friday, March 02, 2012 12:27 PM
To: Frank, Carol
Subject: RE: 2012 Masonicare Quality of Life Walk

I've reviewed this application and pursuant to Town Ordinance 5.3, I recommend that the application be approved as submitted.

Tim Bockus
Director of Public Works
Town of East Hartford
740 Main Street
East Hartford, CT 06108
Phone (860) 291-7361
Fax (860) 291-7370
TBockus@easthartfordct.gov

-----Original Message-----

From: Frank, Carol
Sent: Tuesday, February 21, 2012 10:47
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: 2012 Masonicare Quality of Life Walk

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Tuesday, March 6, 2012. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

Risk Mngmt

Frank, Carol

From: Bennett, Cindy
Sent: Monday, March 05, 2012 8:40 AM
To: Frank, Carol
Subject: RE: 2012 Masonicare Quality of Life Walk

Masonic charity foundation of CT will need to submit a certificate of ins naming and endorsing the Town of east Hartford on the policy as an additional insured for liabilities associated with the walk-thanks Carol.

-----Original Message-----

From: Frank, Carol
Sent: Monday, March 05, 2012 8:38 AM
To: Bennett, Cindy
Subject: FW: 2012 Masonicare Quality of Life Walk

Cindy-

This is what I sent you and there was no insurance certificate.

-----Original Message-----

From: Frank, Carol
Sent: Tuesday, February 21, 2012 10:47
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: 2012 Masonicare Quality of Life Walk

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Tuesday, March 6, 2012. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Police Department

81 School Street

East Hartford, Connecticut 06108

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

MARK J. SIROIS
CHIEF OF POLICE

March 14, 2012

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

**Re: Outdoor Amusement Permit Application -
"Walk 4 Hearing"**

Dear Chairman Kehoe:

Attached please find the amusement permit application submitted by **Hear Here Hartford of HLAA (Hearing Loss Assn. of America)** by **Terry Bedard**. The applicant seeks to conduct a walk in Great River Park by following a path along the Connecticut River on **Saturday, June 2, 2012** from **8 AM – 12 PM** and **music** from **9 AM – 11 AM**. Packaged foods will be on site.

The applicant respectfully **requests a waiver of the associated permit fee**, under the provisions of (TO) 5-6(c), due to the Town of East Hartford as it is a non profit and tax exempt organization.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, and Public Works Departments. The **Parks & Recreation, Fire, Health, and Public Works Departments** approve the application as submitted.


The **Risk Management Department** will need a Certificate of Insurance in the amount of One (1) Million Dollars general liability and endorsing the Town of East Hartford as an additional insured.

The **Police Department** conducted a review of the application and the following comment/recommendation is made:

- The Police Department can provide adequate police protection for this event. The site is suitable for the proposed amusement, the crowd is of a small to moderate size and the area has sufficient parking available.
- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- In the event that the police manpower required for this event exceeds the Department's normal patrol complement, some overtime hiring may be necessary. The number of officers and

cost of such overtime hiring is yet to be determined. As an event that is not Town sponsored, this expense will have to be borne by the applicant.

