

Robert J. Pesch

TOWN COUNCIL AGENDA
TOWN COUNCIL CHAMBERS
740 MAIN STREET
EAST HARTFORD, CONNECTICUT
MARCH 5, 2013

2013 MAR - 1 P 1: 20
TOWN CLERK
EAST HARTFORD

REVISED 03-01-13

=====
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. February 19, 2013 Public Hearing/Ordinance Revisions
 - B. February 19, 2013 Regular Meeting
 - C. February 25, 2013 Budget Workshop/Police & Fire Departments
 - D. February 27, 2013 Budget Workshop/Inspections & Permits Dept. & Board of Education
6. COMMUNICATIONS AND PETITIONS
7. OLD BUSINESS
8. NEW BUSINESS
 - A. Recommendation from Real Estate Acquisition & Disposition Committee re: Temporary Easement at 157 King Street
 - B. North Central Area Agency on Aging: Grocery Delivery Grant
 - C. Refund of Taxes
 - D. Referral to Fees Committee re: Proposed Lease Amendment with Metro PCS – Town's Cell Tower at Veterans Memorial Clubhouse
 - E. Appointment to Historic District Commission: Margaret Byrnes
 - F. Outdoor Amusement Permit Application: Riverfest 2013
9. OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION
10. COUNCIL ACTION ON EXECUTIVE SESSION MATTERS
11. OPPORTUNITY FOR RESIDENTS TO SPEAK
 - A. Other Elected Officials
 - B. Other Residents
 - C. Mayor
12. ADJOURNMENT (next *regular* meeting: March 19, 2013)

Robert J. Prael

2013 FEB 25 A 11: 16

TOWN CLERK
EAST HARTFORD

TOWN COUNCIL CHAMBERS

740 MAIN STREET

EAST HARTFORD, CONNECTICUT

FEBRUARY 19, 2013

PUBLIC HEARING/ORDINANCE REVISIONS

PRESENT 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, and Patricia Harmon

ABSENT Chair Richard F. Kehoe, Councillor Esther B. Clarke

Vice Chair Horan called the public hearing to order at 7:02 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381.

The following is a copy of a legal notice published in the Tuesday, February 12, 2013 edition of the Hartford Courant.

=====

LEGAL NOTICE

Public notice is hereby given that the Town Council of the Town of East Hartford, Connecticut, will hold a public hearing on Tuesday, February 19, 2013 at 7:00 p.m. in the Town Council Chambers, 740 Main Street, East Hartford, Connecticut, regarding proposed revisions to the Town of East Hartford Code of Ordinances as follows:

1. Section 10-7: Use of Request for Qualifications for State and Federal Bidding Procedures
2. Sections 5-1, 5-3, 5-4, & 5-5 and 14-7: Revising the Amusement Permit Process
3. Section 7: Withholding Building Permits on Delinquent Tax Property

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

Angela Attenello
Town Council Clerk

Vice Chair Horan gave a brief explanation of the proposed revisions to the Code of Ordinances.

No one came forward to speak.

Hearing no public comment, Vice Chair Horan closed the public hearing at 7:05 p.m.

Attest *Angela M. Attenello*
Angela M. Attenello
Town Council Clerk

EAST HARTFORD TOWN COUNCIL
TOWN COUNCIL CHAMBERS
FEBRUARY 19, 2013

Richard F. Kehoe

2013 FEB 25 A 11:16

TOWN CLERK
EAST HARTFORD

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, and Patricia Harmon

ABSENT Councillor Esther B. Clarke

CALL TO ORDER

Chair Kehoe called the meeting to order at 7:35 p.m. The Chair announced the exit locations in accordance with Connecticut General Statutes §29-381, after which the Council joined him in the pledge of allegiance.

AMENDMENTS TO THE AGENDA

MOTION By Barbara Rossi
seconded by Eric Thompson
to amend the agenda as follows:

under New Business, delete Item 8. D., 2013 Golf Course Task Force Report and Recommendations.

Motion carried 8/0.

OPPORTUNITY FOR RESIDENTS TO ADDRESS THE COUNCIL ON AGENDA ITEMS

Mayor Leclerc (1) reported that the town was successful in selling \$12,195,000 worth of general obligation bonds; (2) distributed a copy of an article from the Hartford Business Journal regarding Rentschler Field development; (3) will be delivering this year's budget to the Council on Friday; (4) is continuing the review of safety plans in East Hartford schools with Nathan Quesnel, the Superintendent of Schools; (5) thanked the Public Works and Parks & Recreation Departments for their efforts in clearing the streets during Blizzard Charlotte.

APPROVAL OF MINUTES

February 5, 2013 Regular Meeting

MOTION By Barbara Rossi
seconded by Eric Thompson
to approve the minutes of the February 5, 2013 Regular Meeting, as corrected on February 11, 2013.
Motion carried 8/0.

COMMUNICATIONS AND PETITIONS

Pension Valuation and Investment Results Presentations:

Joseph Carlson, Town Treasurer, briefly commented on his role investing the Town's pension fund assets. Mr. Carlson, who is also Chair of the town's Retirement Board, stated that the pension fund has been structured with an allocation of 65% invested in equities and 35% invested in fixed income. Following the advice of the actuary, Mr. Carlson suggested that the town move the Retirement Board's assumed discount rate from 8 ¼ % to 8%. He was followed by: Thomas Dawidowicz, Vice President and Consulting Actuary at The Segal Company, who discussed the calculation of the pension contribution for the upcoming budget. Mr. Dawidowicz stressed the importance of a study to update the various assumptions on which the projected pension costs are based. The study is estimated to cost approximately \$30,000 to \$35,000.

There were three areas of concern that the Town Council brought to Mr. Dawidowicz's attention and asked for clarification: (1) details on the liability increase of \$607,000 and how to avoid this type of increase in the future; it was suggested that the annual increase or decrease be based on a multi-year trend rather than an experience over twelve months; and (2) in reviewing the mortality tables, should the population in such tables more closely match the town employee and retiree characteristics.

Next, John O'Connor, President of 3D Asset Management, Inc., presented the returns on the equity side of the Town's portfolio. Although the returns for the fiscal year ending June 30, 2012 were flat, the market values are up significantly since that time. Anthony Traghese, Principal and Senior Consultant of Fiduciary Investment Advisors addressed the returns on the fixed income side of the Town's portfolio, which have out performed expected returns.

Refunding Bond Sale

Michael Walsh, Finance Director, announced the sale of \$12,230,000 General Obligation bonds. This sale allowed the town to save \$1,000,282 in interest costs without extending the term of the new bonds beyond that of the old bonds. Mr. Walsh also stated that the town's bond rating remains at AA2 as rated by Moody's Investor Service of New York. Additionally, Mr. Walsh indicated that the investor service applies more scrutiny to each transaction – a marked difference from previous sales. He believes this is the result of lessons learned from the 2008-2009 economic downturn.

NEW BUSINESS

Recommendations from Ordinance Committee:

Section 10-7: Use of Request for Qualifications for State and Federal Bidding Procedures

MOTION By Bill Horan
 seconded by Eric Thompson
 to amend the Town of East Hartford Code of Ordinances by repealing
 Section 10-7 and to substitute with the October 9, 2012 draft (see below)
 entitled "Ordinance Authorizing the Use of Request for Qualifications for

State and Federal Bidding Procedures", as was unanimously approved at the January 23, 2013 Ordinance Committee meeting.
Motion carried 8/0.

Ordinance Authorizing the Use of Request for Qualifications and State and Federal Bidding Procedures
(10/9/12)

Section 10-7 of the Code of Ordinances of the Town of East Hartford is repealed and the following is substituted in lieu thereof:

(a) All single purchases and contracts, except for professional services as provided in subsection (c) of this section, in which the amount of expenditure is estimated to be ten thousand dollars or greater, shall be made from or let by sealed bids. All purchases, except for those for professional services and except as provided in subsection (c) of this section of less than ten thousand dollars, but greater than five thousand dollars, shall be substantiated by three written quotations which shall be held as a permanent record for audit and public inspection.

(b) Purchases of professional services estimated to cost ten thousand dollars or more shall be subject to the following requirements:

(1) The Director requiring [the service(s)] professional services shall (A) prepare a request for proposals defining the specific services to be delivered by the professional, requiring those responding to set out their professional qualifications, experience and ability to deliver such services, as well as the fee to be charged and containing such other information as may be required by the Director, or (B) prepare a request for qualifications containing a list of services to be provided, requiring those responding to set out their professional qualifications, experience and ability to deliver such services as well as the rates to be charged for each service and containing such other information as may be required by the Director;

(2) The Director shall appoint a committee of three persons, each of whom shall be qualified to judge such proposals by having knowledge, expertise and background in the field or subject matter addressed in the proposals. The committee shall review and evaluate such proposals and may, on behalf of the Town, negotiate specific terms, rates and prices with any person who submits a proposal;

(3) The Committee shall, after reviewing such proposals, submit its report and recommendations to the Mayor and the Director along with copies of the proposals. The Mayor may accept the committee's recommendation, select one of the other proposals, or reject all proposals. If the Mayor selects one of the other proposals or rejects all proposals, he shall document his reason for doing so in writing;

(4) Notices for requests for proposals shall be published in accordance with Section 10-8(a)(1) of The Code of Ordinances.

(c) The Town Council may waive the requirements of subsection (a) or this section whenever it deems that such waiver is in the best interests of the Town.

(d) The provisions of subsections (a) and (b) of this section and section 10-8 and section 10-9 of the town ordinances do not apply if a single purchase or contract in excess of ten thousand dollars is made or let based on a bid, either through a competitive bidding process or reverse auction process, received by (1) a federal or state government, (2) a regional governmental entity, including but not limited to the Capitol Region Council of Governments; (3) a purchasing consortium of state governments, including but not limited to the Western States Contracting Alliance; or (4) the Connecticut Conference of Municipalities, when such government, governmental entity or purchasing consortium has received such bid through a sealed competitive bidding process and the bidder agrees to offer such goods or professional services at that bid to municipal governments in Connecticut.

(e) The provisions of subsections (a) and (b) of this section and section 10-8 and section 10-9 of the town ordinances do not apply if a single purchase or contract in excess of ten thousand dollars is made or let in connection with a project funding in whole or in part by state or federal funds and (1) the town is required, as a condition of receipt of such funds, to follow state or federal bidding procedures and (2) the Purchasing Agent certifies that such federal or state bidding procedures have been followed.

Sections 5-1, 5-3, 5-4, 5-5 and 14-7: Revising the Amusement Permit Process

MOTION By Bill Horan
seconded by Barbara Rossi

to amend the Town of East Hartford Code of Ordinances by repealing Sections 5-1, 5-3, 5-4, 5-5 and 14-7 and substitute with the January 23, 2013 draft (see below) entitled "Proposed Ordinance Revising the Amusement Permit Process", as was unanimously approved at the January 23, 2013 Ordinance committee meeting.
Motion carried 8/0.

Proposed Ordinance Revising the Amusement Permit Process

(01-23-13 draft)

Section 1. Section 5-1 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

No person shall conduct an outdoor amusement event where alcoholic beverages are served without first obtaining a permit from the Chief of Police pursuant to section 5-3 of the town ordinances.

[Notwithstanding the provisions of subsection (a), no person shall conduct a parade, fireworks display, airshow, outdoor carnival, ordeal, circus, tent show or an outdoor amusement event where (1) there is a musical performance and more than one hundred people are anticipated to attend, or (2) where roads or sidewalks in the town, or portions thereof, are closed to public use, without first obtaining a permit from the Town Council pursuant to section 5-4 of the town ordinances] No person shall conduct an outdoor amusement event or an event where roads or sidewalks in the town are closed to public use without first obtaining a permit pursuant to section 5-3 and section 5-4 of the town ordinances.

No person shall conduct an outdoor amusement event on town property or conduct an outdoor amusement event sponsored or co-sponsored by the Town of East Hartford without (i) obtaining a permit from the Chief of Police with approval of the Town Council pursuant to Section 5-4 of the town ordinances; (ii) executing a contract delineating the responsibilities of the town and such persons, in a form acceptable to the Corporation Counsel's office; and (iii) obtaining a certificate of insurance consistent with the requirements of section 5-5

As used in this section, "outdoor amusement event" means [a]

- (1) Parade
- (2) Road race
- (3) Fireworks display
- (4) Airshow
- (5) Outdoor carnival
- (6) Rodeo
- (7) Circus
- (8) Tent show
- (9) planned gathering of people that is open to the public, or members of an organization whether or not there is an admission fee, where there is entertainment, such as music or a theatrical performance, and the event is held, wholly or in part, outdoors provided it shall not include any family life event celebration where attendees must be invited, such as weddings, birthdays, bachelor parties or anniversaries.

Section 2. Section 5-3 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

(a) Upon receipt of the application, the Chief of Police shall forward a copy of said application to the directors of the following Town departments: Fire, Health, Public Works, [and] Parks and Recreation, the Office of the Corporation Counsel and Finance.

(b) The Chief of Police and the Directors of Fire, Health, Public Works [and] Parks and Recreation Departments, the Office of the Corporation Counsel and Finance shall review the application. Within two weeks of

the date the application was filed, each Director shall provide to the Chief of Police written comments pertaining to the impact the proposed amusement would have on the areas under such department's purview and any recommended changes in the planned operations. The comments from the Fire Department shall also include a statement as to whether the Town can provide adequate fire protection for the proposed amusement.

(c) In reviewing the application, the Chief of Police and the Directors of Fire, Health, Public Works and Parks and Recreation Departments shall consider, but not be limited to, the following: the type of amusement proposed; the suitability of the site for the amusement proposed; access to amusement site by emergency vehicles; the provision for notification of proper authorities in the event of an emergency; public safety; the anticipated crowd size; crowd control; traffic; parking; noise; litter control, including, but not limited to, sufficiency of proposed trash receptacles, dumpster space, and general clean-up during and immediately following amusement; sufficiency of sanitary facilities; compliance with the requirements of the State Public Health Code, other state laws and regulations, and local laws and regulations; and the general impact on the surrounding community and town as a whole.