Sincerely,


Mark J. Sirois
Chief of Police

Xc:
Applicant

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

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



Mark J. Sirois
Chief of Police

OUTDOOR AMUSEMENT PERMIT APPLICATION

1. Name of Event: *Walk4Hearing*
2. Date(s) of Event: *Saturday, June 2, 2012*
3. Applicant's name, home & work phone numbers, home address, and e-mail address: *Hear Here Hartford*
Terry Bedard (860) 652-2292 (H) tbedard40@aol.com
288 Great Pond Rd. (860) 306-0646 (C)
S. Glastenbury, CT 06073
4. If partnership, corporation, club, or association, list names of all partners or officers and business address:
NonProfit Chapter - Hear Here Hartford of the Hearing Loss Assoc. of America
Board - Mysel, Jim Bedard, Maura McGuire, Kelly O'Connell, Cristi Albano, Diane Nelson, Caitlyn Lamauna, Tareille Hall, Jim Ryan, Heidi Forrest
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park
301 East River Drive
East Hartford, CT
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):
8-12 pm
June 2, 2012
7. Provide a detailed description of the proposed amusement:
ASK walk will commence at the Great River Park and follow a route along the CT River ending at the Great River Park
8. Will Music or Other Entertainment Be Provided Out-Of-Doors?
 Yes No
 - a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)? *9-11 am*
9. What is the expected age group(s) of participants?
Ranges from children to seniors
10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
~ 300-500
11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:
 - a. Crowd Size Impact:
Should be very manageable given our experience from last year

- b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets:
Close to highway - should be minimal impact
- c. Parking Plan On Site & Impact on Surrounding / Supporting Streets:
On street / side streets / parking lot
- d. Noise Impact on Neighborhood:
low - DJ for a short time in the morning
- e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement:
Volunteers will clean up after Walk
- f. List expected general disruption to neighborhood's normal life and activities:
Minimal since the venue is closer to the city rather than residential neighborhoods
- g. Other Expected Influence on Surrounding Neighborhood:
none

12. Provide a Detailed Plan for the Following:

- a. Accessibility of Amusement Site to Emergency, Police, Fire & Medical Personnel and Vehicles:
accessible to park site
- b. Provisions for Notification of Proper Authorities in the Case of an Emergency:
Riverfront rangers will have the ability to contact authorities ASAP
- c. Any Provision for On-Site Emergency Medical Services:
none
- d. Crowd Control Plan:
Team leaders will keep team together - walk as group
- e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition:
Volunteers will clean up
- f. Provision of sanitary facilities:
Riverfront provides portable toilet facilities

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

packaged foods only

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

Department Yes No.

14. Does the Proposed Amusement Involve the Sale and/or Provision of Alcoholic Beverages to Amusement Attendees,

Yes No Alcoholic Beverages will be served / provided.

If 'YES', Describe, In Detail, Any and All Arrangements and What Procedures Shall Be Employed:

a. For Such Sale or Provision,

b. To Ensure That Alcohol Is Not Sold or Provided to Minors or Intoxicated Persons.

Check if Copy of the Liquor Permit, as Required by State Law, is included with application.

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

Request a fee waiver for our nonprofit, 501(c)(3) tax-exempt organization

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

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

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

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



(Applicant Signature)

Terry Bedard

(Printed Name)

2.16.12

(Date Signed)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Time Waiver Request Included:

YES

NO N/A

Fee Waiver Request Included:

YES

NO

Received By: 

Employee Number: 9019

Date & Time Signed: Feb 22 2012 10:17 AM

Time remaining before event: 30+ days.

Fire Dept



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: June 2, 2012

Event: Walk 4 Hearing

Applicant: Hear Here Hartford of HLAA by Terry Bedard

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

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

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

William Perez, Assistant Fire Chief
Signature

March 5, 2012

Date

Comments:



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **June 2, 2012**

Event: **Walk 4 Hearing**

Applicant: **Hear Here Hartford of HLAA by Terry Bedard**

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

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

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

Michael O'Connell
Signature

Michael O'Connell 2/22/12
Date

Comments:



Mark J. Sirois
Chief of Police

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



Marcia A. Leclere
Mayor

Administrative Review of Amusement Permit

Event Date: June 2, 2012

Event: Walk 4 Hearing

Applicant: Hear Here Hartford of HLAA by Terry Bedard

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

- 1. the application be approved as submitted.
- 2. the application be revised, approved subject to the condition(s) set forth in the attached comments.
- 3. the application be disapproved for the reason(s) set forth in the attached comments.

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

Signature _____

Comments:

03/06/2012
Date

Frank, Carol

From: Bockus, Tim
Sent: Tuesday, February 28, 2012 1:22 PM
To: Frank, Carol
Subject: RE: Walk 4 Hearing

I've reviewed this application and pursuant to Town Ordinance 5.3, I recommend that the application be approved as submitted.