(d) If the application is submitted pursuant to subsection (a) of section 5-1 of the town ordinances, the Chief of Police may approve such application if the amusement can be conducted in a safe manner consistent with the public safety and public welfare of the town and subject to such conditions as the Chief of Police deems necessary.

(e) If the application is submitted pursuant to subsection (b) of section 5-1 of the town ordinances, within one week of receipt of written comments from the Directors, the Chief of Police shall forward those comments to the Town Council. The Chief of Police shall also forward to the Town Council written comments pertaining to the impact the proposed amusement would have on the areas under the purview of the Police Department and any recommended changes in the planned operations, as well as a statement as to whether the Police Department can supply adequate police protection. If the activity involves an application to utilize Town Property as set forth in subsection (b)(2) of section 5-1, the Chief of Police shall also forward to the Town Council a copy of the contract and certificate of insurance [agreement referenced in subsection (b)(2) of 5-1 which agreement shall be executed by applicant].

Section 3. Section 5-4 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

(a) In addition to any other notice required by law, any person who submits an application pursuant to subsection (b) of section 5-1 to conduct a fireworks display, airshow, outdoor carnival, rodeo, circus or tent show shall post a sign on the property where such activity will be conducted which shall be clearly visible from the street for a period of at least ten consecutive days before the Town Council meeting at which the application will be considered. The sign shall state that an application is pending before the Town Council. The applicant shall provide to the Town Council at the Town Council meeting a signed affidavit attesting that the applicant has complied with the sign-posting requirement of this section. The sign, which is available at the office of the Town Planner, shall not be removed until the completion of the Town Council meeting, and must be returned to the office of the Town Planner within seven business days following the Town Council meeting.

(b) After submission of comments by the Chief of Police and the posting of a notice pursuant to subsection (a) of this section, if applicable, the Town Council may vote to approve or disapprove an application submitted pursuant to subsection (b) of section 5-1. In the discretion of the Town Council, approval of the application may be made on certain conditions in order to address public safety, health or welfare concerns presented in the written comments of the Chief of Police or other Directors.

(c) If the application is approved by a majority vote of the Town Council, the Clerk of the Town Council shall forward written approval, including any conditions of such approval, to the Chief of Police. The Chief of Police shall thereafter issue a permit to the applicant for the proposed amusement. Such permit shall clearly state the nature of the amusement, the approved location, date(s), hours of operation and any conditions of approval imposed by the Town Council.

(d) Approval of the application does not relieve the applicant of the obligation to pursue any other permits or licenses that may be required by the State or Town.

(f) If the application is not approved by a majority vote of the Town Council, the Clerk of the Town

Council shall notify the applicant in writing of the denial of the application.

Section 4. Section 5-5 of the East Hartford Code of Ordinances is repealed and the following is substituted in lieu thereof:

[(a) In addition to the application requirements set forth in subsection (1) of Section 5-2, the applicant for a permit to conduct an outdoor amusement event where alcoholic beverages are served shall provide a Certificate of Insurance indicating that the applicant has obtained a Liquor Liability policy in the limit and with such coverages as may be set by the Finance Director in consultation with the Risk Manager. The insurance policy shall be endorsed to add the Town as an additional insured on all such policies.]

(a) In addition to the application requirements set forth in subsection (b) of Section 5-2, the applicant for a permit to sponsor, produce or conduct an [parade, road race, fireworks display, airshow, outdoor carnival, rodeo, circus or tent show] outdoor amusement event shall provide a Certificate of Insurance indicating that the applicant has obtained a Comprehensive General Liability (CGL) insurance policy and, if required, a liquor liability policy in the limit as set by the Finance Director in consultation with the Risk Manager, to cover any injury to persons or damage to property resulting from such [parade, road race, fireworks display, airshow, outdoor carnival, rodeo, circus or tent show] outdoor amusement event. Notwithstanding any other provisions of this Article, no permit to sponsor, produce or conduct an [parade, road race, fireworks display, airshow, outdoor carnival, rodeo, circus or tent show] outdoor amusement event shall be issued unless the Town's Finance Director or his representative has reviewed and approved such Certificate. The insurance policy shall be endorsed to add the Town as an additional insured. In addition, no permit to conduct an outdoor amusement event sponsored or co-sponsored in whole or in part by the Town of East Hartford where alcoholic beverages are served shall be granted without the express consent of the Mayor after the purchase by the Town of a Liquor Liability policy in the limits set by the Finance Director in consultation with the Risk Manager.

(b) Notwithstanding any other provisions of this Article, the Town Council shall not approve application for any permits under 5-1 hereof without written [to sponsor, produce or conduct a parade, fireworks display, airshow, outdoor carnival, rodeo, circus or tent show in the absence of written] notification from the Town's Finance Director or his or her representative that the Certificates of Insurance required by subsection (a) [and (b)] of this section [has] have been reviewed and found acceptable.

Sec. 14-7. Permit Subject to Rules; Liability of Permittee.

(a) All permits issued by the Director of Parks and Recreation shall be subject to the park rules and regulations and Town ordinances.

(b) The [Director] Chief of Police, after consultation with the Mayor may, by permit, authorize the sale or dispensing of alcoholic beverages within a designated area of a town park or recreational facility, provided (1) such sale or dispensing is in conjunction with an event; (2) the permittee has obtained a liquor permit for such sale from the state of Connecticut; [and] (3) the permittee maintains liquor liability insurance as required by the Director of Finance in consultation with the Risk Manager; (4) the Chief of Police determines that the event can be conducted in a safe manner consistent with the public safety and public welfare of the Town. The provisions of this subsection shall not apply to any outdoor amusement event permitted pursuant to Section 5-3 of the town ordinances.

(c) The permittee shall be liable for any loss, damage, or injury sustained by any person by reason of the negligence of the permittee or his agents or employees, as well as for any breach of Town rules, regulations and ordinances, and the permittee shall be liable to the town in case the Town becomes liable to the person injured.
(effective 04-15-08)

Section 7-8 a.: Withholding Building Permits on Delinquent Tax Property

MOTION By Bill Horan
seconded by Barbara Rossi

to amend the Town of East Hartford Code of Ordinances by adding a new Section 7-8 a., consistent with the January 23, 2013 draft (see below) entitled "Ordinance Authorizing the Town to Withhold Building Permits on Delinquent Tax Property", as was unanimously approved at the January 23, 2013 Ordinance Committee meeting.
Motion carried 8/0.

**Ordinance Authorizing the Town to Withhold Building Permits on Delinquent Tax Property
(01-23-13)**

The Code of Ordinances of the Town of East Hartford is amended by adding a new section 7-8 a. as follows:

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

Outdoor Amusement Applications:

26th Annual Memorial Mile

MOTION By Ram Aberasturia
 seconded by Barbara Rossi
 to approve the outdoor amusement permit application submitted by Ted Fravel, Director of the East Hartford Parks and Recreation Department and the East Hartford Board of Education Physical Education Department to conduct the 26th Annual Memorial Mile Road Race on Monday May 27, 2013, from approximately 10:20AM to completion, with race registration from 8AM to 9AM at the VFW Post #2081. The race will start at the intersection Burnside Avenue and Scotland Road and finish 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 8/0.

29th Annual Riverfest 5K Road Race

MOTION By Marc Weinberg
 seconded by Barbara Rossi
 to approve the outdoor amusement permit application entitled "29th Annual Riverfest 5K Road Race", submitted by Ted Fravel, Director of the East Hartford Parks & Recreation Department, to hold a 5K

run, in conjunction with the July River Fest, beginning and ending at Goodwin Park in East Hartford on Saturday, July 6, 2013 from 6AM to 11AM, subject to subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 8/0.

17th Annual Sounds of Summer Concert Series

MOTION By Linda Russo
 seconded by Barbara Rossi
 to **approve** the outdoor amusement permit application, entitled "17th Annual Sounds of Summer Concert Series" submitted by Ted Fravel, Director of the East Hartford Parks and Recreation Department to conduct regularly scheduled outdoor concerts on the East Hartford Town Green, located on Main Street, from 6:00PM to 8:00PM on the following Thursdays in 2013:

July 11, 18 & 25
August 1, 8, 15, 22 & 29

subject to compliance with adopted codes and regulations of the State of Connecticut, the Town of East Hartford, and any other stipulations required by the Town of East Hartford or its agencies.
Motion carried 8/0.

Concert of Praise

MOTION By Eric Thompson
 seconded by Pat Harmon
 to **approve** the outdoor amusement permit application entitled, "Concert of Praise", submitted by Shakera Brown, Event Coordinator for The Pentecostals, to conduct a free outdoor music conference for town residents to be held on the East Hartford Town Green, located on Main Street, on Sunday, September 15, 2013 from 10AM to 3PM, with music from 12PM (Noon) to 2PM, 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, and to **waive** the associated permit fee under the provisions of Town Ordinance 5-6 (c) as this is a charitable organization.
Motion carried 8/0.

Refund of Taxes

MOTION By Marc Weinberg
 seconded by Eric Thompson
 to **refund** taxes in the amount of \$11,834.37

pursuant to Section 12-129 of the Connecticut General Statutes.
Motion carried 8/0.

Bill	Name	Prop Loc/Vehicle Info.	Int	Over Paid
2011-03-0050568	ALBERT NEAL L	1999//4T3ZF13C3XU123511		\$ (29.14)
2011-04-0080173	ALEXANDER REGINA	2001//2HKRL18691H513586		\$ (64.82)
2011-03-0050777	ALLARD JENNIFER R	1994//JH4DC4453RS046301		\$ (7.79)
2010-03-0052482	BARRETT KAREN J	1996//1FALP52U1TG231151		\$ (51.63)
2011-03-0052438	BARRETT KAREN JANE	1997//1J4GZ78Y3VC608618		\$ (64.18)
2011-03-0056359	CHARIWALA NOORMOHMED	1993//YV1LS5508P2080752		\$ (21.52)
2011-03-0057501	CONROY CRABBE L	2004//1D4HB38N54F190852		\$ (46.69)
2011-03-0057603	COOPER BRUCE H	1997//1GNDX06E9VD176875		\$ (73.39)
2011-01-0011653	FIRST AMERICAN MORTGAGE SERVICES	144 LANGFORD LN		\$ (4,098.86)
2010-03-0065163	GUERETTE EDWIN F OR ESTHER	2007//1G4HP57237U139007		\$ (51.64)
2011-03-0065259	GUERETTE EDWIN F OR ESTHER	2007//1G4HP57237U139007		\$ (64.18)
2011-03-0065360	GUTIERREZ LICET	1995//3G1JC5248SS887425		\$ (58.53)
2011-04-0083267	GUZMAN ZENAIDA	2003//WBAEV33443KL83843		\$ (53.01)
2011-03-0069019	KERR ROBERT T	1992//1GCDC14KXNZ133006		\$ (39.62)
2011-03-0070287	LAURETTI AMY K OR CARL	2010//5J8TB1H52AA003508	\$(22.28)	\$ (495.08)
2011-04-0084682	MAJKOWSKI DORCAS	2000//1G4CW54K7Y4290354		\$ (105.05)
2011-04-0085917	PARLIN LORRAINE I JNT	1999//YS3ED48E1X3003900		\$ (25.98)
2011-03-0079290	QUATTROPANI MARK	1995//1FTEX15Y6SKB43760		\$ (114.76)
2011-03-0089834	RIVERA ERIN D	2001//3N1CB51D21L452870		\$ (64.18)
2010-03-0084044	SILVESTRE MARCIANO	1996//1G1JC5246T7157318		\$ (5.13)
2011-03-0083687	SILVESTRE MARCIANO	1988//KMHLF32J7JU294523		\$ (23.15)
2011-01-0001658	TAVANO MCCUIN LLC	50 ROWLAND DR		\$ (2,255.25)
2011-01-0014715	TYLER CRAIG E & JANE E	172 LANGFORD LN		\$ (3,998.51)
		SUBTOTAL	\$(22.28)	\$ (11,812.09)
		TOTAL		\$ (11,834.37)

OPPORTUNITY FOR COUNCILLORS TO DIRECT QUESTIONS TO THE ADMINISTRATION

Barbara Rossi praised the efforts of the employees of the Public Works and Parks & Recreation Departments for a job well-done during Blizzard Charlotte clearing the town's roads.

OPPORTUNITY FOR RESIDENTS TO SPEAK

Mayor Leclerc responded to Councillor Clarke's question from the February 5th Town Council meeting regarding the installation of a No Right on Red sign at the intersection of Main and Brewer Streets. Denise Horan, Town Engineer, has asked the State of Connecticut Department of Transportation for the installation of such a sign on the northbound lane of Main Street at the corner of Brewer Street.

ADJOURNMENT

MOTION By Eric Thompson
 seconded by Bill Horan
 to adjourn (9:55 p.m.).
 Motion carried 8/0.

The Chair announced that the next regular meeting of the Town Council would be on March 5, 2013. The Chair also indicated that the budget workshops will start next week.

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

Richard F. Kehoe

2013 FEB 28 A 9:31

TOWN COUNCIL CHAMBERS
EAST HARTFORD, CONNECTICUT

TOWN CLERK
EAST HARTFORD

FEBRUARY 25, 2013

BUDGET WORKSHOP/POLICE and FIRE DEPARTMENTS

PRESENT Chair Richard F. Kehoe (left 7:00 p.m.), 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 Esther B. Clarke

ALSO Mayor Marcia A. Leclerc and Finance Director Michael P. Walsh
PRESENT Fire Chief John Oates
Assistant Fire Chiefs William Perez and Matthew McCarthy
Chief of Police Mark Sirois
Deputy Chief of Police Richard Vibberts

CALL TO ORDER

Chair Kehoe called the meeting to order at 6:35 p.m. He provided an overview of the Council's review of the Mayor's proposed budget culminating in a projected adoption of the budget on March 12, 2013. He announced the exit locations in accordance with Connecticut General Statutes §29-381 after which he led the Town Council in the Pledge of Allegiance. Mayor Leclerc addressed the Council on her recommended budget for the Police and Fire Departments, as well as the budget in general.

The Council reviewed the following departments' 2013-2014 budgets:

Fire Department: (6:50 p.m.)

Fire Chief Oates presented an overview of his department's budget and answered questions from the Councillors.

Police Department: (8:00 p.m.)

Chief of Police Mark Sirois presented an overview of his department's budget and answered questions from the Councillors.

MOTION By Eric Thompson
seconded by Ram Aberasturia
to adjourn (8:51 p.m.).
Motion carried 8/0.

Attest


William P. Horan, Jr.
Town Council Vice Chair

Robert J. Rossi

2013 FEB 28 A 11: 26

TOWN COUNCIL CHAMBER
EAST HARTFORD, CONNECTICUT

TOWN CLERK
EAST HARTFORD

FEBRUARY 27, 2013

BUDGET WORKSHOP/ INSPECTIONS & PERMITS, BOARD OF EDUCATION

PRESENT 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 Esther B. Clarke

ABSENT Chair Richard F. Kehoe

ALSO Nathan Quesnel, Superintendent of Schools
PRESENT Debbie Kaprove, Assistant Superintendent of Schools
Paul Mainuli, Director of Business Services
Joanne Zatarain, CPA, Business Services
Al Costa, Director of Facilities
Sharon Bremner, Director of Pupil Personnel Services
Christopher Wethje, Human Resources, East Hartford Public Schools
Jeffrey Currey, Chair, Board of Education
Christopher Gentile, Member, Board of Education
Gregg Grew, Director, Inspections & Permits Department

CALL TO ORDER

Vice Chair Horan called the meeting to order at 6:30 p.m. He announced the exit locations in accordance with Connecticut General Statutes §29-381, after which he led the Town Council in the Pledge of Allegiance.

Mayor Leclerc made opening comments relevant to the Inspections & Permits Department.

Gregg Grew, Director, Inspections & Permits Department, presented his proposed budget for fiscal year 2013-2014.

Chair of the East Hartford Board of Education Jeff Currey, reviewed the Board's proposed 2013-2014 fiscal year budget with the Town Council.

Superintendent of Schools Nathan Quesnel (6:56 p.m.) provided an overview of the East Hartford Board of Education.

Director of Business Services Paul Mainuli presented an overview of the Board of Education's proposed budget for the fiscal year 2013-2014.

MOTION By Eric Thompson
seconded by Barbara Rossi
to adjourn (8:00 p.m.).
Motion carried 8/0.

Attest *William P. Horan, Jr.*
William P. Horan, Jr.
Town Council Vice Chair *AA*

Robert J. Bock

2013 FEB 21 P 3:01

TOWN COUNCIL MAJORITY OFFICE

REAL ESTATE ACQUISITION AND DISPOSITION COMMITTEE

TOWN CLERK
EAST HARTFORD

FEBRUARY 19, 2013

PRESENT Linda Russo, Chair; Councillors William P. Horan, Jr. and Eric Thompson

ALSO Marcia Leclerc, Mayor

PRESENT Rich Gentile, Assistant Corporation Counsel
Tim Bockus, Public Works Director
Ram Aberasturia, Councillor

CALL TO ORDER

Chair Russo called the meeting to order at 6:04 p.m.

APPROVAL OF MINUTES

November 27, 2012 Meeting Minutes

MOTION By Eric Thompson
seconded by Bill Horan
to approve the minutes of the November 27, 2012 Real Estate Acquisition
& Disposition Committee meeting.
Motion carried 3/0.

OPPORTUNITY FOR RESIDENTS TO SPEAK

None


NEW BUSINESS

157 King Street – Removal of Retaining Wall

Assistant Corporation Counsel Rich Gentile initiated a general discussion of the issue of the retaining wall at 157 King Street. Public Works Director Tim Bockus discussed the town's plans to remove the existing concrete retaining wall and to grade the land. The proposed easement would enable the town to complete this project.

MOTION By Bill Horan
seconded by Eric Thompson
to recommend that the Town Council approve the temporary
easement at 157 King Street.
Motion carried 3/0.

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: February 22, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: RESOLUTION: Grocery Delivery Grant (NCAAA)

Please place on the Town Council agenda for the March 5, 2013 meeting. The attached resolution from The North Central Area Agency on Aging (NCAAA) which grants federal dollars to programs benefiting the older adult population. This grant is to provide funding for delivery cost of groceries to homebound residents.

This grant will not exceed \$3,000.00 and the program year begins on October 1, 2013.

Thank you.

C: T. Fravel- Director Park & Recreation
C. Fravel- Grants

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 5th day of March, 2013.

RESOLUTION

That Marcia A. Leclerc, Mayor of the Town of East Hartford, is authorized and directed to file an application on forms prescribed by the North Central Area Agency on Aging, Inc. for financial assistance in an amount not to exceed \$3,000 and upon approval of said request to enter into and execute a funding agreement and any amendments as may be required with the North Central Area Agency on Aging, Inc. for the purposes of administering a grocery delivery to elderly residents program.

Signed: _____
Angela M. Attenello, Council Clerk

Date: _____

seal

TO: Mayor Marcia A. Leclerc

FROM: Clare Fravel, Grants Administrator *CF*
Michelle Pantaleo, Senior Services Coordinator

SUBJ: Referral to Council – Authorizing Resolution
Grocery Delivery Grant (NCAAA)

DATE: February 22, 2013

The North Central Area Agency on Aging (NCAAA) is a regional agency which grants federal dollars to programs benefiting the older adult population. They have granted East Hartford various amounts for many senior citizen programs since 1992. This year we intend to apply for \$3,000 to continue funding the Grocery Delivery Program. The grant application deadline is March 15, 2013 for the program year which begins on October 1, 2013.

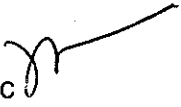
The Grocery Delivery Program has operated for the past nine years by providing homebound residents with grocery delivery service. Seniors pay for their groceries, and the grant funding pays for the cost of the delivery. Approximately 570 deliveries will be provided to East Hartford seniors if the full amount of our request is approved. Matching funds will be supported by Town of East Hartford Grocery Assistance account (\$4923).

The attached Resolution will authorize you as Mayor to make application and execute all documents associated with this grant. We are requesting that this item be placed on the Town Council agenda for their meeting to be held March 5, 2013.

Attachment: resolution

Cc: Ted Fravel, Director of Parks & Recreation

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: February 21, 2013
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 \$3,429.02 as detailed in the attached listing from our Collector of Revenue.

Please place this item on the Town Council agenda for March 5, 2013 meeting.

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

INTEROFFICE MEMORANDUM

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

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


SUBJECT: REFUND OF TAXES

DATE: 2/20/2013

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 \$3,429.02 See attached list.

Bill	Name	Address	Prop Loc/Vehicle Info.	Over Paid
2010-03-0064172	ALLY FINANCIAL/LOUISVILLE PPC LOUISVILLE PPC	PO BOX 9001951 LOUISVILLE KY 40290 1951	2007//1GNFK13027R296545	\$ (701.14)
2011-03-0051644	ARSENAULT JON E	10 TANGLEWOOD DR CANTON CT 06019	2010//JTJBK1BA6A2403255	\$ (619.39)
2011-03-0053121	BERTE ERIC A	97 COLLIMORE RD E HARTFORD CT 06108 1007	1995//1FTEX14H2SKC14292	\$ (57.90)
2011-03-0055422	CAPLETTE ELIODORE P OR CAPLETTE DONNA L	12 CANTERBURY ST E HARTFORD CT 06118 2606	2010//3FAHP0HA5AR355216	\$ (19.09)
2011-04-0082858	GARCIA BERENICE	26 MOORE AVE 1ST/FLR E HARTFORD CT 06108 2549	1995//JA3AJ46G4SZ010573	\$ (11.73)
2011-03-0078968	POWELL CHRISTIN D	37 MOORE AVE E HARTFORD CT 06108 2550	1995//1MELM5045SG627562	\$ (53.36)
2011-03-0082048	RYDER TRUCK RENTAL INC	99 MURPHY RD HARTFORD CT 06114 2104	2005//1NKDXUEX85J073241	\$ (1,341.90)
2011-03-0082071	RYDER TRUCK RENTAL LT	99 MURPHY RD HARTFORD CT 06114 2104	2006//1FVACWDC76HW31989	\$ (483.32)
2011-03-0084542	ST ELIZABETH MANOR INC	41 APPLGATE LA E HARTFORD CT 06118 1207	2009//JN8AS58V99W192044	\$ (97.68)
2011-03-0087619	VERGARA MONICA G OR	24 FLORENCE ST W HARTFORD CT 06110	2011//3N1AB6AP2BL730398	\$ (43.51)
TOTAL				\$ (3,429.02)

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: February 26, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: REFERRAL: Fees Committee-Metro PCS Upgrade at VMC

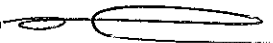
Attached is a memo from our Corporation Counsel to refer to the Fees Committee the proposed lease amendment with Metro PCS for the use of the Town's cell tower at the Veterans Memorial Club House.

Please place on the Town Council agenda of March 5, 2013 meeting and a referral to the Fees Committee.

Thank you

C: M. Walsh, Director Finance Dept.
T. Bockus, Director Public Works
R. Gentile, Corporation Counsel

OFFICE OF CORPORATION COUNSEL

Date : February 25, 2013
To : Mayor Leclerc
From : Richard Gentile, 
Re : Metro PCS Upgrade at VMC

Metro PCS, successor in interest to Youghiongheny Communications, has asked to amend its August 2009 lease with the Town of East Hartford for the use of the Town's cell tower at the Veterans Memorial Clubhouse. Metro PCS proposes leasing an additional 9' X 10' area to allow for additional equipment cabinet space. The proposed lease area is shown on the attached plans. The proposed rent is \$100 per month. This \$100 rent will escalate consistent with the rent escalation clauses currently set forth in the lease.

I would ask that this proposed lease amendment be sent to the Council for referral to the Fees Committee.

DRAFT
AMENDMENT NO. 1

This First Amendment to the Lease Agreement (the "Amendment") is made this ____ day of _____, 2013, by and between the Town of East Hartford ("Licensor") and MetroPCS Massachusetts, LLC, a Delaware limited liability company, as successor in interest to Youghioghny Communications Northeast, LLC ("Lessee").

WITNESSETH

WHEREAS, Owner and Lessee's predecessor entered into a Lease Agreement on August 7, 2009 (the "Agreement") for the placement ground equipment for a wireless communications facility within Lessor's Real Property located at: 100 Sunset Ridge Drive, East Hartford, CT

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided for herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1) Whereas, Lessee will be increasing the dimensions of the Premises in order to accommodate additional cabinet(s) and related equipment within a 9' x 10' area, as noted in the site plan attached hereto as Schedule I (the "Cabinet Expansion"). Any reference in the Agreement to Lessee's Premises shall be amended and revised to include the Cabinet Expansion area.

2) In consideration of the Cabinet Expansion, effective on the date that Lessee commences construction or placement of its cabinet(s) and related equipment within the Premises and payable with the next Rent payment due under the Agreement, current Rent will increase by One Hundred and 00/100 Dollars (\$100) per month ("Revised Rent"). The Revised Rent shall escalate in accordance with the terms of the Agreement and shall be considered as "Rent". Lessee shall promptly deliver written notice to the Lessor of the date that Lessee commences construction or placement of its cabinet(s) and related equipment within the Cabinet Expansion area.

3) This Amendment may be executed in counterparts, each of which shall be deemed an original document, but all of which will constitute a single document.

4) This Amendment shall not be binding on or constitute evidence of a contract between the parties hereto until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party of this Amendment.

5) Except as specifically amended herein, the remaining terms of the Agreement shall remain unmodified, binding upon Lessor and Lessee and remain in full force and effect.

6) No future amendment or modification to the Agreement shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed the amendment or modification.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on this day of _____, 2013.

Site No: HFC0610
Site Name: 100 Sunset Ridge

DRAFT

LICENSOR: Town of East Hartford

LESSEE:
MetroPCS Massachusetts, LLC, a
Delaware limited liability company

By: _____

By: Bruce Martin

Title: _____

Title: VP and General Manager

Date: _____

Date: _____

Site No: HFC0610
Site Name: 100 Sunset Ridge

DRAFT

Schedule I

Cabinet Expansion

Current Lease

SITE LICENSE AGREEMENT

THIS SITE LICENSE AGREEMENT (hereinafter "this License") is made binding this ^{7th} day of Aug, 2009 (hereinafter "Effective Date"), by and between The Town of East Hartford, 740 Main St., East Hartford, CT 06108, (hereinafter "Licensor") and YOUGHIOGENY COMMUNICATIONS - NORTHEAST, LLC d/b/a Pocket Communications, a Delaware limited liability company (hereinafter "Tenant"). Licensor and Tenant shall be collectively referred to herein as the "the Parties".

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. Description of Licensed Premises; Grant of License. Licensor is the owner or authorized licensor of real property, with said real property being described in Exhibit A, attached hereto and incorporated herein (hereinafter "Property"), and the tower located thereon (the "Tower") and hereby grants to Tenant a nonexclusive license to use certain ground space and such other space for the mounting of antennas on the Tower as is more specifically described in Exhibit B, attached hereto and incorporated herein (hereinafter "Premises"), together with non-exclusive rights of ingress, egress (over the Property, as may exist from time to time, which rights of ingress and egress lead to a public road,) and access to, in Tenant's reasonable discretion and subject to the terms of paragraph 16 (b) hereof,, the existing source of electrical and telephone facilities. Nothing herein shall be deemed to require Licensor to: relocate, upgrade or otherwise improve existing utilities; or to provide Tenant with access to utilities other than those currently serving the Property. The Premises will be used by Tenant for the purpose of installing, removing, replacing, maintaining, modifying and operating, at its expense, a communications facility, related antennas, equipment, cable, wiring and fixtures as is more specifically described in Exhibit C, attached hereto and incorporated herein. Approval for changes to the communication facility as described in Exhibit C shall be obtained in accordance with the requirements of Section 4(B) of this License. Tenant shall be responsible at its sole cost and expense for obtaining any and all license, permits and approvals necessary for the operation of its equipment as specified on Exhibit C, including any approvals required by the Connecticut Siting Council.