Tim Bockus
Director of Public Works
Town of East Hartford
740 Main Street
East Hartford, CT 06108
Phone (860) 291-7361
Fax (860) 291-7370
TBockus@easthartfordct.gov

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, February 22, 2012 10:48
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: Walk 4 Hearing

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Wednesday, March 7, 2012. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

Frank, Carol

From: Gentile, Richard
Sent: Wednesday, February 22, 2012 10:56 AM
To: Frank, Carol; Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: RE: Walk 4 Hearing

We will need to see the insurance Certificate to determine who the proper applicant should be. Its not clear to me that it should be the individual listed.

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, February 22, 2012 10:48
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: Walk 4 Hearing

Good morning all.

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Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Wednesday, March 7, 2012. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631

Fax: 860-291-6290

Risk Mngmt

Frank, Carol

From: Bennett, Cindy
Sent: Thursday, February 23, 2012 8:30 AM
To: Frank, Carol; Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: RE: Walk 4 Hearing

Will need a certificate of insurance-last years was in the name of the Hearing Loss Association of America. 1 Million general liability limit naming and endorsing on the TEH as an additional insured. Thanks

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, February 22, 2012 10:48 AM
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: Walk 4 Hearing

Good morning all.

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If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

Police Department

TELEPHONE
(860) 528-4401

FAX (860) 289-1249

MARK J. SIROIS
CHIEF OF POLICE

81 School Street
East Hartford, Connecticut 06108

March 14, 2012

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

**Re: Outdoor Amusement Permit Application -
"Concert of Praise"**

Dear Chairman Kehoe:

Attached please find the amusement permit application submitted by **The Pentecostals by Shakera Brown, Event Coordinator**. The applicant seeks to conduct a free outdoor music conference for Town residents to be held on the **Town Green, on Sunday, September 16, 2012 from 11 AM to 3 PM with music during the same hours.**

The applicant respectfully requests a **waiver of the associated permit fee**, under the provisions of (TO) 5-6(c), due to the Town of East Hartford as this is a charitable organization.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire, Health, Parks & Recreation, and Public Works Departments. The **Health and Fire Departments** approve the application as submitted.

The **Parks and Recreation Department** comments are attached hereto as Attachment "A".

The **Public Works Department** recommends the application be approved with the following condition:

- A written narrative or sketch shall be submitted for review and approval to the Park Maintenance Division depicting the location of all activities within the park.

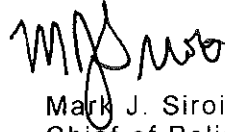
The **Risk Management Department** states the Church will need to submit a certificate of liability insurance for 1 million dollars naming and endorsing the Town as an additional insured.

The **Police Department** conducted a review of the application and the following comment/recommendation is made:

- The Police Department can provide adequate police protection for this event. The site is suitable for the proposed amusement, the crowd is of a small size, and the area has sufficient parking available.

- This event can be conducted with a minimal impact upon the surrounding neighborhoods and a near-normal flow of traffic on the streets adjacent to the site can be maintained.
- In the event the police manpower required for this event exceeds the Department's normal patrol complement, some overtime hiring may be necessary. The number of officers and cost of such overtime hiring is yet to be determined. As an event that is not Town sponsored, this expense will have to be borne by the applicant.

Sincerely,

A handwritten signature in black ink, appearing to read 'MJSirois', written in a cursive style.

Mark J. Sirois
Chief of Police

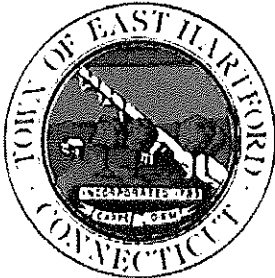
Cc:
Applicant

Attachment "A"
Parks and Recreation Department Review

The Parks and Recreation Department states the application be revised, approved subject to the conditions set forth in the following comments:

1. The time indicated on the application is from 12 noon to 6 p.m. with music to be provided from 2-4 p.m. Clarification is needed as to what will be taking place from 12-2 p.m and 4-6 p.m.
2. There will be a \$200.00 charge to the applicant that must be paid at the time of application to cover the cost of park rangers to operate the electricity on the Town Green and provide supervision for the event.
3. The applicant will be responsible for the clean up and returning the Town Green back to the condition it was prior to the event.
4. The applicant must provide all equipment necessary to operate the event.
5. The applicant must provide a certificate of insurance in the amount of \$1 million comprehensive liability coverage naming the Town of East Hartford specifically as the additional insured.
6. The applicant must complete an informed consent and release form for the event.
7. The applicant must complete a Parks and Recreation Department Facility Use application.
8. The applicant should be aware that the Town Green has only one portable lavatory facility. If that is insufficient for the size of the crowd, the applicant will be responsible for the cost of leasing additional units. Payment and arrangements must be made through the Parks and Recreation Department a minimum of four weeks prior to the event.

TOWN OF EAST HARTFORD POLICE DEPARTMENT



Marcia A. Leclerc
Mayor

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



Mark J. Sirois
Chief of Police

OUTDOOR AMUSEMENT PERMIT APPLICATION

1. Name of Event:
Concert Of Praise
2. Date(s) of Event:
September 16, 2012
3. Applicant's name, home & work phone numbers, home address, and e-mail address:
The Pentecostals; 110 Ellington Rd, East Hartford Ct; 860-528-9834;
info@the-pentecostals.net
4. If partnership, corporation, club, or association, list names of all partners or officers and business address.
Jon Petoskey, Senior Pastor; Madeline Nieves, Secretary; John Cadasse, treasurer.
5. List the location of the proposed amusement: (Name of facility and address)
Town Green
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):
September 16, 2012; 12 noon-6pm
7. Provide a detailed description of the proposed amusement:
Free Outdoor music conference for town residents.
8. Will Music or Other Entertainment Be Provided Out-Of-Doors?
 Yes No
 - a. If 'YES,' during what days and hours will music or entertainment be provided (note: this is different from hours of operation)?
September 16, 2012; 2-4pm
9. What is the expected age group(s) of participants?
All ages.
10. What is the expected attendance at the proposed amusement:
(If more than one performance, indicate time / day / date and anticipated attendance for each.)
100-200
11. Provide a detailed description of the proposed amusement's anticipated impact on the surrounding community. Please comment on each topic below:
 - a. Crowd Size Impact:
100-200

- b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets:
From main st entrance excellent accessibiity for emergncy vehicle and personel.
- c. Parking Plan On Site & Impact on Surrounding / Supporting Streets:
Available free parking at green; anticipate more walking traffic.
- d. Noise Impact on Neighborhood:
Moderate during concert.
- e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement:
We will have staff during and after concert.
- f. List expected general disruption to neighborhood's normal life and activities:
Moderate.
- g. Other Expected Influence on Surrounding Neighborhood:
Minimal.

12. Provide a Detailed Plan for the Following:

- a. Accessibility of Amusement Site to Emergency, Police, Fire & Medical Personnel and Vehicles:
From main street entrance excellent accessibility for emergency vehicle and personnel.
- b. Provisions for Notification of Proper Authorities in the Case of an Emergency:
Will have multiple cellular lines available as well as landlines nearby.
- c. Any Provision for On-Site Emergency Medical Services:
Will have minimally two trained and certified CPR personnel.
- d. Crowd Control Plan:
Will have usher staff to accommodate up to 250.
- e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition:
We will leave the town green better than what we found it.
- f. Provision of sanitary facilities:
Will follow town's recommedation- We will supplement the existing port-a-john with a second

one.

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

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

Department Yes No.

14. Does the Proposed Amusement Involve the Sale and/or Provision of Alcoholic Beverages to Amusement Attendees,

Yes No Alcoholic Beverages will be served / provided.