The Premises are located at the following geographic coordinates:

N. Latitude 41° 46' 19.1" (NAD 83)
W. Longitude -72° 35' 25.2" (NAD 83)

This geographic description describes the following street address of the structure, a portion of which is the Premises:

Street: 100 Sunset Ridge Dr.
City: East Hartford
State: Connecticut
County: Hartford
Licensor's Site ID:
Tenant's Site ID: HFCT0610E

2. Effective Date / Due Diligence Period. This Agreement shall be effective on the date of full execution hereof ("Effective Date"). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Tenant shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Tenant may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Tenant determines, during the Due Diligence Period, that the Premises are not appropriate for Tenant's intended use, or if for any other reason, or no reason, Tenant decides not to commence its tenancy of the Premises, then Tenant shall have the right to terminate this Agreement without penalty upon written notice to Landlord at any time during the Due Diligence Period and prior to the Term Commencement Date. Landlord and Tenant expressly acknowledge and agree that Tenant's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Tenant shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Term. This Agreement is deemed binding upon the date of execution by both Parties, provided however, this License shall become effective on the date Tenant obtains a permit for the construction of telecommunications equipment upon the Premises or one hundred eighty days (180) whichever is sooner (hereinafter "Commencement Date"), and this License shall continue in effect for a term (hereinafter "Initial Term") of five (5) years subject to early termination or extension as provided herein. This License shall be automatically renewed upon the same terms and conditions as set forth herein for two (2) successive terms of five (5) years each (each, referred to hereinafter as a "Renewal Term"), unless written notification of Tenant's intent not to renew this License is received by Licensor at least ninety (90) days but not more than one hundred eighty (180) days prior to the date of expiration of the Initial Term or any Renewal Term.

4. Maintenance of Equipment by Tenant.

(A) Tenant shall, at its own expense, maintain its equipment on or attached to the Premises in a safe condition, in good repair, and in a manner reasonably acceptable to Licensor so as not to conflict with the use of the Premises by Licensor or by any other tenant lawfully using the Premises as of the Commencement Date. All repair and maintenance of Tenant's equipment shall be performed by qualified technicians, authorized to enter the Premises as Tenant's agents, contractors or employees. Tenant shall make reasonable attempts to notify Licensor (to Licensor's designee responsible for the management of the Premises) prior to making entry to the Premises (each occurrence).

(B) Any and all machinery, equipment and trade fixtures, except the electrical service installed by Tenant, shall remain Tenant's property notwithstanding the fact that it may be affixed or attached to the Property or the Premises, and shall, during the Initial Term or any Renewal Term, and upon termination or expiration thereof, belong to and be removable by Tenant. Tenant agrees that the Property and the Premises shall not be damaged by Tenant's occupancy. Tenant shall have the right to replace the equipment specified in Exhibit C with other "similar equipment", in which case, Tenant shall submit to Licensor a replacement Exhibit C for Licensor's written approval. "Similar equipment" shall include only equipment which operates on the same frequency(ies), is of substantially equal size, does not increase the number of antennas upon the Tower, does not materially increase windload upon the Tower, and does not occupy additional space within the equipment building.

(C) All transmitters operated by Tenant upon the Premises shall include the use of, for example, a single stage isolator or a single bandpass cavity or such other devices which may reasonably prevent or deter the creation of harmful electrical interference. Licensor may determine, from time to time and as is reasonable and necessary, other similar requirements for safe, interference free operation of Tenant's equipment upon the Premises and Tenant shall comply with all such additional requirements provided Tenant has prior written notice thereof and such compliance is reasonably feasible and not cost prohibitive, in Licensor's reasonable discretion.

(D) Tenant's equipment shall be installed and maintained in accord with the requirements specified in Exhibit D, attached hereto and incorporated herein.

5. Access. Tenant shall have non-exclusive access (ingress and egress 24 hours per day, 7 days per week) to the Premises during the Initial Term or any Renewal Term of this License for its purposes hereunder. Licensor warrants that it has the right to grant such access to Tenant under this License; however, the access granted hereunder will not be interpreted as a guarantee of Tenant's ability to enter or exit the Premises when weather conditions, road conditions and other elements outside of Licensor's control adversely affect Tenant's ability to enter the Premises. Tenant, including its agents, contractors and employees, shall be liable for all damages resulting from their use of the driveway and/or roadway extension as a result of damages stemming from Tenant's use, and Tenant agrees to pay to Licensor the cost of such repairs within ten (10) business days following written notification from Licensor of the cost.

6. Maintenance and Operation of Premises.

(A) Licensor shall maintain the Premises and operate the telecommunications facilities thereon in such a manner as will best enable each tenant or operator thereon to fulfill its own requirements, but in accord with the covenants contained herein, including Licensor's agreement to maintain the Premises in a safe condition. Licensor shall not be liable to Tenant for any interruption of Tenant's service or for interference, including but not limited to electrical interference and interference created by intermodulation, with the operation of Tenant's equipment arising from Tenant's use of the Premises. Under no circumstances shall Licensor be liable for consequential damages to any party, including, but not limited to third parties, arising out of interruption of Tenant's service.

(B) Licensor shall be solely responsible for compliance with all painting and lighting requirements arising out of operation of the Tower, in accord with the existing rules and regulations adopted or which might be adopted by the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC"). Licensor shall indemnify Tenant for all fines levied against Tenant for Licensor's failure to comply with such FAA and FCC rules and regulations. Notwithstanding any provision in this License to the contrary, Tenant shall be responsible for any painting, lighting, or maintenance requirements which arise out of or in connection with Tenant's particular use of the Premises. Any material alterations to Tenant's improvements must have Licensor's prior written approval; provided however, that Tenant's site plans are approved to the extent contained in Exhibit B.

(C) Tenant agrees to cooperate fully in Licensor's efforts to maintain the peaceful occupation of the structure of which the Premises are a portion. Tenant's duty of cooperation shall include, without limitation: (i) maintaining the cleanliness of the Premises; (ii) constructing its equipment in a safe, reasonably quiet, and non-disruptive manner; (iii) assisting in maintaining the security of the Premises by reasonably limiting the number of persons with access to the Premises; and (iv) directing its employees to treat all other tenants with civility and courtesy.

(D) Tenant shall perform or cause to have performed an intermodulation study to determine the potential for any harmful interference, and Tenant shall present to Licensor such study prior to commencing any installation at the Premises.

(E) To the best of Licensor's knowledge the Tower has been constructed in accordance with all laws, rules, statutes, and regulations of all applicable governmental bodies. Licensor will operate and maintain the Tower (excluding any equipment from third parties located thereon) in accordance with all laws, rules, statutes, and regulations adopted or to be adopted by all applicable governmental bodies.

(F) As stated in Paragraph 17 hereof, Tenant shall have full and complete responsibility to correct within twenty-four (24) hours any electrical interference caused to other communications equipment operated on or at the Premises, which interference is caused by operation of Tenant's equipment and which cause is a result of a defect in Tenant's equipment. The term "defect" shall include any operation of Tenant's equipment which is not in accord with the technical parameters of any license issued by the FCC for operation of Tenant's facilities; any operation in variance with any equipment authorization granted by the FCC; any circumstance or condition which causes Tenant's equipment to operate in variance with the equipment manufacturer's guidelines or any Exhibit attached to this License; any operation of Tenant's equipment which does not conform with generally accepted practices of telecommunications engineering, including but not limited to, applicable ANSI standards which exist or come to exist; and any operation of Tenant's equipment which causes interference with the equipment of Licensor or any of Licensor's tenants. If Tenant fails to employ reasonable industry standards to investigate and terminate the cause of the electrical interference within twenty-four hours, Licensor may disconnect electrical power to Tenant's equipment without liability for damages. Notwithstanding the foregoing, Licensor will use its commercially reasonable efforts under the circumstances to contact Pocket's Representative by telephone prior to any actions involving Tenant's telecommunications equipment.

7. Rent.

(A) Tenant shall pay to Licensor in equal installments of Two Thousand One Hundred and no/100's Dollars (\$2,100.00) (until increased as set forth in this License) per month, commencing on the Commencement Date of the License as provided in Paragraph 3, partial months to be prorated, with each subsequent payment due on the first calendar day of each month during the term of this License. The rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly installment of rent payable during the preceding year increased by three percent (3%). All rental payments will be made to Licensor or its designee at its address provided herein. Tenant agrees to pay a late fee for all rent payments not timely made (more than ten (10) days past due) in an amount equal to ten and no/100's Dollars (\$10.00) per day or the greatest amount allowed under law, whichever is greater. Rental payments shall be due and owed in accord with this Paragraph 6 regardless of whether Licensor tenders an invoice to Tenant for same.

(B) If Tenant fails to pay its rent following ten (10) days written notification from Licensor, and, and if Tenant's failure continues for an additional fifteen (15) days after Tenant's receipt of a second written notice from Licensor (which second notice may be given at any time after the expiration of the original 10-day period), Tenant shall be deemed to have materially breached this License. Notwithstanding all other remedies available at law or equity or contained herein, Licensor shall have the right to accelerate all rents and charges due to Licensor from Tenant for the remainder of the then-current Term of this License, discounted to present value using the Prime Rate, and Tenant shall pay same upon

demand. The term "Prime Rate" shall mean the rate published as such in The Wall Street Journal (or any comparable publication selected by Licensor in its reasonable discretion if The Wall Street Journal ceases to publish such index). In the event that Tenant fails to perform such that Licensor accelerates charges under this Paragraph 6(B), Tenant shall be deemed to have waived its right to renew this License.

(C) All rental payments made to Licensor shall be deemed the sole and exclusive property of Licensor and shall not be subject to delay, offset, refund or placement in escrow for any reason or purpose, except such refunds or abatements as are specifically expressed herein.

8. Indemnification and Insurance.

(A) Tenant shall indemnify Licensor against any and all claims and demands for damages to property and injury or death to persons, to the extent arising out of Tenant's activities under, or a breach of, this License or caused by the installation, maintenance, presence, use or removal of Tenant's equipment on the Premises, except to the proportional extent caused by the negligence or willful misconduct of Licensor, its employees, agents, and contractors. The indemnity obligations under this Paragraph 7 shall survive the expiration or earlier termination of this License.

(B) Tenant shall obtain and maintain commercial general liability insurance in an amount equal to One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury and property damage liability during the Initial Term of this License and any Renewal Term, covering Tenant's use of the Premises. Such insurance policy shall name Licensor as an additionally insured person. Tenant shall also maintain workers' compensation insurance covering all of Tenant's employees, and automobile insurance covering all of Tenant's vehicles in such amounts as are required by law. Upon request by Licensor, Tenant shall furnish Licensor certificates evidencing such insurance which shall provide that such insurance cannot be cancelled or altered without thirty (30) days prior written notice to Licensor.

(C) Tenant and Licensor shall each be responsible for maintaining any insurance covering: (i) their own improvements, structures, property and equipment on the Premises; (ii) the lives and health of their respective agents, employees and invitees; (iii) damage or injury to other persons or other persons' property caused by the acts or omissions of their own agents, employees, or invitees; and (iv) any other business or liability insurance which each may deem necessary to protect their own interests.

9. Default.

(A) If either party is in default under this License: (i) with respect to Tenant for a period of ten (10) days following receipt of notice from Licensor with respect to a monetary default, or (ii) with respect to either party within thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this License. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this License may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default, which cure is effective within an additional twenty (20) days beyond the period for cure. Tenant's right to cure a default provided in this Paragraph 8 shall not apply to the timely payment of rents, as to which the cure periods of Paragraph 6, above, shall apply. In no event shall Licensor be responsible for consequential damages hereunder.

(B) Tenant shall be deemed to be in default if Tenant causes to be placed upon the Premises any un-bonded lien or encumbrance, which lien has not been discharged or bonded over within thirty (30) days after receipt of notice for payment thereof and which placement delays, prevents or impedes Licensor's or third parties' use of the Property. Notwithstanding the foregoing, Licensor acknowledges that Tenant may have entered into a financing arrangement, including promissory notes and financial and security agreements, for the financing of Tenant's telecommunications facilities and the operation thereof. Accordingly, Licensor hereby consents to Tenant's installation and operation of Tenant's equipment, which is deemed collateral under the aforementioned financing agreement(s), and Licensor agrees that: (i) it disclaims any interest in the collateral, as fixtures or otherwise; and (ii) it shall hold as exempt such collateral from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such collateral may be removed by Tenant or pursuant to the terms of such financial arrangement(s) at any time without recourse to legal proceedings. Licensor's consent provided under this Paragraph 8(B) shall not be employed for the purpose of reducing any obligation of Tenant's created hereunder for the timely payment of rents.

(C) Licensor will not, except in an emergency as shall be interpreted in Licensor's sole but reasonable discretion, cure any alleged default by Tenant until after the expiration of thirty (30) days following Tenant's receipt of notice provided for herein (or such longer time as may be necessary to cure the default as provided in this Paragraph 8) and then, only if Tenant has failed, during such period, to cure such default. Any and all reasonable costs that Licensor incurs as a result of curing such default (including reasonable attorney's fees) shall be due and payable by Tenant as additional rent to Licensor within thirty (30) days of Licensor's invoicing therefore.

10. Assignment of License.

(A) Tenant shall not assign this License without the prior written consent of Licensor, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Tenant may, without Licensor's consent, assign its interest in this License to any of its subsidiaries or affiliates ("Related Entities") or successor legal entities or to any entity acquiring substantially all of the assets of Tenant, which entity is deemed to be credit worthy in Licensor's reasonable discretion. Under no circumstances shall this License be assigned by Tenant to any party who does not agree to be bound by all terms and conditions contained herein and any such assignment shall be deemed void. Licensor reserves the right to demand and receive written confirmation from any assignee of Tenant's interest created herein that such assignee agrees to be bound to the terms and conditions of this License.

(B) Intentionally omitted..

(C) Tenant covenants that it shall notify Licensor in writing of its assignment of this License within ten (10) days following such assignment. Following Licensor's receipt of notification of assignment and written confirmation of assignee's agreement to be bound hereunder, unless the assignment has been made to a Related Entity, Licensor shall look exclusively to assignee for all further performance hereunder and shall waive all claims against Tenant arising out of assignee's performance or non-performance hereunder.

12. Manner of Giving Notice. All notices and other communications hereunder shall be in writing and shall be deemed given (i) the same day if delivered personally; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid; or (iv) the day receipt of notice is refused. All notices shall be delivered to the Parties at the following addresses (or at such other address for a party as

shall be specified by like notice, provided that notice of address change shall be effective only upon receipt thereof);

Licensor: Town of East Hartford
740 Main St.
East Hartford, CT 06108
Attention: Mayor
Phone: 860-291-7200
Facsimile: 860-282-2978

Tenant: Youghiogheny Communications – Northeast, LLC
1 Federal Street
Bldg 111-1
Springfield, MA 01105
Attention: Site Development

With a copy (not to constitute notice) to:

Youghiogheny Communications – Northeast, LLC
2819 NW Loop 410
San Antonio, TX 78230-5105
Attention: General Counsel
Phone: 210-878-0527

East Hartford Police Department
Manager- Sunset Ridge Tower Site
31 School St.
East Hartford, CT 06108
Attn: Jeffrey Vannais
860-291-7568

13. **Quiet Enjoyment.** Licensor represents and agrees that Tenant is entitled to access to the Premises at all times and to the quiet non exclusive possession of the Premises throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. Licensor covenants and agrees that upon Tenant's paying the rent and other applicable charges and performing in accordance with the terms and conditions stated herein, Tenant may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this License and subject to the rights of Omnipoint Communication, and other tenants, in and to the Tower and the Premises.

14. **Compliance with Statutes and Regulations.** Antennas, wires, equipment, and appliances of Tenant shall be erected, operated, and maintained in substantial accord with the requirements and specifications of the safety codes of the State where the Premises are located or any applicable jurisdiction or any amendments or revisions thereof, and in substantial compliance with any rules or orders now in effect, or that hereafter may be issued by the FCC or the Occupational Safety and Health Administration ("OSHA"). Tenant shall supply a copy to the Licensor of the Tenant's FCC license to operate at the Premises of the Licensor prior to commencing operation at the Premises.

15. **Termination.**

(A) Tenant may terminate this License at any time by delivery of written notice to Licensor (the date of any such written notice of termination being hereinafter referred to as the "Termination Date") without further liability if: (i) despite Tenant's reasonable best efforts, Tenant does not obtain all permits or other approvals (collectively hereinafter, "Approval") required from any local or state governmental authority or any easements required from any third party to access or operate Tenant's equipment through no fault of Tenant; (ii) if any such Approval is canceled or terminated by and through no fault or delay by Tenant; or (iii) Licensor's authority to enter into this License and perform under this License is canceled or terminated.

(B) Licensor may terminate this License immediately upon written notice to Tenant if any of the following occurs: (i) Tenant is declared bankrupt or files for bankruptcy protection or becomes the defendant in a suit for involuntary bankruptcy and such suit is not dismissed within sixty (60) days following filing thereof; (ii) Tenant causes any un-bonded lien to be placed on or against the Property or Premises, or the structures or appurtenances located thereon which is not satisfied and removed within thirty (30) days of written notice to Tenant thereof; (iii) Tenant is adjudged insolvent and a receiver is appointed to manage Tenant and/or its assets and such receiver is not dismissed within sixty (60) days thereafter; (iv) Tenant is found by a court of competent jurisdiction to have engaged in felonious activity in the operation of equipment at the Premises (v) Tenant remains in rental or other monetary default of this License for a period exceeding thirty (30) days from the applicable due date of such monetary obligation; or (vi) Tenant shall be in default of this Agreement as set forth in Paragraph 9 hereof.. Termination by Licensor for the causes listed above shall not create a reduction, offset, or relief from liability of all charges due and owing Licensor which have accrued up to the time when termination is elected. If Licensor's authority to enter into this License and perform under this License is canceled or terminated, Licensor shall have the right to terminate this License.

(C) Upon expiration or termination of this License, Tenant shall remove its equipment and improvements and restore the Premises to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and damage from casualty or condemnation. Tenant's failure to remove its equipment within thirty (30) days following the expiration or termination of this License shall entitle Licensor to receive from Tenant storage fees in an amount equal to One Hundred Dollars (\$100.00) per day beyond such thirty (30)-day period, which amount is in addition to rents due hereunder. Any of Tenant's equipment stored at the Premises after said thirty (30) day period shall not be entitled to receive electrical power during such period of storage and Licensor shall have the right to discontinue power to all stored equipment from and after said period. Licensor shall also have the right, subject to and subordinate to the rights of all creditors, to remove Tenant's equipment and sell the same to satisfy unpaid monies due hereunder. Such disconnection by Licensor shall be without liability to Licensor.

16. Taxes and Utilities.

(A) Tenant will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the Premises. Tenant will pay to Licensor any increase in real property taxes attributable solely to any improvements to the Premises made by Tenant within sixty (60) days after receipt of satisfactory documentation indicating calculation of Tenant's share of such real estate taxes and payment of the real estate taxes by Licensor. Licensor shall employ reasonable best efforts to provide to Tenant prior written notification of all such taxes or assessments which are to be charged, so as to provide Tenant the opportunity to appear before the taxing authority and contest any such assessment. Licensor will pay when due all other real estate taxes and assessments attributable to the Property of which the Premises is a part.

(B) Tenant will pay for all utilities used by it at the Premises, and will install a separate meter for such purposes. Licensor will cooperate with Tenant in Tenant's efforts to obtain utilities from any reasonable location.

17. Compliance With Law Regarding Authority To Operate. Tenant will comply with all applicable laws directly relating to Tenant's operation of and the improvements constructed by Tenant on the Premises. Except as specifically provided herein, the Parties shall be responsible for compliance with all laws, statutes and regulations for which their authority to operate radio equipment or operate the Tower or the Premises, as applicable to Tenant, is dependent.

18. Interference. Tenant will resolve electrical or RF interference problems with other equipment located at the Premises on the Commencement Date or any equipment that becomes attached to the Premises at any future date when Tenant desires to add additional equipment to the Premises upon renegotiations of rent. In the event Tenant's equipment causes such interference, Licensor, except in an emergency as shall be interpreted in Licensor's sole but reasonable discretion, shall notify Tenant in writing of such interference and Tenant will promptly take all steps necessary to correct and eliminate the interference. If such interference is determined by the Licensor to constitute a Public Safety emergency, Licensor may discontinue operation of Tenant's equipment immediately. Licensor shall make immediate notification to Tenant should this occur. If the Licensor deems that the interference does not constitute a Public Safety emergency, then Tenant shall have 24 hours following notification by Licensor to correct any problems. If such interference is not corrected within twenty-four (24) hours following notification (which notification may be by telephone) from Licensor to Tenant of the existence of such interference, Tenant agrees to cease its operations on the Premises, provided, however, Tenant shall have an additional thirty (30) days solely for the purpose of conducting intermittent tests of its equipment. Likewise, Licensor will not permit the installation of any future equipment which results in electrical interference problems with Tenant's then-existing equipment. Tenant shall promptly notify Licensor in writing if Tenant experiences any interference with its equipment. Notwithstanding anything to the contrary contained in this License, in the event additional equipment installed by Licensor or a third party creates unacceptable interference problems with Tenant's then-existing equipment and pursuant to this Paragraph 17 the interference problem cannot be resolved, Tenant may, as its sole remedy, terminate this License. If Tenant so terminates this License, Licensor shall not be entitled to any termination penalty or to retain any prepaid rent or any other, additional amounts as set forth herein.

19. Environmental Laws/Condition of the Premises.

(A) As of the Commencement Date of this License: (i) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any "Hazardous Material" (as defined below) in, on, under, upon or affecting the Property in violation of any "Environmental Law" (as defined below), and (ii) the Mayor hereby represents and warrants that: it has received no notice of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any Environmental Law. and (iii) Licensor will not knowingly permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any Environmental Law. Notwithstanding the foregoing Tenant acknowledges that it has examined the Premises and the Tower hereby accepts the condition of the Premises and the Tower "as is", "where is" in all respects.

(B) Without limitation of Paragraph 7, Tenant shall indemnify, defend and hold the Licensor harmless from and against all losses arising from (i) any breach of any representation or warranty made in this Paragraph 18; and/or (ii) environmental conditions or noncompliance with any Environmental Law

that result from operations in or about the Property by Tenant or Tenant's agents, employees or contractors. The duties described in this Paragraph 18 shall apply as of the Commencement Date of this License and survive termination of this License.

(C) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited, or regulated by any Environmental Law.

(D) "Environmental Law" means any and all federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

20. Casualty and Condemnation.

(A) If any governmental, public body or other condemning authority takes, all or part of the Property thereby making it physically or financially infeasible for the Property or the Premises to be used in the manner intended by this License, either party may elect to terminate this License as of the date of such taking by giving notice to the other within forty-five (45) days. If neither party elects to terminate this License, rent shall be abated in proportion to the actual reduction or abatement of use of the Premises.

(B) In the event that the Tower is damaged or destroyed by any casualty such that Tenant is unable to operate its equipment thereon, Licensor shall make an election within twenty (20) days following such event as to whether Licensor shall (i) make repairs or reconstruct the damaged portion of the Premises to enable Tenant to operate upon the Premises in substantially the same manner as Tenant enjoyed prior to the event of destruction; (ii) repair or replace the Tower only to the extent that it will accommodate Licensor's antenna and related communications equipment and terminate this Agreement with no further liability to Licensor hereunder; (iii) not make any repairs or replacement to the Tower and terminate this Agreement with no further liability to Licensor. Any election to reconstruct the Tower to enable Tenant to operate thereon, shall only be effective if Licensor is willing and able to make such repair or reconstruction within ninety (90) days following the making of the election; If Licensor elects to repair or reconstruct the Premises within the aforementioned ninety (90) day period, this License shall continue to bind the Parties, providing however, Licensor shall not be entitled to receive rents during the period commencing on the date of destruction and extending to the date of completion of the repairs or reconstruction such that Tenant can operate its equipment at the Premises. Licensor's failure to make an election during the thirty (30) day period following damage or destruction of the Premises shall be deemed an election by Licensor not to repair or reconstruct the Premises. Nothing contained herein shall be deemed a guarantee by Licensor to repair or reconstruct the Premises following destruction. Notwithstanding the foregoing, Licensor shall have no obligation to make repairs to Tenant's equipment or any portion of the Premises which is constructed for the sole use and enjoyment of Tenant (e.g. an enclosure constructed upon the Property by Tenant) and the destruction of same shall not result in any liability to Licensor or cause any abatement of rent, unless such destruction is due to the negligence or

willful misconduct of Licensor.

21. **Force Majeure Events.** Neither party shall be liable to the other for any failure of performance under this License due to causes beyond its control following a party's reasonable, commercial or regulatory diligence, including but not limited to, acts of God, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over such party, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies, unavailability of materials or rights-of-way, insurrections, riots, wars, or strikes, lock-outs, work stoppages or other labor difficulties (collectively, "force majeure events"). In no event shall force majeure events excuse delay in the payment of rent or monetary obligation hereunder unless the force majeure events cause impossibility or impracticality of performance. In the event of any delay or inability to perform resulting from such causes, upon notice to the other party promptly following the occurrence of the event giving rise to the delay or nonperformance, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. Except as otherwise specifically provided herein, this shall constitute the sole remedy in the event of such delays.

22. **Entire Agreement, Severability.** This License embodies the entire agreement between the Parties. It may not be modified or terminated except as provided herein or by other written agreements between the Parties. If any provision herein is held by a court of competent jurisdiction to be invalid, it shall be considered deleted from this License, however, the remainder of this License shall survive and be deemed enforceable.

23. **Recordable Memorandum of License.** If requested by Tenant, Licensor agrees to promptly execute and deliver to Tenant a recordable Memorandum of this License. All costs associated with the preparation and filing of a Memorandum of this License shall be borne by Tenant.

24. **Parties Bound by Agreement.** Subject to the provisions hereof, this License shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. **Governing Law.** This License shall be interpreted and governed in accord with the laws of the State where the Premises are located, to which the Parties agree to submit for all jurisdiction, including without limitation personal jurisdiction.

26. **Headings.** The headings included herein are merely a matter of convenience and shall not be employed for the purpose of interpretation of the language contained herein.

27. **Warranty of Signatories.** The persons signing below warrant that they possess all actual and apparent authority to bind legally the party which they claim to represent, for all purposes related to performance in accord with the terms contained herein. The signing persons agree that they possess all authority, both actual and implied, to cause the party they represent to enter into and perform under this License for all purposes.

28. **Counterparts.** This License may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Facsimile transmission of any signed original document or retransmission of any signed facsimile transmission shall be deemed the same as delivery of an original. At the request of either party, the

Parties shall confirm facsimile transmission by signing a duplicate copy.

29. **Capacity to Perform.** Licensor warrants that it is an entity in good standing, authorized to do business within the state where the Premises are located and that it knows of no reason why it would lack the capacity to enter into this License and perform hereunder, including reasons arising under any statute, law, rule, regulation, contractual obligation, decision of any applicable government agency or forum, articles of incorporation, by-law, or pending or threatened litigation. Tenant warrants that it is an entity in good standing and that it is authorized to do business within the state where the Premises are located and that it possesses all authority, both actual and implied, to enter into and perform under this License. Tenant warrants that it knows of no reason why it cannot perform hereunder, including reasons arising under any statute, law, rule, regulation, contractual obligation, decision of any applicable government agency or forum, articles of incorporation, by-law, or pending or threatened litigation. Nothing in this Paragraph 29 should be construed as a representation by Licensor as to the legality of Tenant's use hereunder, the determination of which is the sole responsibility of Tenant, its representatives and or Tenant's counsel.

30. **Financing Agreement.** Tenant may, upon written notice to Licensor, mortgage or grant a security interest in the equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor or the Tower nor shall any such agreement allow auctioning or other sale of the Equipment on the Property.