If 'YES', Describe, In Detail, Any and All Arrangements and What Procedures Shall Be Employed:

a. For Such Sale or Provision,

b. To Ensure That Alcohol Is Not Sold or Provided to Minors or Intoxicated Persons.

Check if Copy of the Liquor Permit, as Required by State Law, is included with application.

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

February 22, 2012

To Whom It May Concern:

In connection with our event, the Concert of Praise, scheduled for September 16, 2012, I respectfully request the permit fee of \$10.00 associated with the issuing of an Outdoor Amusement permit be waived as we are a church.

If you should have any questions, please feel free to contact me at 860-778-1358.

Very truly yours,

Shakera S. Brown,

Event Coordinator

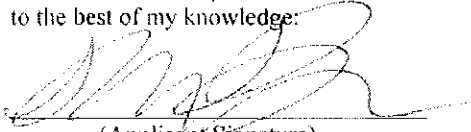
The Pentecostals of East Hartford

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

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

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

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

 Shakeria Brown 02/23/12
(Applicant Signature) (Printed Name) (Date Signed)

(Send application electronically to cfrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Liquor Permit Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Time Waiver Request Included:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <i>N/A</i>
Fee Waiver Request Included:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Received By: 

Employee Number: 9019

Date & Time Signed: Feb. 29, 2012 7:25 AM ~~PM~~

Time remaining before event: 30² days.

FINE



Mark J. Sirois
Chief of Police

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



Marcia A. Leclerc
Mayor

Administrative Review of Amusement Permit

Event Date: **September 16, 2012**

Event: **Concert of Praise**

Applicant: **The Pentecostals by Shakera Brown, Events Coordinator**

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

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

William Perez, Assistant Fire Chief March 5, 2012

Signature

Date

Comments:



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
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- Fire Department
- Health Department
- Parks & Recreation Department
- Public Works Department
- Corporation Counsel

Michael O'Connell
Signature

2/29/12
Date

Comments:



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
POLICE DEPARTMENT
SUPPORT SERVICES BUREAU
Outdoor Amusement Permits
31 School Street
East Hartford, CT 06108
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- Fire Department
- Health Department
- x Parks & Recreation Department
- Public Works Department
- Corporation Counsel

[Handwritten Signature]
Signature

03/01/2012
Date

Comments:

The Parks and Recreation Department has the following concerns regarding this event.

1. The time indicated on the application is from 12 noon to 6 p.m. With music to be provided from 2 - 4 p.m. clarification is needed as to what will be taking place from 12 - 2 p.m. and 4 - 6 p.m.

2. There will be a \$200.00 charge to the applicant that must be paid at the time of application to cover the cost of park rangers to operate the electricity on the Town Green and provide supervision for the event.
3. The applicant will be responsible for clean up and returning the Town Green back to the condition it was prior to the event.
4. The applicant must provide all equipment necessary to operate the event.
5. The applicant must provide a certificate of insurance in the amount of \$1 million comprehensive liability coverage naming the Town of East Hartford specifically as the additional insured.
6. The applicant must complete an informed consent and release form for the event.
7. The applicant must complete a Parks and Recreation Department Facility Use application.
8. The applicant should be aware that the Town Green has only one portable lavatory facility. If that is insufficient for the size of the crowd, the applicant will be responsible for the cost of leasing additional units. Payment and arrangements must be made through the Parks and Recreation Department a minimum of four weeks prior to the event.

Frank, Carol

From: Bockus, Tim
Sent: Friday, March 02, 2012 12:56 PM
To: Frank, Carol
Subject: RE: Concert of Praise

I've reviewed this application and pursuant to Town Ordinance 5.3, I recommend that the application be approved with the following conditions:

1. A written narrative or sketch shall be submitted for review and approval to the Park Maintenance Division depicting the location of all activities within the park.