IN WITNESS WHEREOF, the Parties have executed this License intending to be legally bound to the terms and conditions contained herein.

LICENSOR:

WITNESS:

By: Melody A. Curry
Name: Melody A. Curry
Its: MAYOR
Date: 8/7/09

By: Tatia Lewis
Name: Tatia Lewis

TENANT:

WITNESS:

Youghioghny Communications – Northeast, LLC

By: Paul Posner
Name: Paul Posner
Its: President
Date: 6.30.09

By: Andy Moon
Name: ANDY MOON

HFCT0610E

STATE OF CONNECTICUT

:
: ss: East Hartford

2009

COUNTY OF HARTFORD

On August 7, 2009, before me, Tatia Lewis, Notary Public, personally appeared Melody A. Currey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as Mayor, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Tatia Lewis
Notary Public

(SEAL)

**TATIA L. LEWIS
NOTARY PUBLIC**

My commission expires: 3-31-2013 COMMISSION EXPIRES MAR. 31, 2013

STATE OF TEXAS

: ss: San Antonio

2009

COUNTY OF BEXAR

On JUNE 30, 2009, before me, MARY LOUISE ALMANZA Notary Public, personally appeared, PAUL POSNER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity as President, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Mary Louise Almanza
Notary Public

(SEAL)



My commission expires: 1-27-2013

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL PROPERTY

100 SUNSET RIDGE, EAST HARTFORD, CT

Beginning at an iron pipe set at the northeasterly corner of a one acre plot of land owned by Ethel C. Molumphy, thence northerly $3^{\circ}10'40''$ east four hundred fifteen and one one-hundredth (415.01) feet to land of Ansel Arnold, thence northerly $82^{\circ}49'20''$ west one hundred eighty-four and forty one-hundredths 184.40 feet, thence southerly $67^{\circ}10'40''$ west twenty five (25) feet, more or less, to a point, thence southerly in a line parallel to the easterly line of said parcel of land three hundred seventy-five (375) feet, more or less, to an iron pipe at the northwesterly corner of land of said Molumphy, thence easterly along the northerly line of said Molumphy land two hundred twenty (220) feet to the point or place of beginning. Said Parcel of land is bounded as follows:

NORTHERLY and

EASTERLY by land now or formerly of Ansel Arnold;

SOUTHERLY by land now or formally of Ethel C. Molumphy; and

WESTERLY by land now or formerly of Levi P. M. Hickey, Trustee

Together With a right of way easement over Sunset Ridge Drive, a private roadway, and the right to use the pumping station equipment at the foot of Sunset Ridge Drive, and connect with all public utilities.

Licensor's Initials

MAC

Tenant's Initials

same

EXHIBIT B

SITE PLAN AND SKETCH OF ANTENNAS LOCATED ON THE TOWER OWNED BY
LICENSOR

Licensor's Initials

MC

Tenant's Initials

Peru

HFCT0610E

CONSTRUCTION NOTES

- FIELD VERIFICATION: CONTRACTOR SHALL FIELD VERIFY SCOPE OF WORK, POCKET COMMUNICATIONS ANTENNA LOCATION AND HEIGHTS TO BE INSTALLED, COORDINATE TO POCKETS AND PROCEDURES FOR POCKET COMMUNICATIONS.
- ANTENNA MOUNTING: ANTENNAS TO BE REPLACED TO ORIGINAL CONDITION BY CONTRACTOR.

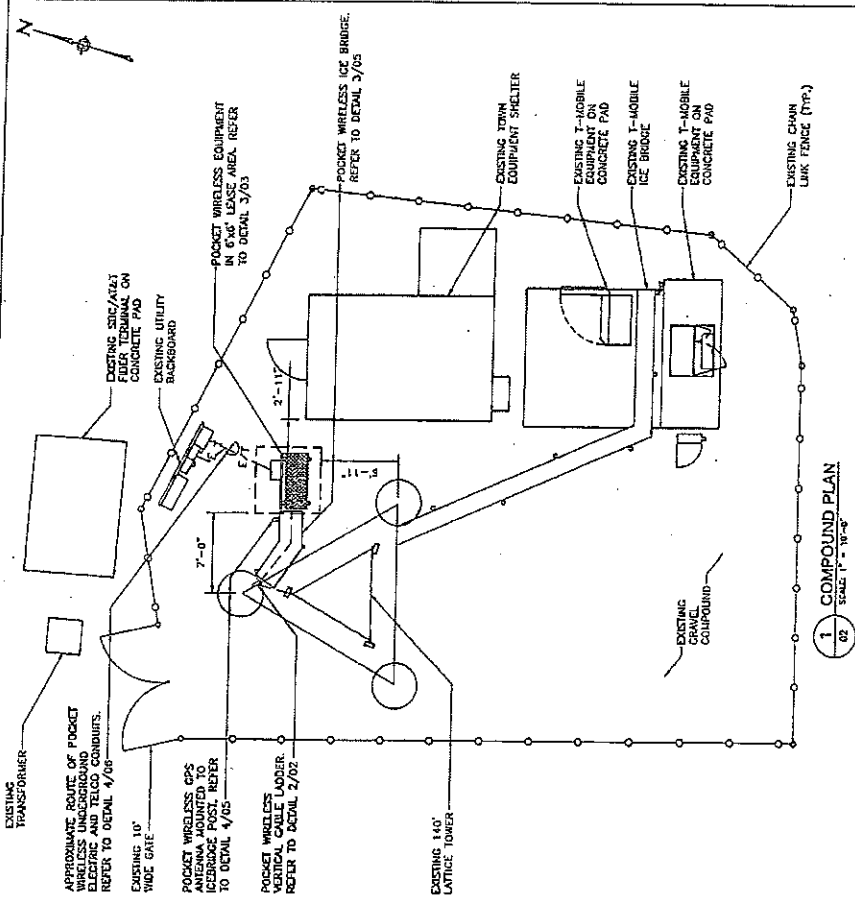
GENERAL NOTES

- FOR THE PURPOSES OF THIS CONSTRUCTION DRAWING, CONTRACTOR - GENERAL CONTRACTOR (CONSTRUCTION) OWNER - POCKET COMMUNICATIONS CONTRACTOR SHALL VISIT THE BIDDING SITES TO VERIFY THE EXISTING CONDITIONS AND TO MAKE SURE THE CONSTRUCTION DRAWINGS SHOWN ON THE CONSTRUCTION DRAWINGS REPRESENT AS SHOWN ON THE CONSTRUCTION DRAWINGS.
- ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN ACCORDANCE WITH THE CONSTRUCTION MANAGER AND THE CONSTRUCTION MANAGER'S RECOMMENDATIONS AND REGULATIONS, AND CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- ALL WORK CARRIED OUT SHALL COMPLY WITH ALL SPECIFIC FEDERAL, STATE, AND UTILITY COMPANY CODES, REGULATIONS, AND APPLICABLE REGULATIONS.
- UNLESS NOTED OTHERWISE, THE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CONSTRUCTION DRAWINGS AND ALL INSTALLATIONS AS SHOWN ON THE DRAWINGS.
- CONTRACTOR SHALL VERIFY ALL MATERIALS AND EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND REGULATIONS, AND CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- CONTRACTOR SHALL VERIFY ALL MATERIALS AND EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND REGULATIONS, AND CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
- CONTRACTOR SHALL VERIFY ALL MATERIALS AND EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND REGULATIONS, AND CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.

NOTES TO DRAWING OR FOR ADDITIONAL UTILITY INFORMATION

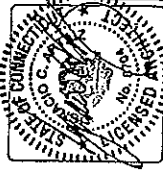
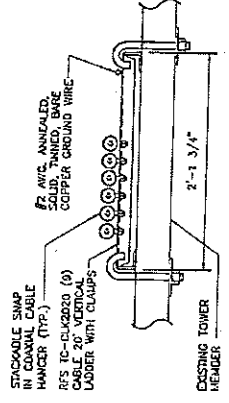
SITE PLAN INFORMATION

THIS SITE PLAN DRAWING WAS DERIVED FROM DATA PROVIDED BY CABLEVISION SOLUTIONS AND AVAILABLE EXISTING DRAWINGS OF THE SUBJECT AREA.



1 COMPOUND PLAN
SCALE 1" = 10'-0"

2 VERTICAL CABLE LADDER DETAIL
SCALE NPL



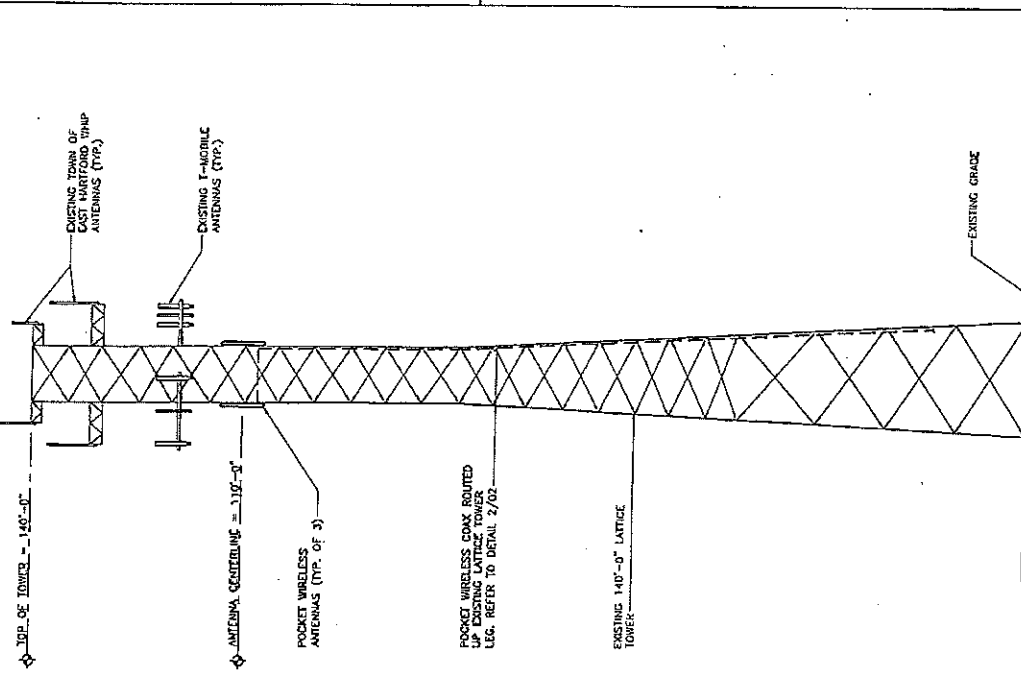
02

URS

POCKET COMMUNICATIONS
100 SUNSET RIDGE ROAD
SITE PLAN, DETAILS AND NOTES

NO.	DATE	DESCRIPTION
1	05/21/00	ISSUED FOR PERMITTING
2	05/21/00	ISSUED FOR PERMITTING

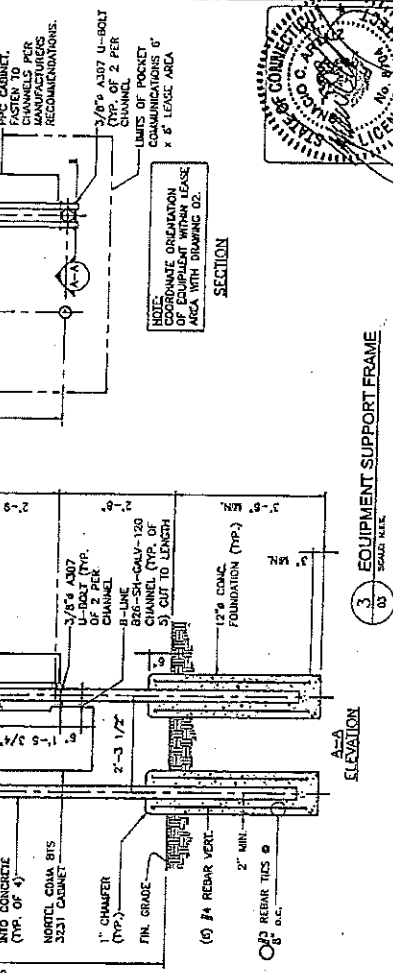
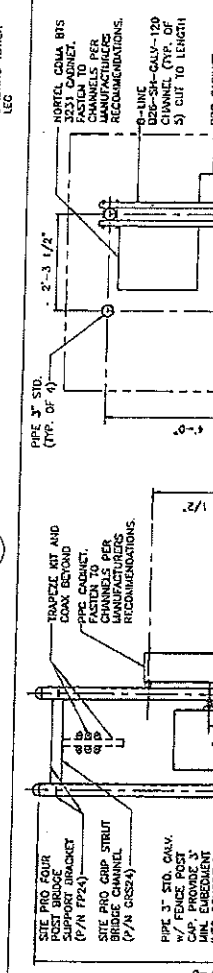
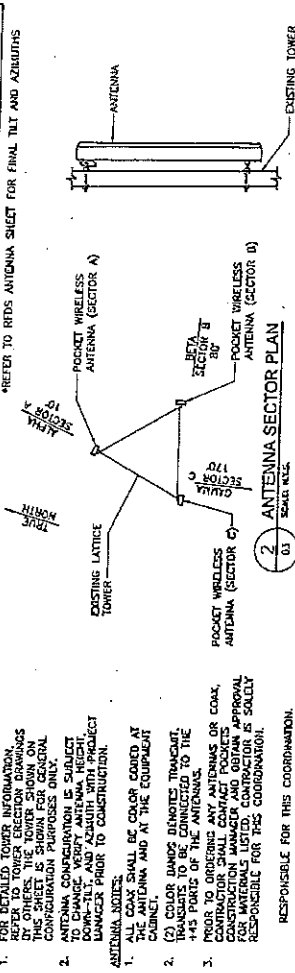
FOR ADDITIONAL TOWER AND FOUNDATION INFORMATION REFER TO DETAILED STRUCTURAL ANALYSIS AND EVALUATION OF AN EXISTING 140' SELF SUPPORT LATTICE TOWER FOR PROPOSED ANTENNA ARRANGEMENT PREPARED BY MASON ENGINEERING, INC. DATED JUNE 9, 2006. ALL REINFORCEMENT (IF REQUIRED) SHALL BE PERFORMED PRIOR TO ANY WORK UNDER THIS CONTRACT BEING PERFORMED.