Tim Bockus
Director of Public Works
Town of East Hartford
740 Main Street
East Hartford, CT 06108
Phone (860) 291-7361
Fax (860) 291-7370
TBockus@easthartfordct.gov

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, February 29, 2012 09:14
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
Subject: Concert of Praise

Good morning all.

Attached please find the Outdoor Amusement Permit Application and your Director's Review and Notice in connection with the above captioned event.

Please note the review is attached to the notice and your review can be sent via an e-mail response, through Outlook or print, sign, and interoffice review, TO MY ATTENTION AT THE POLICE DEPARTMENT by Wednesday, March 14, 2012. Thank you.

If you should have any questions, please feel free to contact me.

Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

Frank, Carol

From: Gentile, Richard
Sent: Wednesday, March 14, 2012 9:32 AM
To: Frank, Carol
Cc: Bockus, Tim; Fravel, Theodore
Subject: RE: Concert of Praise

I have no comments with respect to this event. The Church will need to sign a License Agreement for the use of the Town Green.

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, March 14, 2012 09:30
To: Gentile, Richard
Subject: Concert of Praise

Good morning Mr. Gentile.

I just wanted to remind you that your review for the above captioned event is due today. The information was e-mailed to you on February 29th. I have attached copies of what was originally sent you.

If there is anything further you should require, please let me know. Thank you.

Regards,

Carol

Risk Mngmt

Frank, Carol

From: Bennett, Cindy
Sent: Wednesday, February 29, 2012 9:21 AM
To: Frank, Carol
Subject: RE: Concert of Praise

The church will need to submit a certificate of liability insurance for 1 million dollars naming and endorsing on the town as an additional insured.

-----Original Message-----

From: Frank, Carol
Sent: Wednesday, February 29, 2012 9:14 AM
To: Uhrig, Jim; Bockus, Tim; Cordier, James; Oates, John
Cc: Vibberts, Richard; Bennett, Cindy; Cohen, Bruce; Dimarco, Joe; Gentile, Richard; Horan, Denise; Leclerc, Marcia; McConville, Timothy; Miller, James; O'Connell, Michael; Perez, William; Stokes, Gloria; Thurnauer, Beau
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Regards,

Carol A. Frank
East Hartford Police Dept.
Support Services Bureau
31 School St.
East Hartford, CT 06108

Work: 860-291-7631
Fax: 860-291-6290

Robert J. Posak

OFFICE OF THE
TOWN COUNCIL

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

2012 MAR 28 P 2:30 (860) 291-7208

TOWN CLERK (860) 291-7389
EAST HARTFORD

DATE: March 28, 2012

TO: Town Council Members

FROM: Rich Kehoe, Chair

RE: **Tuesday, April 3, 2012 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:

Tuesday, April 3, 2012

7:00 p.m.

Town Council Majority Office

The purpose of the meeting is to meet in Executive Session to discuss the pending workers' compensation claim of current employee Officer Todd Lentocho.

cc: Mayor Leclerc
Scott Chadwick, Corporation Counsel
Frank Cassetta, Assistant Corporation Counsel

Attenello, Angela

From: Corporation Counsel
Sent: Wednesday, March 28, 2012 8:35 AM
To: Attenello, Angela
Subject: FW: Executive Session

Ann Killian
Administrative Assistant
East Hartford Corporation Counsel's Office 740 Main Street East Hartford, CT 06108 860 291 7215

-----Original Message-----

From: Scott Chadwick [mailto:src@chadwickstone.com]
Sent: Tuesday, March 27, 2012 18:37
To: Corporation Counsel
Subject: Re: Executive Session

Yes. I would ask that the Lentocah matter be placed on the agenda.

Sent from my Verizon Wireless Droid

-----Original message-----

From: CorpCounsel@easthartfordct.gov
To: src@chadwickstone.com
Sent: Tue, Mar 27, 2012 19:53:35 GMT+00:00
Subject: FW: Executive Session

Ann Killian
Administrative Assistant
East Hartford Corporation Counsel's Office
740 Main Street
East Hartford, CT 06108
860 291 7215