1 TOWER ELEVATION
EQUIP 174 - T-3'

ANTENNA KEY

ANTENNA NUMBER PER SECTOR	ANTENNA MODEL	COAX COLOR CODE	ANTENNA VENDOR	ANTENNA AZIMUTH	C/L HEIGHT	MECHANICAL DOWN TILT	ELECTRICAL DOWN TILT	COAX SIZE	COAX MANUFACTURER
ALPHA	A-1	(1) RED BAND	RFS	10°	110'-0"	0°	0°	1 5/8"	RFS
BETA	B-1	(1) BLUE BAND	RFS	80°	110'-0"	0°	0°	1 5/8"	RFS
GAMMA	C-1	(1) GREEN BAND	RFS	170°	110'-0"	0°	0°	1 5/8"	RFS
GPS		YELLOW	NORTEL		10'-0"			LAR100	ANDREW



3 EQUIPMENT SUPPORT FRAME
EQUIP 174 - T-3'

POCKET

TOWER ELEVATION, ANTENNA PLAN AND DETAILS
HFC10810E, 100 SUNSET RIDGE ROAD

URS
PROJECT MANAGER: JST
DATE: 06/03/09
PROJECT NO: HFC10810E/740023917

03

EXHIBIT C
DESCRIPTION OF TENANT'S EQUIPMENT
LOCATION ON TOWER AND WITHIN COMPOUND

Tower (owned by Licensor): 140' - Lattice

Type: Pirod

Number of antennas: Three (3) total, one (1) per sector

Mounting: Leg Mount

Location of Antenna(s): 110' feet AGL

Direction of Radiation: 10/80/170

Operating Frequencies:
(Rx) 1730.000 - 1739.950 MHz
(Tx) 2130.950 - 2139.950 MHz

Output Power per Channel: 18 watts

ERP per Channel: 1850 watts

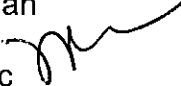
Coax Cable Width: 1-5/8" (2 lines per antenna)

Coax Cable Length: 130' feet

Nortel 3231 Cabinet(s) located in a 6 foot by 6 foot lease area

Licensor's Initials MR
Tenant's Initials Peru

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: February 28, 2013
TO: Richard Kehoe, Chairman
FROM: Mayor Marcia A. Leclerc 
RE: APPOINTMENT-Boards & Commissions

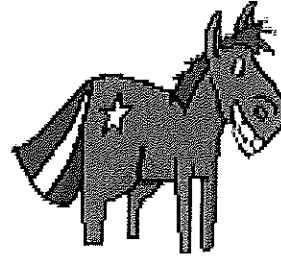
I am recommending the following appointment to the Town Boards and Commissions.

<u>Historic District Commission</u>	<u>Term</u>
D Margaret Byrnes 57 Garvan Street	12/18

Please place on the Town Council Agenda for March 5, 2013.

Thank you.

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



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

Democratic Town Committee Chairman, Donald M. Currey

-Please print and complete the following information in full-

1. Margaret A. Byrne
Your name exactly as it appears on the E. Htfd. Voter Registration List
2. 500 Canyon St. 06108
Street Address Zip Code
3. PARTY AFFILIATION DEMOCRAT UNAFFILIATED MINOR PARTY _____
4. 860 328-3221 5. 860 558-5926 6. The byrneses @ west. net
Home Phone Cell Phone Personal e-mail address
7. Retired 8. _____
Occupation Employer
9. _____ 10. _____
Employer/Work Address Work Phone
11. College Graduate 12. _____ 13. 75
Formal Education Level Achieved Ethnicity (Optional) Years as E. Htfd. Resident
14. Historic District
Name of Board or Commission you would like to serve on
15. Historic Comm. (Chair), Girl Scouts, Church Organizations
*Community based activities and/or civic/volunteer organizations activities you have participated in
16. My residence in a historic area of E.H.
*Your reason for being interested in serving our Town in this capacity
17. My knowledge of the Town of East Hartford
*List any qualifications you believe will be an asset to the board or commission on which you wish to serve

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

18. Margaret A. Byrne
YOUR SIGNATURE
19. 2/17/13
DATE

THIS SPACE FOR USE BY DEMOCRATIC TOWN COMMITTEE

Submitted for consideration by Town Committee Member [Signature]

Voter Registration Information Certified by Voter Registrar [Signature]

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

[Signature]
Catherine P. Condio Secretary
(Revised 3.28.12)

2.26.13
Date

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

February 27, 2013

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

Re: Outdoor Amusement Permit Application - "Riverfest 2013"

Dear Chairman Kehoe:

Attached please find the amusement permit application from **Riverfront Recapture by Jessica Leone, Public Events Manager**. The applicant is seeking an amusement permit from the Council, in accordance with Town Ordinance (TO) 5-1(a) to conduct outdoor musical entertainment with food, vendors, roaming entertainment, activities, and a fireworks show at **Great River Park and Founders Plaza on Saturday, July 6, 2013 (Rain date: Sunday, July 7, 2013) from 4:00 PM – 10:00 PM**, with music running during the hours of **4:00 PM – 9:00 PM**. The rain date timeline is the same as that of July 6. The proposed amusement shall be provided free-of-charge to spectators prior to the presentation of the fireworks display. The necessary permit for the fireworks display will be sought through a separate application.

Pursuant to Town Ordinances (TO) 14-7(b) and (TO) 14-10 (13), **the applicant requests authorization to sell or dispense alcoholic beverages in connection with this event. A CURRENT AND UPDATED LIQUOR PERMIT WILL NEED TO BE PROVIDED TO THE TOWN PRIOR TO THE JULY 6th EVENT DATE.**

As part of Riverfront Recapture's agreement with the Town, the applicant requests this event be considered a Town of East Hartford sponsored event and therefore all fees including those for municipal services such as Police, Fire, Ambulance and Public Works be waived.

Pursuant to Town Ordinance (TO) 5-3, a review of the application was completed by the Directors of the Fire and Public Works Departments.

The **Fire Department** approves the application as submitted and states that the cost to the Department for the provision of support services related to the event is **\$9,500.00.**

The **Health Department** approves the application as submitted and states that cost to the Department for the provision of support services related to the event is **\$395.00.**

The **Parks & Recreation Department** approves the application as submitted.

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

- The applicant shall obtain road closure permits from the appropriate governing authority for any proposed road closures (EHDPW permit for Town roads; CT DOT for state roads).
- The applicant shall coordinate with the EHPD and local property owners regarding the use of private property for event parking.
- The applicant shall coordinate with Public Works Highway Division for the placement of signs and barricades, waste collection and disposal, and post-event cleanup.
- If approved, applicant will provide additional layout detail for the fenced enclosure of the beer garden. The type of fence used will be determined once additional layout detail has been provided.
- The anticipated cost to the Department for the provision of support services related to the event is \$6,800.00.

The **Inspections & Permits Department** states that permits for tents and electrical may be required.

The **Police Department** can provide adequate police protection for this proposed event, which is a part of a larger activity known as Riverfest. The Police Department will be developing an operations plan to address the full scope of the Riverfest activity, to include traffic control, vehicle parking, crowd control, and emergency services. The amusement, proposed in this application, shall be included in the Department's overall response to Riverfest.

- The predominant concerns generated by Riverfest are vehicle parking, crowd and traffic control.
- Crowds are expected to be heavy in the areas of the proposed amusements, as these are also the prime viewing areas for the fireworks display. Access to these spectator areas will be addressed in the Riverfest operations plan, and maintained by members of this Department. The proposed amusement would likely occupy the time and interest of crowds awaiting the fireworks display. Such a diversion is helpful to police in maintaining order.
- Traffic control, particularly in the immediate area of the Riverfest is always a concern. This shall be addressed by the closing of streets leading to, and surrounding the Riverfest area. These closings will occur several hours prior to the start of Riverfest activities, to prevent the advance gathering of vehicles in the area. This will be a coordinated effort of this Department and the Connecticut State Police, who shall be closing highway off ramps leading into the area.
- In conjunction with the closing of streets, motorists will be directed to park on adjacent streets or utilize available parking lots in the City of Hartford.

- The police manpower necessary for this event far exceeds the normal patrol complement on that date. Consequently, the required personnel will be provided through overtime hiring. In past years, some area towns have provided officers to augment East Hartford's police contingent. It is probable that assistance from outside agencies will not be required this year.
- The anticipated cost to the Department for the provision of support services related to the event is \$25,000.00.

Respectfully submitted for your information,

Sincerely,



Mark J. Sirois
Chief of Police

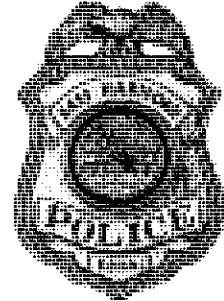
XC:
Applicant

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: Riverfest 2013
2. Date(s) of Event: Saturday, July 6th, 2013 – Rain Date: Sunday, July 7th, 2013
3. Applicant's name, home & work phone numbers, home address, and e-mail address:
Riverfront Recapture – Jessica Leone, Public Events Manager
50 Columbus Blvd, First Floor
Hartford, CT 06106
860.713.3131 ext. 329
jleone@riverfront.org
4. If partnership, corporation, club, or association, list names of all partners or officers and business address.
Same as #3
5. List the location of the proposed amusement: (Name of facility and address)
Great River Park, 333 East River Drive, East Hartford
6. List the dates and hours of operation for each day (if locations changes on a particular day, please list):
1:00pm – 10:00pm on Saturday, July 6th 2013
7. Provide a detailed description of the proposed amusement:
A variety of entertainment and musical performances will be provided. There will also be children's activities, and food and merchandise vendors. Please see detailed event programming outline beginning on page 4.
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)? Music will run 1:00pm to 9:00pm on July 6th or on July 7th if moved due to weather
9. What is the expected age group(s) of participants?
Families/ 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.) appx. 50,000 people in East Hartford
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: Significant – Riverfront will work with East Hartford Police and CT State Police on a plan to control crowds and safety
 - b. Traffic Control and Flow Plan at Site & Impact on Surrounding / Supporting Streets: Significant Impact – Riverfront will work with EHPD and CT State Police to determine road closures and traffic control
 - c. Parking Plan On Site & Impact on Surrounding / Supporting Streets: Riverfront will work with EHPD and local property owners on parking issues
 - d. Noise Impact on Neighborhood: Somewhat significant – Fireworks from 9:00pm to 9:30pm
 - e. Trash & Litter Control Plan for the Amusement Site and Surrounding Community During and Immediately After the Proposed Amusement: Riverfront Recapture works with the MDC and EH Public Works to clean the parks – before, during and after the event.
 - f. List expected general disruption to neighborhood's normal life and activities: Somewhat significant – Riverfront will work with EHPD to be as accommodating as possible
 - 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: All emergency services personnel and vehicles will have full access to both sites and they will be on site during the event.
 - b. Provisions for Notification of Proper Authorities in the Case of an Emergency: Emergency Command Post through EHPD
 - c. Any Provision for On-Site Emergency Medical Services: There will be fire, police and ambulance services on site
 - d. Crowd Control Plan: Riverfront is working with East Hartford Police to coordinate efforts having to do with crowd control and safety. Much of this communication will occur at three Riverfest emergency services meetings held at East Hartford Town Hall, beginning in May leading up to Riverfest.
 - e. If on Town Property, the Plan for the Return of the Amusement Site to Pre-Amusement Condition: MDC and EH Public Works
 - f. Provision of sanitary facilities: Riverfront Recapture arranges port-o-johns and hand washing stations on-site through United Site Services.

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, EH Health Dept will be notified closer to the event date

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.

Please see attached proposed "Beer Garden"

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):

As part of Riverfront Recapture's agreement with the Town of East Hartford, Riverfront respectfully requests that this event is considered a Town of East Hartford sponsored event and all fees including those for municipal services such as police, fire, ambulance services and public works are waived.

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)

JOSEPH R. MARENGA
(Printed Name)

12/18/12
(Date Signed)

(Send application electronically to efrank@easthartfordct.gov)

FOR OFFICE USE

Insurance Certificate Included:

YES

NO

Liquor Permit Included:

YES

NO

Time Waiver Request Included:

YES

NO

Fee Waiver Request Included:

YES

NO

Received By: Carol Stark

Employee Number: 9019

Date & Time Signed: 1-3-13

12:02 PM

Time remaining before event: 30* days.

Riverfest 2013 Programming Outline for East Hartford's Great River Park

Preliminary schedule intended for EH municipal budgeting purposes only. Confirmed schedule will be communicated through Support Services meetings

Wednesday, July 3

- Port o Johns/hand washing stations delivered
- Dumpster delivered
- Signage installed
- Snow fencing installed

Friday, July 5

- Park closed to vehicle traffic
- Boat launch closed

9:00 am – 11:00 am	Showmobile delivery to GRP
9:00 am – 5:00 pm	Sound reinforcement set up
9:00 am – 12:00 pm	Refrigeration/ice delivered
12:00 pm – 4:00 pm	Vendor load-in
8:00 pm – 6:00 am	Overnight security from EHPD requested

Saturday, July 6

- Park closed to vehicle traffic
- Boat launch closed
- East River Drive closed

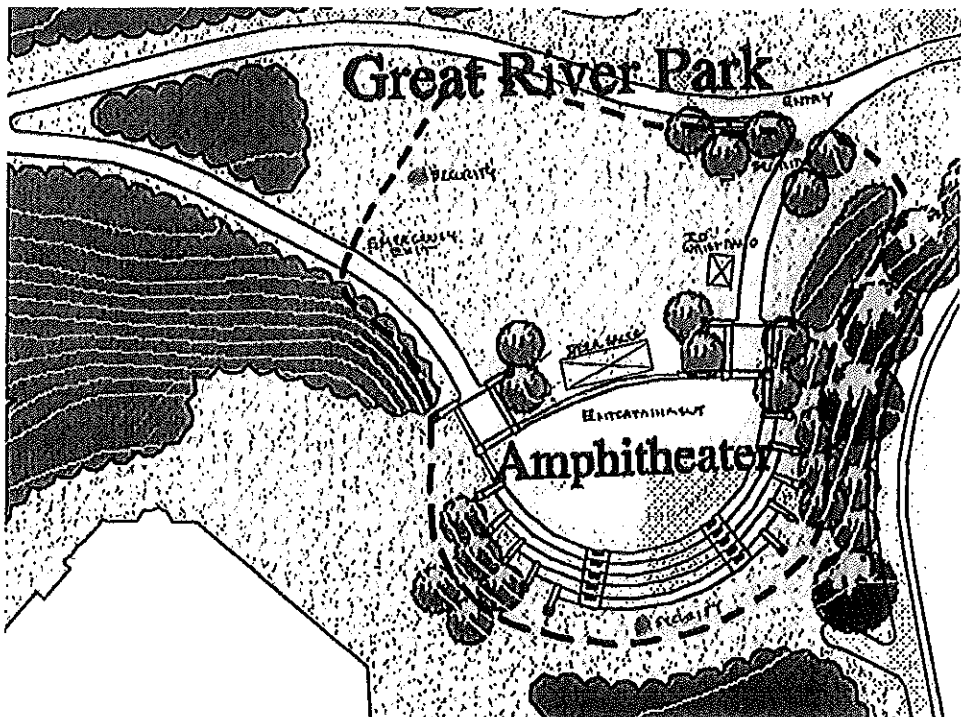
6:00 am - 10:00 am	Sound reinforcement load in
7:00 am – 11:00 pm	Vendor load in
7:00 am – 12:00 pm	Beer garden set up
11:00 am – 1:00 pm	Inspections
1:00 pm – 9:00 pm	Programming
1:00 pm – 6:00 pm	Car show – East River Drive
1:00 pm – 8:00 pm	Inflatables/kids rides/games/EH Parks & Rec activities
1:00 pm – 8:00 pm	Beer garden reinforced by USA Security
1:00 pm – 8:00 pm	Amphitheater live entertainment
1:00 pm – 4:00 pm	Lumberjack show
1:00 pm – 5:00 pm	Animal exhibits, pony rides
4:00 pm – 6:00 pm	Cardboard boat race
4:00 pm – 8:00 pm	Roaming Railroad
1:00 pm - 8:45 pm	Showmobile live entertainment
9:00 – 9:30 pm	Fireworks
9:30-midnight	Breakdown/clean up

RIVERFEST 2013 PROPOSED BEER GARDEN IN GREAT RIVER PARK

Riverfront Recapture is planning to enhance Riverfest programming in East Hartford's Great River Park in 2013. The theme of this programming will be a "country fair". The additional programming will require more financial resources so in the absence of new funding sources, Riverfront is looking to generate additional revenue through the sale of beer at a "Connecticut Beer Garden."

Riverfront Recapture has been serving alcohol since 2002 without incident. As a programming amenity, we have served more than a quarter million people at events including Mark Twain Days, Pipes in the Valley, Taste of the Caribbean, US Title Series Powerboat Race, Hartford Pops, Ray Gonzalez Latin Jazz Festival, and Guitars Under the Stars to name a few. We have the proven experience to serve alcohol in a safe and controlled manner and we take great care to not serve alcohol to minors. At significant expense to Riverfront Recapture, we hold the necessary liquor liability insurance and we assume the risk associated with this service. We believe that having beer and wine at Riverfront events is an amenity that can be responsibly provided and enjoyed. Not only does this service enhance the park user's experience, it creates an important source of additional revenue that enables us to provide quality programming and entertainment.

The proposed beer garden would be located in the grassy area behind the Great River Park amphitheater. Live entertainment and food would also be programmed in this space. The entire area would be fenced in using snow fencing provided by the East Hartford Department of Public Works. Riverfront Recapture would employ private security, at its own expense, to monitor perimeters, entrances, and patron conduct. TIPS trained servers would check ID's and issue wrist bands to patrons of legal drinking age. Similar to most large venues that sell alcohol, the beer service would conclude at 8:00 pm – one hour before the fireworks and one and a half hours before the conclusion of the event.



**2013 Town of East Hartford Amusement Permits
Riverfest, Riverfront U.S. Title Series Powerboat Race, Head of the Riverfront Regatta**

Addendum to Question 3 - Applicant's name, home & work phone numbers, home address, and e-mail address:

Riverfront Recapture, Inc.
50 Columbus Blvd. First Floor
Hartford, CT 06106
860.713.3131

jleone@riverfront.org

Addendum to Question 4 - If partnership, corporation, club, or association, list names of all partners or officers and business address.

Riverfront Recapture, Inc. Executive Committee

Robert M. Annon, Jr. (At-Large Member)
Jodi Brennan (At-Large Member)
Ranjana Chawla (Vice Chair-Fundraising)
Christopher R. Cloud (At-Large Member)
Thomas P. Cody (Chairman)
James F. Gleason (Vice-Chair Management)
David Klein (Treasurer)
Marcia Leclere
Joseph R. Marfuggi (President)
Rita Ortiz (Secretary)
Agnes Peelle
Christina B. Ripple (At-Large Member)
David R. Robb (Immediate Past Chair)
Camilo Serna (Vice-Chair-Planning & Dev.)
Chuck Sheehan
Lyle Wray

Riverfront Recapture, Inc. 2012 - 2013 Board of Directors

Paul Alfonso
Robert M. Annon, Jr.
Harold Blinderman
Jodi Brennan
Christopher Byrd
Patrick Caulfield
Ranjana Chawla
Susan B. Clemow
Christopher R. Cloud
Thomas P. Cody
Frank C. Collins, Jr.
Melody Currey
William DiBella
Paul H. Eddy
Donna Fritzer
Donald S. Gershman
James F. Gleason
Margaret Gregg
Astrid T. Hanzalek
Mary Hobart
Dave Jenkins
Raquel Kennedy
David Klein
Barry N. Lastra
Robert G. Lautensack, Jr.
Marcia Leclere
Kathy Lilley
Marjorie Morrissey
Thomas F. Mullaney, Jr.
C. Roderick O'Neil
Rita Ortiz
David B. Panagore
Agnes Peelle

Leslie Perry
Marilyn Pet
Kenneth A. Pouch, Jr.
Michael J. Puckly
John H. Riege
Christina B. Ripple
David R. Robb
Richard Rodriguez
Chuck Sheehan
Camilo Serna
Robert R. Simpson
Joyce Smith
Margaret V. Tedone
Tobin Treichel
Donald Trinks
Andrew Wallace
Marc Weinberg
Donald K. Wilson, Jr.
Lyle Wray

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

165 Capitol Avenue ♦ Hartford Connecticut 06106

Attached is your Liquor Permit authorizing you to sell such alcoholic liquor as is provided by law under your permit number. You must take this permit to the Town Clerk in the town of address to be filed and stamped as authorized for business. This permit is not in effect until filed with the Town Clerk.

This permit is not transferable.

If you need assistance, contact the Department of Consumer Protection, Liquor Control Division at (860) 713-6200 or email liquor.control@ct.gov.

RIVERFRONT RECAPTURE INC
50 COLUMBUS BLVD FL 1
HARTFORD, CT 06106-1910

2012 MAY 15 A 10:33

TOWN & CITY CLERK
HARTFORD

THIS PERMIT IS NOT IN EFFECT UNTIL FILED WITH THE TOWN CLERK SEC 30-53 (CT GEN STATUTES)

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION

LIQUOR PERMIT

This certifies that

JOSEPH R. MARFUGGI
50 COLUMBUS BLVD FL 1
HARTFORD, CT 06106-1910

is authorized to sell such alcoholic liquor as is provided by law under permit number

Permit Number: LCT.0000042
Permit Type: CATERER
Tradename: RIVERFRONT RECAPTURE INC
Backer: RIVERFRONT RECAPTURE INC

Effective Date: 06/06/2012
Expiration Date: 06/05/2013

John V. Bazzano
JOHN V. BAZZANO
RECORDED 5/15/12
TOWN CLERK'S OFFICE
HARTFORD, CT

William M. Rubenstein

William M. Rubenstein, Commissioner



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
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: July 6, 2013 (Raindate: July 7, 2013)
Event: Riverfest 2013
Applicant: Riverfront Recapture by Jessica Leone, Public Events Manager

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

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

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

Anticipated Cost(s) if known \$ 9500.00

William Perez, Assistant Fire Chief

February 25, 2013

Signature

Date

Comments:



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
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: July 6, 2013 (Raindate: July 7, 2013)

Event: Riverfest 2013

Applicant: Riverfront Recapture by Jessica Leone, Public Events Manager

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

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

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

Anticipated Cost(s) if known \$ 395 _____

Michael S. O'Connell
Signature

2/21/13
Date

Comments:



Mark J. Sirois
Chief of Police

TOWN OF EAST HARTFORD
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: July 6, 2013 (Reindnte: July 7, 2013)
Event: Riverfest 2013
Applicant: Riverfront Recapture by Jessica Leone, Public Events Manager

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

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

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

Anticipated Cost(s) if known \$ _____

2/26/13

Signature

Date

Comments:

Frank, Carol

From: Bockus, Tim
Sent: Tuesday, February 26, 2013 9:34 AM
To: Frank, Carol
Subject: RE: REVISED Riverfest 2013 Application

I have reviewed this application which revises the start time for the event and Pursuant to Town Ordinance 5.3, I recommend that the application be approved subject to the following conditions as indicated in the original application:

1. applicant shall obtain road closure permits from the appropriate governing authority for any proposed road closures (EHDPW permit for Town roads; CT DOT for state roads).
2. applicant shall coordinate with the EHPD and local property owners regarding the use of private property for event parking.
3. applicant shall coordinate with Public Works Highway Division for the placement of signs and barricades, waste collection and disposal, and post-event cleanup.
4. if approved, applicant will provide additional layout detail for the fenced enclosure of the beer garden. The type of fence used will be determined once additional layout detail has been provided.

The anticipated costs to the Department for the provision of support services related to this event are \$6,800.00.

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 19, 2013 10:13
To: Vibberts, Richard; Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Uhrig, Jim; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sirois, Mark; Soto, Ricardo; Stokes, Gloria; Thurnauer, Beau
Subject: REVISED Riverfest 2013 Application

Good afternoon all.

Attached please find a formal request to change the event start time, original Outdoor Amusement Permit Application and your REVISED Director's Review and Notice in connection with the above captioned event. Please note that the ONLY change to the application is the requested change of the start time.

Please note the REVISED review - which now requests you indicate the anticipated cost(s) which may be incurred by your Department - 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 Thursday, February 26, 2013. Thank you.

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

Regards,

Frank, Carol

From: Gentile, Richard
Sent: Tuesday, February 26, 2013 11:48 AM
To: Frank, Carol
Subject: RE: REVISED Riverfest 2013 Application

OK. I approve of the application with this additional information. Rich

-----Original Message-----
From: Frank, Carol
Sent: Tuesday, February 26, 2013 11:17
To: Gentile, Richard
Subject: RE: REVISED Riverfest 2013 Application

I have attached the listing that Jess Leone had sent me a while back. Please note that she references all Riverfront Recapture's events here - not just Riverfest 2013.

Carol
-----Original Message-----
From: Gentile, Richard
Sent: Tuesday, February 26, 2013 11:12
To: Frank, Carol
Subject: RE: REVISED Riverfest 2013 Application

Would you forward that again? I cant find it.

-----Original Message-----
From: Frank, Carol
Sent: Tuesday, February 26, 2013 10:22
To: Gentile, Richard
Subject: RE: REVISED Riverfest 2013 Application

Good morning Mr. Gentile.

On Feb. 19th I forwarded a copy of Riverfront Recapture's officers, etc. to your attention. Was it acceptable? Thank you.

Carol
-----Original Message-----
From: Gentile, Richard
Sent: Tuesday, February 19, 2013 10:17
To: Frank, Carol
Subject: RE: REVISED Riverfest 2013 Application

#3 on the application is not complete. Rich Gentile

-----Original Message-----
From: Frank, Carol
Sent: Tuesday, February 19, 2013 10:13
To: Vibberts, Richard; Bockus, Tim; Cordier, James; Fravel, Theodore; Oates, John
Cc: Uhrig, Jim; Bennett, Cindy; Cohen, Bruce; DeMaine, Michael; Gentile, Richard; Grew, Greg; Horan, Denise; Leclerc, Marcia; McConville, Timothy; O'Connell, Michael; Perez, William; Sirois, Mark; Soto, Ricardo; Stokes, Gloria; Thurnauer, Beau
Subject: REVISED Riverfest 2013 Application

Good afternoon all.

Frank, Carol

From: McConville, Timothy
Sent: Wednesday, February 27, 2013 2:30 PM
To: Frank, Carol
Cc: Dew, Stacey-Ann; Vibberts, Richard
Subject: 2013 Riverfest cost estimate for PD

Carol,

I spoke to DC Vibberts and it appears that even though some of the times have been adjusted for the 2013 Riverfest the staffing and hours of work for the security detail at Riverfest 2013 will remain about the same.

DC Thurnauer told me we spent almost \$24,000 in 2012. My estimate would be about the same or \$25,000 to take into account the contractual raises from last year.

Thanks

Timothy S. McConville #184
Acting Commander
Field Operations Bureau
East Hartford Police Department
31 School Street
East Hartford, CT 06108
860-291-7579
tmconville@easthartfordct.gov



Mark J. Sirois
Chief of Police

**TOWN OF EAST HARTFORD
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: **July 6, 2013 (Raindate: July 7, 2013)**
Event: **Riverfest 2013**
Applicant: **Riverfront Recapture by Jessica Leone, Public Events Manager**

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

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

Milton Gregory Grew

02/20/2013

Signature Date

Comments:

Per Ordinance 5-3, my approval is not required.
Permits may be required for electrical or other utility installations.